CITY COUNCIL MEETING RE-AMENDED AGENDA

December 18, 2024 at 5:30 PM

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

Call to Order

Roll Call

Pledge of Allegiance

Public Comments

Announcements and Reports

Appeal Hearing

1. Hearing and Decision on Appeal of Denial of McGhee Development Water Service Application - ***action item***

Consent Calendar - action item

2. Approval of Minutes from Council's December 4, 2024, Regular Meeting - ***action item***
3. Payables Report / Bills for Payment Approval - ***action item***
4. Confirmation of Mayor's Citizen Advisory Board Appointments: William Mitchell, Planning and Zoning Commission, 02/01/2025-01/31/2028, and William Valentine and Carol Deaner, Arts, Culture & Historic Preservation Commission, 01/01/2025-12/31/2027 - ***action item***
5. Proposed Resolution: Change Order No. 3 to SCADA Upgrades Professional Services Agreement with B & E Electric, Inc. (City Agreement A24-3401-1) - ***action item***

Old/Unfinished Business - none

New Business

6. Proposed Resolution: Updating Procurement and Contract Policy - ***action item***
7. ~~Proposed Resolution: Directing Staff to Apply for Grant from the Idaho Department of Parks and Recreation Waterway Improvement Fund to Support Improvements to Parking and Boat Launch Facilities at City Beach Park - ***action item***~~
   Proposed Resolution: Authorizing a Grant Application to the Idaho Department of Parks and Recreation Waterways Improvement Fund for City Beach Parking Lot and Dock Improvements – ***action item***
8. Proposed Resolution: Directing Staff to Apply for Grant from the Idaho Department of Parks and Recreation Recreational Vehicle Fund to Support Improvements to RV Park Facilities at City Beach Park - ***action item***
9. Staff Presentation: Update on Parking Requirements at 56 Bridge Street Hotel at City Beach
10. Staff Presentation: Zoning Code Observations and Possible Updates for Coming Year
11. Confirmation of Mayor's Appointment of Holly Ellis as Public Works Director - ***action item***

Adjourn

Public Participation Options and Information

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

CITY OF SANDPOINT
STAFF REPORT

DATE: December 18, 2024

TO: Mayor and City Council

FROM: Brandon Staglund, P.E., City Engineer

SUBJECT: Appeal hearing, McGhee Subdivision

BACKGROUND:

The property owner of Bonner County parcel RPP00000027801A, an unplatted parcel located in Ponderay, is appealing a staff decision to deny water service to the proposed "McGhee Subdivision" development. The City of Sandpoint issued the decision letter denying water service on September 24, 2024 (Attachment 1). The applicant submitted a formal appeal letter on October 8, 2024 (Attachment 2).

According to Idaho Administrative Code 58.01.08.552.01.b.i, public water systems must "be capable of providing sufficient water during maximum day demand conditions, including fire flow where provided, to maintain a minimum pressure of twenty (20) psi throughout the distribution system."

The proposed subdivision is for a mixed-use development consisting of 304 Equivalent Residential Units (ERU), as described on the ability to serve application (Attachment 3) and the preliminary development plan (Attachment 4), both submitted by the applicant. The City previously issued an "ability to serve" letter, dated September 29, 2022, for a smaller 60 ERU development (Attachment 5).

The staff decision to deny water service was based on the findings of a Water System Master Plan, adopted by council on December 21, 2022 (resolution 22-080). The master plan included a computerized model of the existing system demand through 2018. The model results indicated deficiencies in estimated fire flow available at several locations in the system surrounding the proposed development (attachment 6), with numbers indicating the fire flow requirements and colors representing fire flow deficiency. Fire flow requirements were assumed to be 1,000 gpm for single-family residential, 1,500 gpm for multi-family residential and commercial, and 2,500 gpm for industrial and non-residential areas. The capital improvement project list in the plan recommends pipe upgrades, such as upsizing or looping, to address these deficiencies. The proposed McGhee Subdivision in question was not included in the model.

The applicant requested that the City perform a project-specific water modelling effort, for the proposed development, to determine if the proposed water main extension serving the proposed development could meet minimum pressures. For new developments, the City uses a consultant,

Consor (previously Murray Smith), to provide water modelling analysis, and the cost is passed on to the applicant at cost plus 15%, as shown on the City's adopted fee schedule. After reviewing the proposed development, City staff determined it was unnecessary to perform additional water modelling, because the 2022 Water System Master Plan already identified fire flow deficiencies in the immediate vicinity of the project.

The reason for denying water service to the proposed development is as follows:

1. The 2022 Water System Master Plan indicates that there is inadequate fire flow in the system in the immediate vicinity of the proposed development, as well as more generally in the northern extents of the system. Continuing to add additional demand by large developments in this northern part of the system will make these existing fire flow deficiencies even worse.
2. Continuing to add demand imposed by additional large developments in the northern part of the system will eventually cause pressure issues in other parts of the system not currently identified in the master plan.

ATTACHMENTS:

1. Denial letter to applicant, September 24, 2024
2. Appeal notice letter from applicant, October 8, 2024
3. Ability to serve application, May 20, 2024
4. Development plan, May 20, 2024
5. Ability to serve letter from City for 60 ERU, September 29, 2022
6. Fire flow deficiencies map, excerpt from 2022 Water System Master Plan

LAKE CITY LAW

Fonda L. Jovick | Managing Partner
Zachary W. Jones | Attorney at Law
fjovick@lclattorneys.com
zjones@lclattorneys.com
208-664-8115

September 24, 2024

BY EMAIL nsemanko@parsonsbehle.com

Norman Semenko
800 West Main Street, Ste 1300
Boise, Idaho 83702

RE: Water Service Application for McGhee Development
Bonner County Parcels RPP00000027801A, RPP00000020104A

Dear Mr. Semenko,

As you are aware this firm serves as general counsel for the City of Sandpoint (hereinafter "the City"). This correspondence is in response to your letter dated August 16, 2024, and addressed to the City Engineer, Brandon Staglund, inquiring about a water service application (aka request for a "will serve" letter) submitted by your client on May 20, 2024 (attached for reference). After review of the application the City has determined it must deny the application for good cause pursuant to Sandpoint City Code Section 7-6-12 and the City's Water Rules and Regulations Section III-1-D (2) and (5).

The City cannot provide a "will serve" letter for the proposed mixed-use development consisting of 304 equivalent residential units (ERU's) due to the impact such an expansion of use would have on the water system. As explained below, such an expansion will create conditions that are impractical to provide water services. Originally, City staff had requested submittal of an application with the intention of requesting the City's consulting engineer to review the application, and then to pass any costs on to the applicant, as described on the application form. However, after internal review of the City's existing water system master plan, which identifies existing modelled fire flow deficiencies (see attached figure 4-3 from that report), there are already fire flow deficiencies in the immediate vicinity of the proposed project. Additional water demand resulting from this project has the potential to make existing deficiencies worse.

Granting this application for water services creates conditions that are impractical to provide water services. Additionally, granting an application that would expand the already existing fire flow deficiency will cause an undue hardship on water users. Finally, granting the application that would expand the already existing fire flow deficiency creates

conditions that do not conform to sound engineering design and pose a risk to public health due to the potential for a fire flow event that causes pressures elsewhere in the system to drop below 20 psi as required in IDAPA 58.01.08.552.01.b.

Sincerely,
LAKE CITY LAW GROUP PLLC

Zachary Jones
Attorney for City of Sandpoint

cc: Fonda Jovick,
Brandon Staglund,
Mayor Jeremy Grimm,
City Clerk.

SANDPOINT

ABILITY TO SERVE WATER

APPLICATION CHECKLIST

Step 1: email the application form and applicable submittals to development@sandpointidaho.gov

Step 2: if the application is complete, an invoice for payment of review fees (as applicable) will be sent to the applicant. Payment of these review fees establishes the application date and initiates the review period.

If the application is not complete, a list of outstanding information/documents will be sent to the applicant.

Step 3: you will be contacted in approximately 15 business days with a review status update.

Step 4: upon determination that your application has been reviewed, an invoice for any remaining fees will be provided. Upon payment of fees, a letter will be issued, notifying the applicant of the City's ability to serve water.

SUBMITTALCHECKLIST - REVIEW

Yes	N/A	Document
☑		Application Form (see attached)
☑		Preliminary Site Plan, Water Utility Layout (Detailed Construction Documents are not required. Provide reference to existing utilities, if known; alignment of new water mains; and number/location of new service connections)
☑	☐	Multifamily, Commercial and Industrial Developments: Fixture Load Calculations required, stamped by licensed design professional (see enclosed demand form)

ARDUERA - SCOTT

SANDPOINT

Infrastructure and Development Services

City Use Only
Submittal Date: _____ Application No: _____

The City of Sandpoint's ability to provide new water service depends on a variety of factors. All inquiries related to the City's ability to serve a specific property shall submit this form and pay the application fees.

Application Form - Ability to Serve Water

Purpose of Request
- ☐ Sale of Property or Platting
- ☑ Conceptual/Planning
- ☐ Building Permit Application

Request to Serve
- ☐ Single family residence
- ☑ Multi-family residential
- ☑ Subdivision Development
- ☑ Commercial/Industrial

Existing Water Service
- ☑ No existing service
- ☐ Meter Size(s) _____
- ☐ Other (e.g. well)

Expected Water Service
- ☑ Single family residential number of lots: 64
- ☑ Multi-family, commercial, or industrial (see below): Meter Qty 10** Sizes TBD

**Assumes shared meter(s) for RV sites

Meter Sizes: determined by applicant's licensed professional, based upon number of fixtures/ fire demands, include form*.

250 LOTS PH

PROJECT/ SITE INFORMATION

NAME: McGhee Development
PARCEL NO: RPP00000027801A, RPP00000020104A
ADDRESS:
CITY: Ponderay
DESCRIPTION: 2-57N-2W TAX 49 2-57N-2W GOV LOT 7 & SWNE LESS W 775FT; GOV LOT 8, SENE, S 60FT OF W 775FT OF SWNE

OWNER

NAME: Richard Villelli, Manager Bobby McGhee Golf and RV Resort, LLC
ADDRESS: P.O. Box 1785
PHONE: (208) 660-8474
CITY: Sandpoint
EMAIL: dick@villellipnw.com
STATE, ZIP: ID 83864

AUTHORIZED REPRESENTATIVE

NAME:
ADDRESS:
PHONE:
CITY:
EMAIL:
STATE, ZIP:

ENGINEER

NAME: Scott McNee, P.E. Ardurra Group, Inc.
ADDRESS: 7950 N Meadowlark Way, Suite A
PHONE: (208) 762-3644
CITY: Coeur d'Alene
EMAIL: smcnee@ardurra.com
STATE, ZIP: ID 83815

RELATED PERMIT NO. _____

This application is limited to a review of the City's ability to provide water service. It is NOT a detailed review of construction documents and does result in permit issuance. The City will perform an analysis of the existing system and the proposed demands. The City must have the capacity to provide the minimum pressure of water required for the proposed service, as well as the capacity. The City may need to perform a hydraulic model and fire flow analysis to determine its ability to serve water at the proposed location.

The application fee is set by the currently adopted fee schedule. If a hydraulic model is required, the application will be informed. Hydraulic modeling costs are typically $2,875 and shall be paid by the applicant prior to the City issuing model results or a determination of the City's ability to serve water. By submitting this application, the property owner hereby agrees to pay the associated fees.

SANDPOINT

DEMAND FORM

Date: 6/5/24 **Name:** McGhee Development **Project Tracker ID (if applicable):** _____

Property Address: RPP00000027801A, RPP00000020104A

Name of Building or Business: _____

Legal Description: 2-57N-2W TAX 49
2-57N-2W GOV LOT 7 & SWNE LESS W 775FT; GOV LOT 8, SENE, S 60FT OF W 775FT OF SWNE

Property use: ☐ Commercial ☐ Multi-family (total units_____) (units to be sprinkled_____) ☑ Mixed use* (Commercial & Multi-family) (total units 304 ERUs) ☐ Irrigation only

HYDRANT SITE FLOW DATA -

Total fire flow required for this site: 2,000** **GPM @ 20 PSI** **Minimum # of required fire hydrants:** Est. 15**

List ALL hydrants approved for use by the Fire Department to meet the fire flow (by City of Sandpoint Water hydrant #):

If the hydrant is a new hydrant and a hydrant # has not been assigned, please identify the hydrant as "New" and reference location on site plans

(1)_____ (4)_____ (7)_____
(2)_____ (5)_____ (8)_____

**Assumes 500' hydrant spacing. Fire flow based on assumption of fire sprinklers for Apartment and Clubhouse buildings.

FIRE LINE SPRINKLER DEMAND DATA - all sizes

View sheet 2 for flow capacities per size

# of square feet to be sprinkled: 5 ea. buildings @ 20,000 SF each **# of stories to be sprinkled:** Assume max. 2

Required sprinkler flow: _____ gpm **Requested size:** _____

Required residual pressure: 40 psi **Please check the box if there is a redundant fire line:** ☐

Please check the box if fire pump is required: ☐ **Please check the box if this fire sprinkler line is a NFPA 13D:** ☐

Name of the street(s) where the main is to be tapped is: _____

DOMESTIC ONLY DEMAND DATA - all sizes

View sheet 2 for meter capacities

Tap size requested: _____" **Domestic maximum load:** ** _____ gpm

*** For mixed use only, please provide the following: Commercial area:** ** _____ square feet

If this tap will also serve irrigation, please provide the following:

Area of irrigation only: *** _____ square feet **Irrigation maximum load:** _____ gpm

Concurrent irrigation/domestic use: ☐ yes ☐ no

**Approximate 304 ERUs for combined domestic and commercial demand

***Total assumed irrigation area for SF Lots, RV Area and commercial areas is 20 acres. Golf irrigation from other sources.

Name of the street where the main is to be tapped is: _____

IRRIGATION DEMAND DATA - use this section only if irrigation will be served by its own separate tap

View sheet 2 for meter capacities

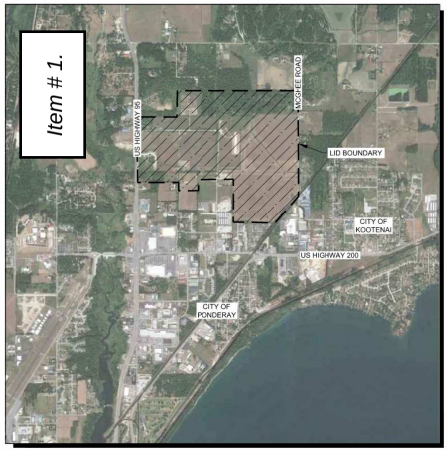
Tap size: _____" **Area of irrigation only:** _____ square feet

Maximum load: _____ gpm

If the area of irrigation is over 43,560 square feet refer to City of Sandpointwater.org/DoingBusinesswithUs/PlanReviews/IrrigationPlanSubmittal/

Name of the street where the main is to be tapped is: _____

ALL IRRIGATION FOOTPRINT POWERED



RPP00000023403A
GISELA SCHULZE

RPP00000023420A
GISELA SCHULZE

RPP38050000020A
STARR'S DEVELOPMENT, LLC
FEENSTRA INVESTMENTS, LLC

LID BOUNDARY

FUTURE 60' ROW
(30' O.C. OF LOT LINE)

WATER MAIN (TYP.)

PUBLIC ROADWAY
(TYP.)

RPP38050000010A
SCOTT & DAWN DEMPSEY

RPP00000022890A
CITY OF PONDERAY

FUTURE 60' ROW

FUTURE 60' ROW

RPP00000020104A
BOBBIE MCGHEE GOLF & RV

US HIGHWAY 95

RPP372700000010A
VINCENT
RYGELIS

RPP00000023750A
GDH INVESTMENTS, LLLP
4S, LLC

SEWER MAIN (TYP.)

RPP37810000020A
STEVEN & DEBRA GEIGER

RPP386900002B0A
STARR'S
DEVELOPMENT, LLC

RPP00000020771A
CITY OF PONDERAY

MCGHEE ROAD

LID BOUNDARY

RPP37810000010A
PGC LAND COMPANY, LLC

RPP386900002A0A
LUIS IBARRA

RPP39050000010A
JOHN & JOYCE BROADSWORD

RPP39050000030A
ZACHARY & WHITNEY BETZ

FUTURE 70' ROW

RPP0441013000DA
MANNING TRUST
TIMOTHY & MALISSA
MANNING TRUSTEES

RPP0441014000AA
ZEN ORGANIC, LLC

RPP0441010000IA
MARILYN RUEB

RPP0441016000BA
RYAN & STACI BAILEY

RPP0441016000AA
INDEPENDENT HIGHWAY
DISTRICT

RPP0441010000AA
CATHY BALLARD

RPP39050000040A
LAWSON TATE

SEWER LIFT
STATION

RPP0441013000FA
SCOTT & DAWN
DEMPSEY

RPP0441011000CA
JOHN BRODERSON
LOIS BRODERSON
ESTATE

STARR LANE

MCNEARNEY ROAD

FUTURE 60' ROW

RPP00000027801A
BOBBIE MCGHEE GOLF & RV

RPP 0441013000EA
JOHN & CHARLOTTE STERING

LID BOUNDARY

LID BOUNDARY

R.R.R/W

R.R.R/W

R.R.R/W

R.R.R/W

DRAFT

MCGHEE DEVELOPMENT LID EXHIBIT

0 125 250 500 750

DATE: 6/2023 JOB: 20035

ARDURRA
7950 N. MEADOWLARK WAY, SUITE A
COEUR D'ALENE, IDAHO 83815
208-762-3144 | WWW.ARDURRA.COM

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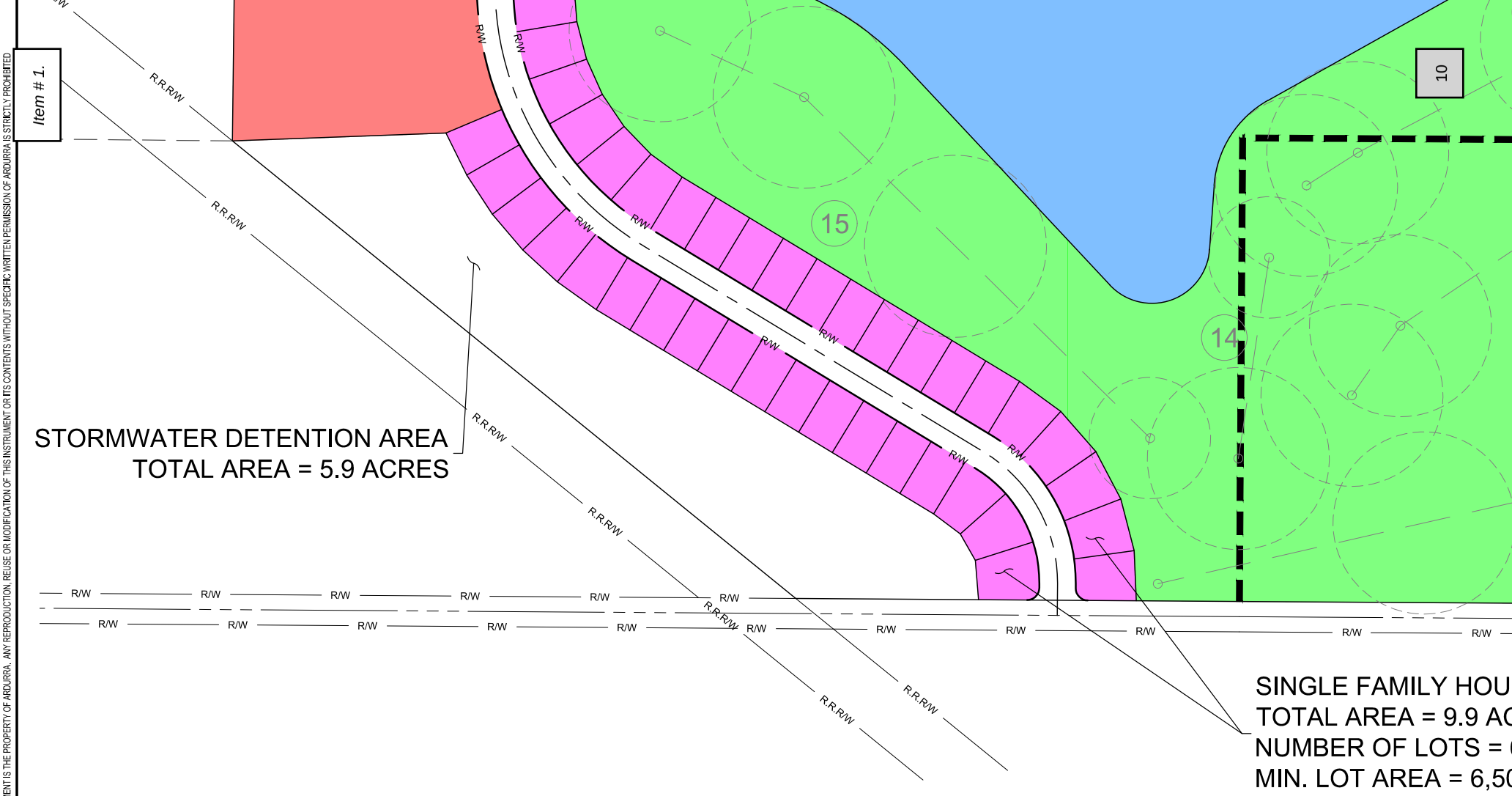

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MCGHEE DEVELOI

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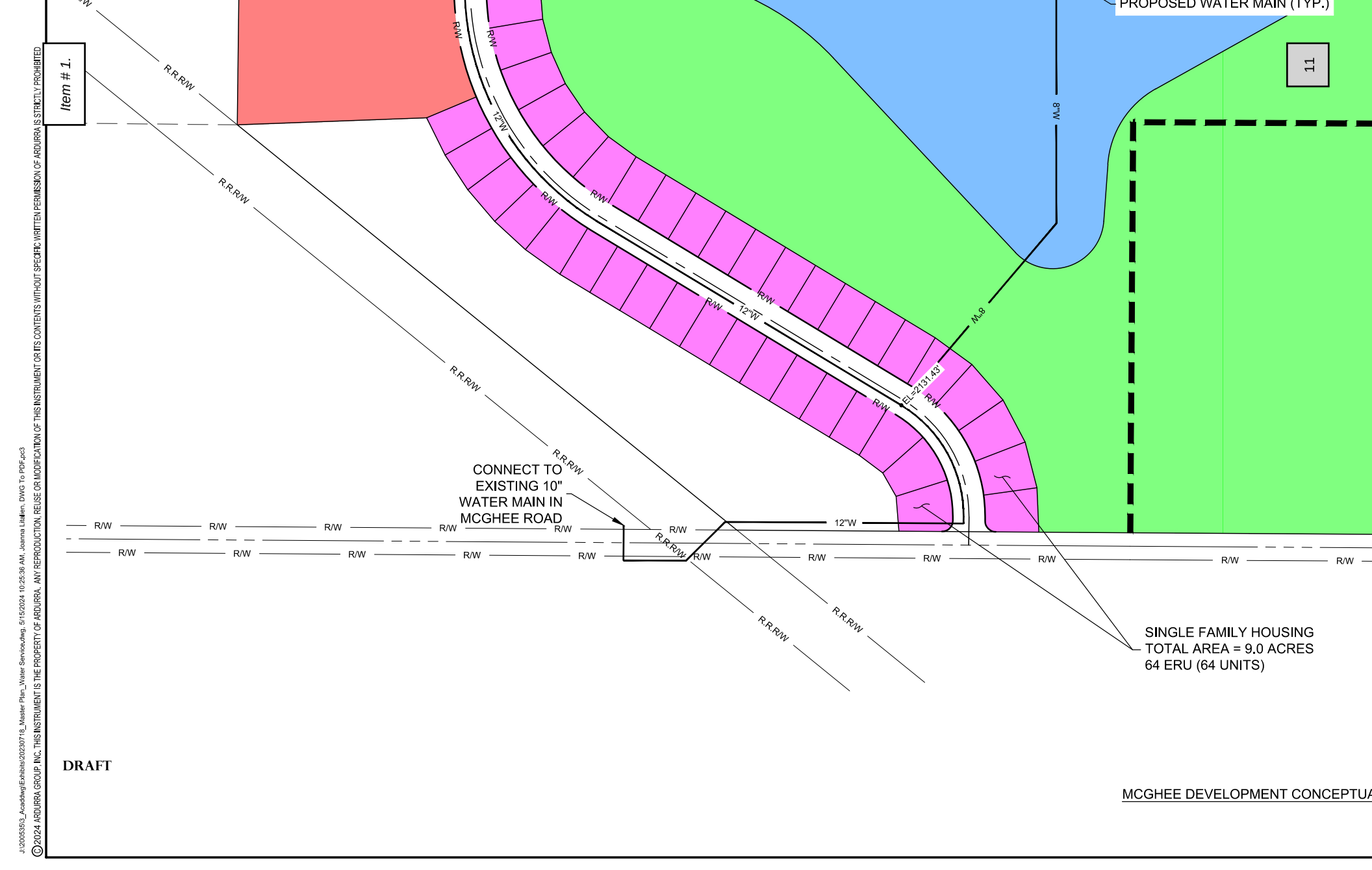

Item # 1.

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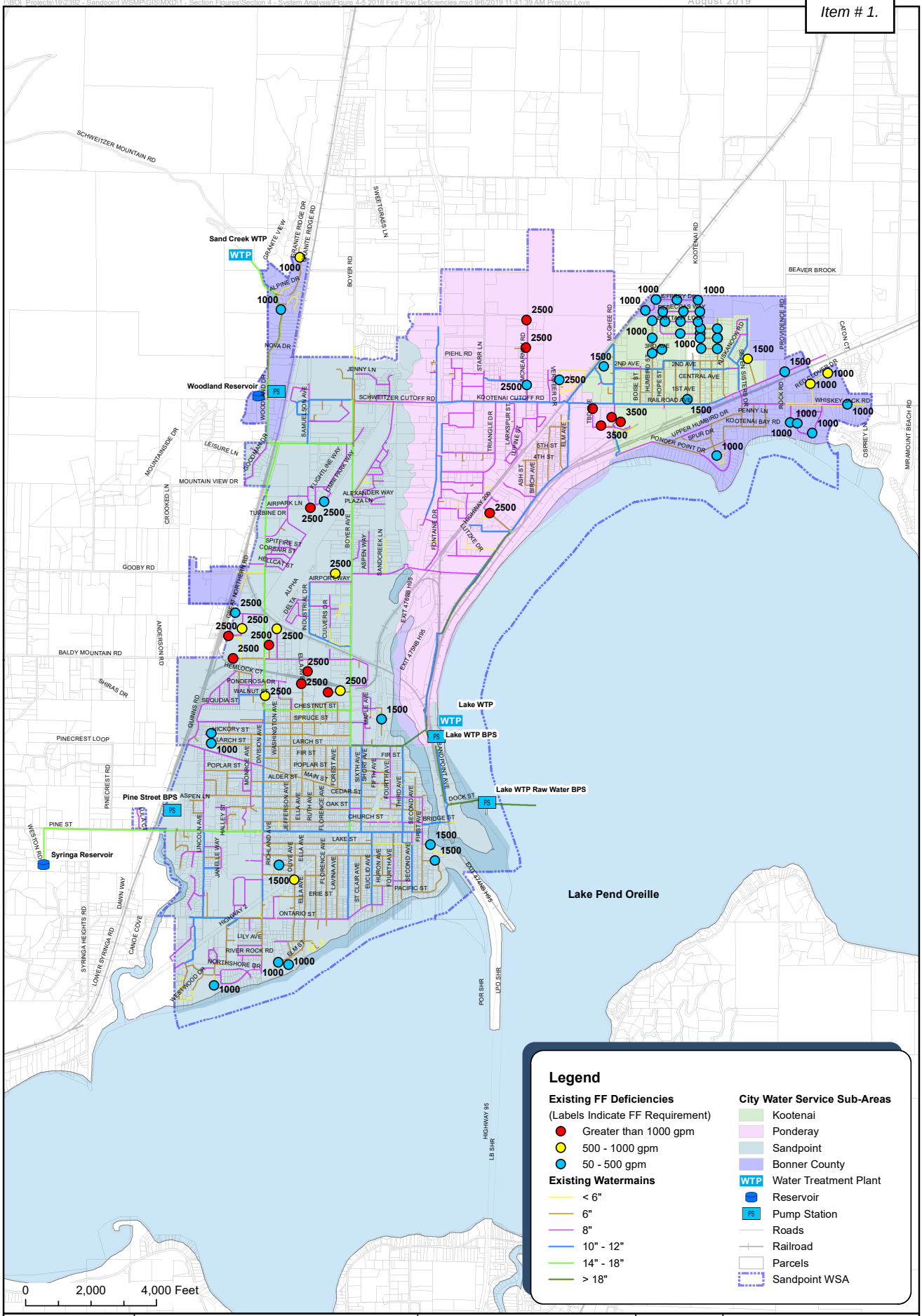
DRAFT

MCGHEE DEVELOPMENT CONCEPTUA

I:\BOI_Projects\191\2392 - Sandpoint WSMP\GIS\MXD\1 - Section Figures\Section 4 - System Analysis\Figure 4-5 2018 Fire Flow Deficiencies.mxd 9/6/2019 11:41:39 AM Preston Love

August 2019



ATTACHMENT 2

PARSONS BEHLE & LATIMER

800 West Main Street, Suite 1300
Boise, Idaho 83702
Main 208.562.4900
Fax 208.562.4901

A Professional
Law Corporation

Norman M. Semanko
Attorney at Law
Direct Dial 208.562-4909
NSemanko@parsonsbehle.com

October 8, 2024

City Council
CITY OF SANDPOINT
ATTN: CITY CLERK
1123 W. Lake Street
Sandpoint, Idaho 83864

VIA EMAIL ONLY
cityclerk@sandpointidaho.gov

Zachary W. Jones
LAKE CITY LAW
435 W. Hanley Avenue, Suite 101
Coeur d'Alene, Idaho 83815

zjones@lclattorneys.com

Re: Notice of Appeal – Denial of Water Service Application for McGhee Development

Dear City Council and Mr. Jones:

This Notice of Appeal is submitted in reply to the City of Sandpoint's response letter dated September 24, 2024, regarding the above-referenced matter ("Water Service Denial"). We note that the City's letter did not advise our client of the right to appeal to the Sandpoint City Council, as required for a denial of water service under the City Code and the City's Water Rules. Chapter 6 - Municipal Water System, Section 7-6-16; Water Rules, Section III.1.D. Again, the City has failed to comply with its own rules. There is no fee listed in the City's currently published fee schedule (at https://www.sandpointidaho.gov/media/691) for the appeal of decisions on water service applications. If there is an applicable appeal fee, please advise us accordingly.

We set forth the following grounds for appeal, to be supplemented prior to or at hearing.

The Water Service Denial refers to the City's 2018 Master Plan, Figure 4-3. When our client was seeking approval for the 60-lot subdivision, they asked if looping through the development (see attached markup to Figure 4-3) would adequately improve the fire flow. The City's consultant then modeled this looping and found that it was adequate, hence the Will Serve letter that the City provided for the 60-lot subdivision (also attached). The proposed looping of the dead-end water mains in McGhee Road, Vermeer Drive and McNearney Road will improve fire flows to all of the surrounding properties. The Water Service Denial's reference to the 2018 model, without any consideration of this looping, presents an incomplete and inaccurate picture of the actual situation. This was the reason that our client requested, and the City previously agreed, to run a water model update.

The City completed a more recent study in 2023, which shows looping of water mains through the McGhee property as part of all their buildout alternatives. We have attached one of the Figures from that study, showing the water mains extending through the property. It is unclear why the City would reject our client's project based on a 2018 study, when a more recent study has been completed.

Because the Water Service Denial failed to consider this information and therefore erroneously denied our client's application, we are submitting this Notice of Appeal - despite not being advised of the right to appeal to the Council as required by the City Code and Water Rules.

In furtherance of our client's appeal, we hereby request a hearing for additional consideration of the application by the City Council, to include the presentation of witnesses, evidence, and argument, pursuant to the procedures required by City Code Sections 7-6-16 and 7-6-17. In the meantime, we encourage the City to reconsider our client's request with the benefit of the information provided herein. A new decision approving the application may well render this appeal moot and obviate the need for a City Council hearing on the appeal.

The City's inaction on, misrepresentations about, and now erroneous denial of, the application for water service has already caused severe financial consequences for our client and is simply unacceptable. We look forward to the City Council hearing our client's appeal or, alternatively, the City reconsidering our client's application for water service and granting the same.

Thank you for your immediate attention to this matter.

Regards,

PARSONS BEHLE & LATIMER

Norman M. Semanko
Attorney at Law

NMS:kea
Attachments
cc: Sandpoint City Council (druehle@sandpointidaho.gov; jaispuro@sandpointidaho.gov; jdick@sandpointidago.gov; kschreiber@sandpointidaho.gov; pduquette@sandpointidaho.gov; rhowarth@sandpointidaho.gov)
Fonda Jovick, City Attorney (fjovick@lclattorneys.com)
Richard Villelli (dick@villellipnw.com)
Scott McNee, P.E. (smcnee@ardurra.com)
Brandon Staglund, P.E. (bstaglund@sandpointidaho.gov)

Looped 8" or 10" Water Main

2,000-2,450 gpm Available Fire Flow

1,000-1,450 gpm Available Fire Flow

Sand Creek WTP

Woodland Reservoir

Pine Street BPS

Syringa Reservoir

Lake WTP

Lake WTP BPS

Lake WTP Raw Water BPS

Lake Pend Oreille

BEAVER BROOK

SCHWEITZER MOUNTAIN RD

BOYER RD

KOOTENAI RD

SWEETGRASS LN

GRANITE VIEW

GRANITE RIDGE DR

GRANITE RIDGE RD

ALPINE DR

NOVA DR

WOODLAND DR

SAMUELSON AVE

JENNY LN

PIEHL RD

STARR LN

MCNEARNEY RD

SCHWEITZER CUTOFF RD

KOOTENAI CUTOFF RD

MCGHEE RD

YARMER DR

TBD AVE

BOISE ST

HUMBIRD ST

HOPE ST

3RD AVE

2ND AVE

1ST AVE

CENTRAL AVE

RAILROAD AVE

KUSKANOOK RD

SISTERS DR

PROVIDENCE RD

CATON CT

RED CLOVER DR

WHISKEY JACK RD

ROCK RD

PENNY LN

KOOTENAI BAY RD

UPPER HUMBIRD DR

SPUR DR

PONDER POINT DR

OSPREY LN

MIRAMOUNT BEACH RD

MOUNTAINSIDE DR

LEISURE LN

GOODMAN DR

MOUNTAIN VIEW DR

CROOKED LN

FLIGHTLINE WAY

OMNI PARK WAY

ALEXANDER WAY

PLAZA LN

AIRPARK LN

TURBINE DR

SPITFIRE ST

CORSAIR ST

HELLCAT ST

BOYER AVE

ASPEN WAY

SANDCREEK LN

AIRPORT WAY

GOOBY RD

GREAT NORTHERN RD

ALPHA

DELTA

INDUSTRIAL DR

CULVERS DR

FONTAINE DR

HIGHWAY 200

LUTZKE DR

EXIT 476SB H95

EXIT 475NB H95

EXIT 472NB H95

ANDERSON RD

BALDY MOUNTAIN RD

HEMLOCK CT

PONDEROSA DR

WALNUT ST

SEQUOIA ST

SHIRAS DR

QUINNS RD

CHESTNUT ST

SPRUCE ST

MAPLE AVE

HICKORY ST

LARCH ST

PINECREST LOOP

PINECREST RD

WASHINGTON AVE

DIVISION AVE

MONROE AVE

FIR ST

POPLAR ST

ALDER ST

MAIN ST

FOREST AVE

SIXTH AVE

SHORT AVE

FIFTH AVE

FOURTH AVE

THIRD AVE

SECOND AVE

FIRST AVE

CEDAR ST

OAK ST

CHURCH ST

BRIDGE ST

LAKE ST

DOCK ST

SANDPOINT AVE

ASPEN LN

LUNA CT

PINE ST

WESTON RD

JEFFERSON AVE

ELLA AVE

RUTH AVE

FLORENCE AVE

HALLEY ST

LINCOLN AVE

JANELLE WAY

RICHLAND AVE

OLIVE AVE

LAVINA AVE

EUCLID AVE

HURON AVE

ST CLAIR AVE

ERIE ST

PACIFIC ST

ONTARIO ST

HIGHWAY 2

LILY AVE

RIVER ROCK RD

NORTHSHORE DR

WESTWOOD DR

ELM ST

ASH ST

BIRCH AVE

LARKSPUR ST

LUPINE ST

TRIANGLE DR

5TH ST

4TH ST

DAWN WAY

SYRINGA HEIGHTS RD

LOWER SYRINGA RD

CANOE COVE

POR SHR

LPO SHR

HIGHWAY 95

LB SHR

0 2,000 4,000 Feet

Legend

Existing FF Deficiencies
(Labels Indicate FF Requirement)
- Greater than 1000 gpm
- 500 - 1000 gpm
- 50 - 500 gpm

Existing Watermains
- < 6"
- 6"
- 8"
- 10" - 12"
- 14" - 18"
- > 18"

City Water Service Sub-Areas
- Kootenai
- Ponderay
- Sandpoint
- Bonner County
- WTP Water Treatment Plant
- Reservoir
- PS Pump Station
- Roads
- Railroad
- Parcels
- Sandpoint WSA

murraysmith

City of Sandpoint
Water System Master Plan

Figure 4-3
2018 Fire Flow Deficiencies

N W E S

SANDPOINT

SANDPOINT

September 29, 2022

Villelli Investment
Attn: Bobby McGhee
PO Box 1785
Sandpoint, ID 83864

Subject: **Will Serve Confirmation: Proposed McGhee Subdivision; RPP00000027801A, Section 2, Township 57 North, Range 2 West, Boise Meridian, Bonner County, Idaho**

The City of Sandpoint has the capacity and ability to provide water for the subject properties within the City of Sandpoint water service area. An existing 8-inch public water main is located within Vermeer Drive, directly south of the subject property. A new 12-inch public water main will be extended north through the proposed development and loop back to the existing 10-inch public water main to the east.

A hydraulic model for fire flow plus max day demand (MDD) was completed on the basis of a 60-unit development, Water & Sewer Layout Plan (dated May 2022), and pipe sizing of a 12-inch water main on Vermeer Drive & Main Road. The results were approximately 23 psi available during fire flow, meeting the minimum criteria of 20psi.

Declining balance determination confirms that the City's system has the capacity to supply the service area of the system served by the extension.

Upon approval of engineered plans, proof of a valid building and plumbing permit, payment of applicable fees, and completion of approved water infrastructure improvements, water service will be provided.

The City of Sandpoint's ability to serve water is dependent on a variety of factors; this confirmation is based upon an assumption that the project will be developed within five years.

Please feel free to contact me with any questions.

Sincerely,

Amanda Wilson
Infrastructure & Development Services Director
awilson@sandpointidaho.gov
208.263.3428

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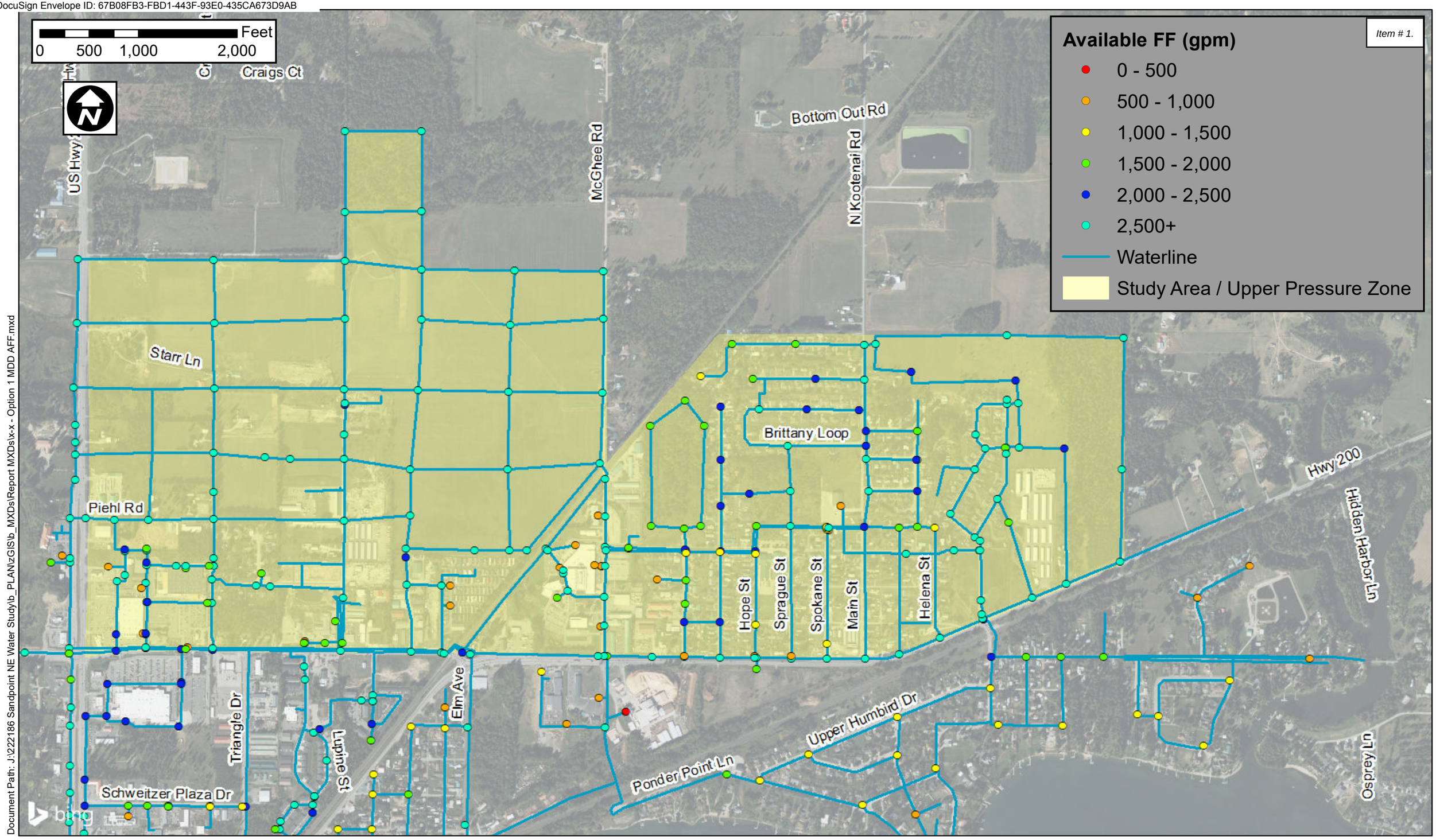

Document Path: J:\222186 Sandpoint NE Water Study\b_PLANz\GIS\b_MXDs\Report MXDs\x-x - Option 1 MDD AFF.mxd

KELLER ASSOCIATES

Option 1 - 2038 MDD AFF

Northeast Water Service Strategy

SANDPOINT

Figure X

City of Sandpoint

SANDPOINT

ABILITY TO SERVE WATER
APPLICATION CHECKLIST

Step 1: email the application form and applicable submittals to development@sandpointidaho.gov

Step 2: if the application is complete, an invoice for payment of review fees (as applicable) will be sent to the applicant. Payment of these review fees establishes the application date and initiates the review period.

If the application is not complete, a list of outstanding information/documents will be sent to the applicant.

Step 3: you will be contacted in approximately 15 business days with a review status update.

Step 4: upon determination that your application has been reviewed, an invoice for any remaining fees will be provided. Upon payment of fees, a letter will be issued, notifying the applicant of the City's ability to serve water.

SUBMITTALCHECKLIST - REVIEW

Yes	N/A	Document
☑		Application Form (see attached)
☑		Preliminary Site Plan, Water Utility Layout (Detailed Construction Documents are not required. Provide reference to existing utilities, if known; alignment of new water mains; and number/location of new service connections)
☑	☐	Multifamily, Commercial and Industrial Developments: Fixture Load Calculations required, stamped by licensed design professional (see enclosed demand form)

ARDUERA - SCOTT

SANDPOINT

Infrastructure and Development Services

City Use Only
Submittal Date: _____ Application No: _____

The City of Sandpoint's ability to provide new water service depends on a variety of factors. All inquiries related to the City's ability to serve a specific property shall submit this form and pay the application fees.

Application Form - Ability to Serve Water

Purpose of Request
- ☐ Sale of Property or Platting
- ☑ Conceptual/Planning
- ☐ Building Permit Application

Request to Serve
- ☐ Single family residence
- ☑ Multi-family residential
- ☑ Subdivision Development
- ☑ Commercial/Industrial

Existing Water Service
- ☑ No existing service
- ☐ Meter Size(s) _____
- ☐ Other (e.g. well)

Expected Water Service
- ☑ Single family residential number of lots: 64
- ☑ Multi-family, commercial, or industrial (see below): Meter Qty 10** Sizes TBD

**Assumes shared meter(s) for RV sites

Meter Sizes: determined by applicant's licensed professional, based upon number of fixtures/ fire demands, include form*.

250 LOTS PH

PROJECT/ SITE INFORMATION

NAME:	McGhee Development	PARCEL NO:	RPP00000027801A, RPP00000020104A
ADDRESS:		CITY:	Ponderay
DESCRIPTION:	2-57N-2W TAX 49 2-57N-2W GOV LOT 7 & SWNE LESS W 775FT; GOV LOT 8, SENE, S 60FT OF W 775FT OF SWNE		

OWNER

NAME:	Richard Villelli, Manager Bobby McGhee Golf and RV Resort, LLC	ADDRESS:	P.O. Box 1785
PHONE:	(208) 660-8474	CITY:	Sandpoint
EMAIL:	dick@villellipnw.com	STATE, ZIP:	ID 83864

AUTHORIZED REPRESENTATIVE

NAME:		ADDRESS:	
PHONE:		CITY:	
EMAIL:		STATE, ZIP:	

ENGINEER

NAME:	Scott McNee, P.E. Ardurra Group, Inc.	ADDRESS:	7950 N Meadowlark Way, Suite A
PHONE:	(208) 762-3644	CITY:	Coeur d'Alene
EMAIL:	smcnee@ardurra.com	STATE, ZIP:	ID 83815

RELATED PERMIT NO. _____

This application is limited to a review of the City's ability to provide water service. It is NOT a detailed review of construction documents and does result in permit issuance. The City will perform an analysis of the existing system and the proposed demands. The City must have the capacity to provide the minimum pressure of water required for the proposed service, as well as the capacity. The City may need to perform a hydraulic model and fire flow analysis to determine its ability to serve water at the proposed location.

The application fee is set by the currently adopted fee schedule. If a hydraulic model is required, the application will be informed. Hydraulic modeling costs are typically $2,875 and shall be paid by the applicant prior to the City issuing model results or a determination of the City's ability to serve water. By submitting this application, the property owner hereby agrees to pay the associated fees.

SANDPOINT

DEMAND FORM

Date: 6/5/24 **Name:** McGhee Development **Project Tracker ID (if applicable):** _____

Property Address: RPP00000027801A, RPP00000020104A

Name of Building or Business: _____

Legal Description: 2-57N-2W TAX 49
2-57N-2W GOV LOT 7 & SWNE LESS W 775FT; GOV LOT 8, SENE, S 60FT OF W 775FT OF SWNE

Property use: ☐ Commercial ☐ Multi-family (total units_____) (units to be sprinkled_____) ☑ Mixed use* (Commercial & Multi-family) (total units 304 ERUs) ☐ Irrigation only

HYDRANT SITE FLOW DATA -

Total fire flow required for this site: 2,000** **GPM @ 20 PSI** **Minimum # of required fire hydrants:** Est. 15**

List ALL hydrants approved for use by the Fire Department to meet the fire flow (by City of Sandpoint Water hydrant #):

If the hydrant is a new hydrant and a hydrant # has not been assigned, please identify the hydrant as "New" and reference location on site plans

(1)_____ (4)_____ (7)_____
(2)_____ (5)_____ (8)_____

**Assumes 500' hydrant spacing. Fire flow based on assumption of fire sprinklers for Apartment and Clubhouse buildings.

FIRE LINE SPRINKLER DEMAND DATA - all sizes

View sheet 2 for flow capacities per size

# of square feet to be sprinkled: 5 ea. buildings @ 20,000 SF each **# of stories to be sprinkled:** Assume max. 2

Required sprinkler flow: _____ gpm **Requested size:** _____

Required residual pressure: 40 psi **Please check the box if there is a redundant fire line:** ☐

Please check the box if fire pump is required: ☐ **Please check the box if this fire sprinkler line is a NFPA 13D:** ☐

Name of the street(s) where the main is to be tapped is: _____

DOMESTIC ONLY DEMAND DATA - all sizes

View sheet 2 for meter capacities

Tap size requested: _____" **Domestic maximum load:** ** _____ gpm

*** For mixed use only, please provide the following: Commercial area:** ** _____ square feet

If this tap will also serve irrigation, please provide the following:

Area of irrigation only: *** _____ square feet **Irrigation maximum load:** _____ gpm

Concurrent irrigation/domestic use: ☐ yes ☐ no

**Approximate 304 ERUs for combined domestic and commercial demand

***Total assumed irrigation area for SF Lots, RV Area and commercial areas is 20 acres. Golf irrigation from other sources.

Name of the street where the main is to be tapped is: _____

IRRIGATION DEMAND DATA - use this section only if irrigation will be served by its own separate tap

View sheet 2 for meter capacities

Tap size: _____" **Area of irrigation only:** _____ square feet

Maximum load: _____ gpm

If the area of irrigation is over 43,560 square feet refer to City of Sandpointwater.org/DoingBusinesswithUs/PlanReviews/IrrigationPlanSubmittal/

Name of the street where the main is to be tapped is: _____

ALL IRRIGATION FOOTPRINT POWERED

ATTACHMENT 4

EXTEND WATER MAIN TO CONNECT TO EXISTING WATER MAIN IN MCNEARNEY ROAD

EL=2132.45'

FIELD OF DREAMS

CONNECT TO EXISTING 8" WATER MAIN IN VERMEER DRIVE

VERMEER DRIVE

EL=2128.94'

EL=2131.47'

COMMERCIAL (STORAGE UNITS)
TOTAL AREA = 5.8 ACRES
5 ERU

PROPOSED WATER MAIN (TYP.)

EL=2132.56'

CLUBHOUSE
TOTAL AREA = 4.1 ACRES
10 ERU (10,000 SF BUILDING)

ZONE BOUNDARY (TYP.)

30' HALF ROW (TYP.)

60' ROW (TYP.)

APARTMENT HOUSING
TOTAL AREA = 10.9 ACRES
100 ERU (100 UNITS)
(4 EA. APPROX. 20,000 SF BUILDINGS)

EL=2133.20'

SINGLE FAMILY HOUSING
TOTAL AREA = 10.1 ACRES
NOT INCLUDED

EL=2130.58'

EL=2132.58'

EL=2132.27'

RV LOTS
TOTAL AREA = 25.5 ACRES
125 ERU (250 UNITS)

REZONE AREA:
COMMERCIAL ZONE
108 ACRES

PROPOSED WATER MAIN (TYP.)

REZONE AREA:
RESIDENTIAL ZONE
79 ACRES

EL=2127.43'

CONNECT TO EXISTING 10" WATER MAIN IN MCGHEE ROAD

MCGHEE ROAD

PUBLIC ROAD RIGHT-OF-WAY (TYP.)

SINGLE FAMILY HOUSING
TOTAL AREA = 9.0 ACRES
64 ERU (64 UNITS)

GOLF
TOTAL AREA = 101.8 ACRES
NOTE: ASSUME GOLF IRRIGATION PROVIDED FROM TREATED WASTEWATER EFFLUENT, SUPPLEMENTED FROM PRIVATE WELLS

DRAFT

MCGHEE DEVELOPMENT CONCEPTUAL WATER PLAN

0 75 150 300 450

DATE: 5/15/24 JOB: 220535

ARDURRA
7950 N. MEADOWLARK WAY, SUITE A
COEUR D'ALENE, IDAHO 83815
208-762-3644 | WWW.ARDURRA.COM

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SANDPOINT

September 29, 2022

Villelli Investment
Attn: Bobby McGhee
PO Box 1785
Sandpoint, ID 83864

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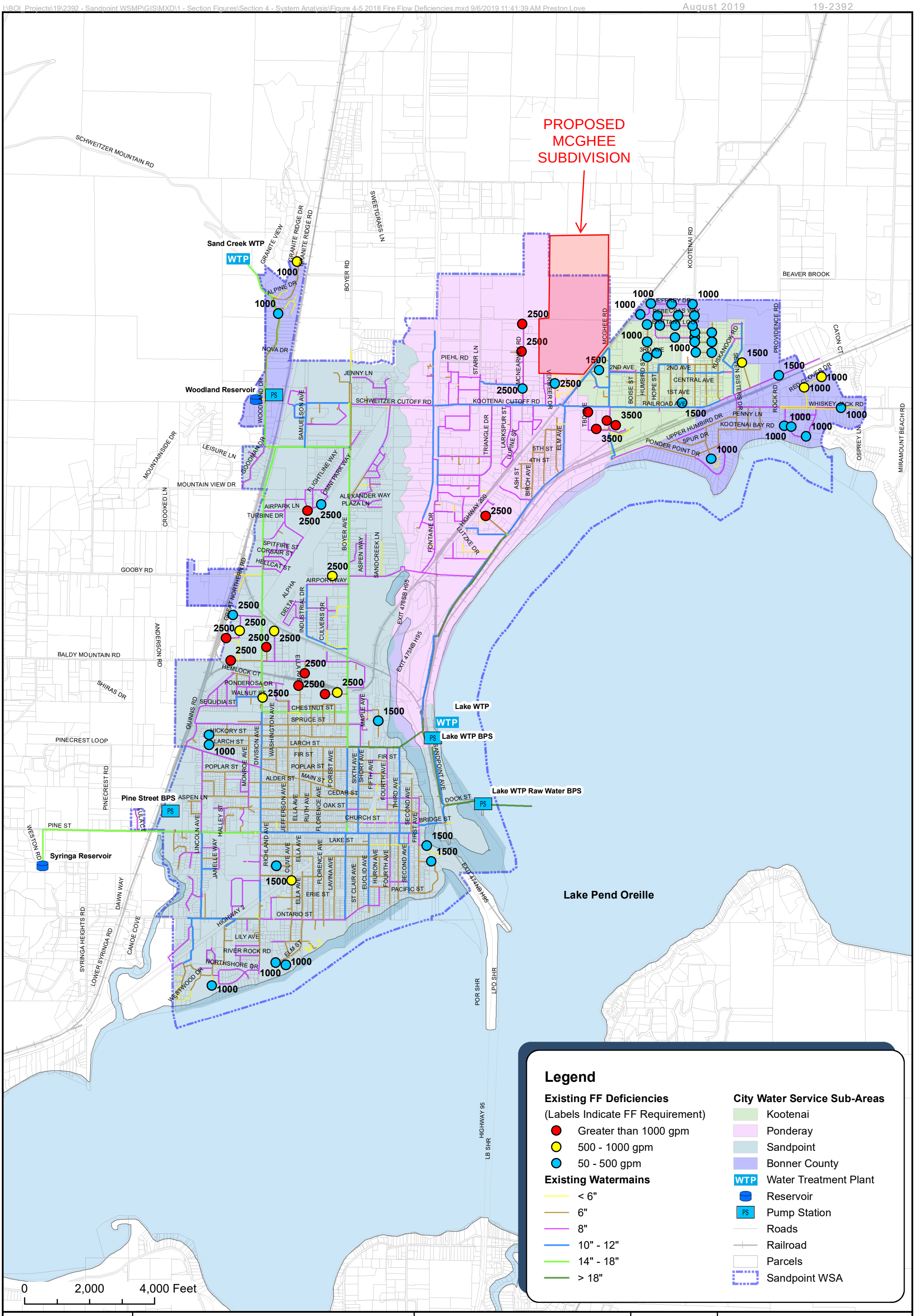
Please feel free to contact me with any questions.

Sincerely,

Amanda Wilson
Infrastructure & Development Services Director
awilson@sandpointidaho.gov
208.263.3428

ATTACHMENT 6

I:\BOI_Projects\19\2392 - Sandpoint WSMP\GIS\MXD\1 - Section Figures\Section 4 - System Analysis\Figure 4-5 2018 Fire Flow Deficiencies.mxd 9/6/2019 11:41:39 AM Preston.Love August 2019 19-2392



murraysmith

City of Sandpoint
Water System Master Plan

Figure 4-3
2018 Fire Flow Deficiencies

N W E S

SANDPOINT

LAKE CITY LAW

Fonda L. Jovick | Managing Partner
Zachary W. Jones | Attorney at Law
zjones@lclattorneys.com
208-664-8115

December 16, 2024

To: Mayor Grimm and City Council
From: Zachary Jones
RE: McGhee Development Water Service Application Denial

LEGAL MEMORANDUM

I. INTRODUCTION AND BACKGROUND

The City of Sandpoint (hereinafter "the City") serves water outside of its municipal city limits. The instant water services application is for a parcel not located within the Sandpoint city limits and is instead located in the City of Ponderay. On May 20, 2024, McGhee Development ("Applicant") submitted an application for water service for a proposed 304 equivalent residential unit (ERU) mixed-use development. The City denied the application on September 24, 2024, citing concerns related to fire flow deficiencies. The Applicant has appealed the denial. All correspondence regarding the application and denial of water services are attached to the staff report provided to Mayor and Council, the Applicant, and published along with the City Council Meeting Agenda.

II. LEGAL AUTHORITY

The state of Idaho empowers cities to establish, manage, and maintain domestic water systems. *See* Idaho Code § 50-323. Additionally, cities within the state are empowered to act jointly operating these systems. *See* Idaho Code § 50-324. The City has enacted its own authority regarding water service applications which can be found in Sandpoint City Code Title 7, Chapter 6, and the Sandpoint City Water Rules and Regulations. Additionally, the City enacted Resolution 07-50 on July 18, 2007, and Resolution 11-25 on June 15, 2011, which set forth the City's policies regarding serving water outside of its

boundaries[1]. These Ordinances, Rules and Regulations, Resolutions and Policies are attached hereto for ease of reference.

As an initial matter, it must be determined whether the City of Sandpoint has an obligation to apply its ordinances, rules and regulations, and policies to this particular water services application. The City's municipal water system ordinance § 7-6-4 provides that the chapter is applicable to "all water users and property owners within the corporate city limits and any water users outside the corporate city limits receiving water service from the city's drinking water system." The term "Water User" is defined in Sandpoint City Code § 7-6-3 as follows: "Any person making authorized and proper use of the drinking water system and/or the water delivered thereby and who has made application for water service and such application has been granted and has paid for such service, water, and all fees required."

As stated above, the Applicant is not within the municipal city limits, the Applicant does not currently receive water from the City, and the Applicant's application for water services has not been granted. Therefore the Applicant is not a water user as defined by the Sandpoint City Code. It is the City's position that, under these circumstances, the City does not have an obligation to serve water, or to apply its Code, Rules, or Policies to persons or entities that do not fall within the confines set forth in the City's municipal water system ordinances.

Without conceding that the City has any obligation to provide water to areas outside of its boundaries, and to persons or entities not currently receiving water, and that are not "water users," the City will next analyze the reason for the denial under Sandpoint City Code § 7-6-12 and Water Rules and Regulations Section III.1.D. Under Sandpoint City Code 7-6-12, the City may deny an initial application for water service for "good cause," including but not necessarily limited to circumstances where conditions

[1] At some unknown time around 2015 the City stopped following the policies and procedures set forth in Resolutions 07-50 and 11-25. There is nothing in the City's record, however, voiding or nullifying these policies and therefore they remain in effect.

are impractical to provide service. Section III. D. of the City's Water Rules and Regulations provide additional circumstances where the City may deny a water service application. Subsection 2 provides that the City may refuse "to install a service connection which the City reasonably determines will cause an undue hardship on the City or its Water Users." And Subsection 5 permits the City to refuse "to install any connection whereby the City has reasonably determined the conditions do not conform to sound engineering design or do not meet the standards of the City or may cause a risk to public health.

Resolutions 07-50 and 11-25 establish policies for the City to rely upon when serving water outside its boundaries. Resolution 07-50 provides admission criteria and the application process and requirements including the process for review of the application, a point system checklist, a water supply development agreement, waivers, fees, connection and connection costs. Particularly noteworthy is that the consent to extension of the system requires the majority vote of City Council, the extension of the system strives for no negative impact on current users' water quality, as well as no negative impact on the hydraulic performance of the entire system, and finally consent to extension of the system requires the existence of intergovernmental agreements between the City of Sandpoint and any other involved municipality or public entity (i.e. the City of Ponderay).

Resolution 11-25 provides for separate additional admission criteria. Specifically, it requires, when evaluating applications for water service, the City shall apply the following criteria and failure to meet these criteria results in rejection of the application:

1. Build-out criteria are city specific. (Ponderay's build out is quicker than Kootenai's, expansion to Ponderay boundary may be considered w/o waiting for Kootenai's build out to meet criteria).
2. A net density of 4 Equivalent Residential Units ("ERUs") per acre will be required 'before expansion of water boundary will be considered 'again."' Subtraction of land for parks, right of way, wetlands, etc. will not be done.
3. Specifically, for the 395 acres considered for the boundary expansion in Ponderay, 1,580 ERUs will have to be paid for and build before expansion of the water boundary system will be considered. The 395 acres are covered in the attached map

that includes the entire proposed Field of Dreams and 20 acres along Highway 95. For the 129 acres in Kootenai, 516 ERUs will have to be paid for and build before expansion of the water boundary will be considered. Prior to consideration of any further expansion of the boundary, an economic analysis is to reflect that the previous expansion has financially broken even.

4. The subject city shall consent to the expansion of the water boundary in their city before the City of Sandpoint will consider a request for expansion from non-city entities.
5. A fee for expansion request from entities other than cities will be paid before expansion requests are considered.
6. All expansions of the Sandpoint Water Boundary system (following this initial expansion of 395 acres in Ponderay and 129 acres in Kootenai are subject to a hydraulic review to determine the engineering, construction, water system economic impacts of the expansions. The developer making the request for expansion shall bear the full costs of the review.
7. New hookups within the expansion area outlined above will be limited to 50 ERUs until reconstruction of the Lake Water Treatment Plant is completed.

As noted in footnote 1 of this memorandum, the City stopped adhering to the processes set forth in the Resolutions at an unknown time but probably around 2015. No additional resolutions, adopting different out of boundary water application policies and procedures have been identified and therefore these resolutions still remain effective. Many of the requirements set forth in these resolutions have not or cannot be verified. For example, Resolution 07-50 requires intergovernmental agreements between the respective public entities. Similarly, Resolution 11-25 requires the City of Ponderay or the City of Kootenai, as applicable, to consent to the expansion of water boundary within its municipal boundaries before the City of Sandpoint will consider a request from a private entity. Although the manner in which said consent is to be obtained is not provided. This Resolution additionally requires that 1,580 ERUs must be paid for and built before the expansion of the boundaries will be considered. The City's municipal water system ordinance was amended in March of 2020 and the ordinance prevails over any inconsistencies regarding the process set forth in these resolutions, however these resolutions do set forth an application criteria and an application process that has not been adhered to in this instance.

III. HEARING PROCEDURE

Without conceding that the city code is applicable under this circumstance, the City is agreeable to providing the Applicant with a formal public hearing. Sandpoint City Code §§ 7-6-16 and 7-6-17 set forth the hearing procedures for the denial of an application for water services. This is a formal proceeding where the following basic hearing standards are as follows:

A. The governing body's decision must be fair and impartial based on the facts presented at the hearing.
B. The person requesting the hearing has the right to call witnesses, give testimony and submit evidence as to any facts of the matter. The city has the same right.
C. The city shall make a full record of the proceedings by electronic recording and must preserve the recording for a period of thirty (30) days.
D. The city council's decision must be given in writing, stating the reason for the decision.
E. The city council's decision is the final administrative decision available to the water user.

IV. PRIMARY GROUNDS FOR DENIAL

The City's position is that it has no obligation to serve beyond its boundaries to persons or entities that are not water users and are not receiving water from the City. However, even if the Sandpoint City code is applicable here, the City may deny an application for water services for good cause. SCC § 7-6-12. This includes, but is not limited to, circumstances where conditions are impractical to provide the service. *Id.* The City's position is that good cause for the denial exists primarily based on deficient fire flow. The City's 2018 Water System Master Plan documented existing fire flow deficiencies in the immediate vicinity of the proposed development. Adding 304 ERU's of additional demand would exacerbate these deficiencies. The applicant argues that a proposed water main looping would resolve these concerns based on a 2022 "will serve" letter and a 2023 study related to the future water main looping. However, these do not overcome the current denial because the prior will serve letter was for a

substantially smaller development which consisted of approximately 60 units rather than 304 units. And the 2023 study merely shows the conceptual future improvements, not the current water system capacity.

The City's denial is further grounded in its Water Rules and Regulations § III.1.D, which specifically authorizes denial of service connections where the connection "may cause an undue hardship on water users" or the connection would create "conditions that do not conform to sound engineering design or may cause a risk to public health." *Id.* There already are existing documented fire flow deficiencies in the area. An additional 304 ERUs would worsen these deficiencies resulting in reduced fire protection capability for existing users. This impact constitutes an undue hardship. Additionally, the increased demand would further reduce fire flows and create a risk that the water pressure could drop below the IDAPA-required 20 psi minimum which creates conditions that do not conform to sound engineering design and may cause risk to public health.

V. CONCLUSION

In summary, the Applicant is not located within the City's boundaries, and it is not receiving water from the city. It is not a water user as defined by the Sandpoint City Code and therefore the City has no obligation to serve the applicant. Even if the City were to apply the Municipal Water System Ordinance to the application, the City may still deny the application if the City council finds good cause for the denial.

It is the City's position that the denial of the water services application is supported by the Sandpoint City Code and the Sandpoint Water Rules and Regulations. The City cannot safely accommodate this scale of development given current system constraints and documented deficiencies.

Sincerely,
LAKE CITY LAW GROUP PLLC

Zachary Jones
Deputy Attorney for City of Sandpoint

CHAPTER 6 MUNICIPAL WATER SYSTEM

7-6-1: Short Title:

This chapter shall be known as the Municipal Water System Chapter.

(Ord. 818, 9-16-1985; amd. Ord. 1372, 3-4-2020)

7-6-2: Purpose:

It is hereby determined and declared to be necessary and conducive to and for the protection of the health, safety and welfare of the public and inhabitants of the city, and for the purpose of controlling the use and connection to, and for providing and equitable distribution of the costs and expenses of maintenance, operation, upkeep and repair of the entire municipal water system which includes the water supply, water storage and water distribution facilities of the city, to charge and collect service charges or fees upon all lots, lands, property and premises served or benefitted by the municipal water system of the city, which system and facilities consist generally of all wells, storage reservoirs, transmission mains, structures, buildings, chlorination facilities, valves, service connections, service meters, fittings, mechanical equipment and all other facilities as required for the furnishing and distribution of water as a public system to the citizens of the city; and to provide for the control, use and administration of the installation of private domestic water systems where a public water system is not available.

(Ord. 818, 9-16-1985; amd. Ord. 1372, 3-4-2020)

7-6-3: Definitions:

Unless the context specifically indicates otherwise, the meanings of terms used in this chapter shall be as follows:

ADJUSTED TOTAL COST TO PRODUCE WATER (ATC): The quotient of the quantity of total water produced during a fiscal year divided by the total adjusted cost of producing such quantity during such fiscal year.

CITY: The City of Sandpoint, Bonner County, Idaho, or its authorized or designated agent, representative, or duty thereto.

CONNECTION: Each structure, facility, or premises which is connected to a water system, and which is or could be used for domestic purposes, is considered a single connection. A single-family residence is considered to be a premises. Multi-family dwellings and apartment, condominium, and office complexes are considered single connections unless individual units are billed separately for water by the water system, in which case each such unit shall be considered a single connection.

DRINKING WATER SYSTEM: The municipal water system including all mains, pipes, and structures through which water is obtained and distributed, including wells and well structures, intakes and cribs, pumping stations, treatment plants, reservoirs, storage tanks and appurtenances, collectively or severally, actually used or intended for use for the purpose of furnishing water for drinking or general drinking use.

MAIN EXTENSION: Refers to all proposed extensions of the drinking water system to serve undeveloped areas within the existing corporate limits, newly annexed areas, or areas outside the corporate limits of the city.

MAY: "May" is permissive (see definition of "Shall").

METER SIZE FACTOR: See the Sandpoint rules and regulations and main extension policies and procedures for the City of Sandpoint water department for a measurement of the relative capacity of different meter sizes, as determined by the Sandpoint rules and regulations.

MUNICIPAL WATER SYSTEM PLAN: Preliminary maps, plans, and outlines for extension of the drinking water system as adopted by the city.

OCCUPANT: Refers to the tenant, developer, leaseholder, or other person who occupies the property of an owner that is served by the drinking water system.

OWNER: Refers to the property owner whose property is served by the drinking water system.

PERSON: Any individual, firm, company, association, society, corporation or group.

PRIVATE FIRE SERVICE CONNECTION: A separate and independent connection from the municipal water main that connects directly to a sprinkler system or fire control device that has been, or is to be, installed in any building for the purpose of fire control within the specific building and said connection is to be for no other purpose.

PRIVATE WATER SERVICE LINE: The portion of the water service line that runs from the building being served to the point of connection with the water meter.

PUBLIC WATER SERVICE LINE: See definition of SERVICE CONNECTION.

SERVICE CONNECTION: Refers to that portion of a water service line that runs from its connection with the water main to and including the curb stop and/or valve box and meter that is installed on the service line. It will usually be installed within the limits of the right-of-way or utility easement if feasible and, after installation pursuant to the provisions of this chapter, it shall be owned and maintained by the city.

SHALL: "Shall" is mandatory (see definition of "May").

WATER MAIN: A pipe within a drinking water system which is under the control of the city and conveys water to two (2) or more service connections or conveys water to a fire hydrant. The collection of water mains within a given water supply is called the distribution system.

WATER USER: Any person, making authorized and proper use of the drinking water system and/or the water delivered thereby and who has made application for water service and such application has been granted and has paid for such service, water, and all fees required.

WHOLESALE USER: Another community public water system served by the city.

UNAUTHORIZED WATER USER: Any person who makes any use of the municipal water system or the water delivered thereby who is not an authorized water user or who improperly or illegally uses the water system, or who causes damage or injury to the system in any fashion.

(Ord. 818, 9-16-1985; amd. Ord. 1008, 5-20-1998; Ord. 1372, 3-4-2020)

7-6-4: Applicability of Provisions:

The provisions of this chapter shall apply to all water users and property owners within the corporate city limits and any water users and owners outside of the corporate city limits receiving water service from the city's drinking water system. Whenever any person desires to become a water user shall apply to the city for service and agree to be governed by such rules and regulations not inconsistent with this chapter, as may be prescribed by the mayor and city council for the control of the water supply.

(Ord. 1065, 11-21-2001; amd. Ord. 1372, 3-4-2020)

7-6-5: New User Facility Fee:

There is hereby established a new user facility fee, which fee is as nearly as possible proportionate to the investment of all water users of the drinking water system in the operation, maintenance, repair and replacement of the existing drinking water system facilities.

The new user facility fee (hereinafter "NUFF") shall be set by resolution adopted by the city council.

The NUFF per meter size factor may be updated yearly.

Each such updated NUFF shall be set by separate resolution adopted by the city council, and shall account for the increased value of drinking water system components, the depreciated value of drinking water system components, and projected increased costs of operation, maintenance, repair and replacement of the drinking water system.

(Ord. 818, 9-16-1985; amd. Ord. 1008, 5-20-1998; Ord. 1372, 3-4-2020)

7-6-6: Reserve Fund for Drinking Water System Facility Replacement:

There is hereby created a reserve fund dedicated to replacement of the city's existing drinking water system components. Funds derived from the charge of the NUFF and the user facility fee element of the water service fee shall be placed in this dedicated reserve fund. The money, so reserved, may be utilized to replace pumps, valves, and mechanical equipment, electrical components, existing water mains, fire hydrants, buildings utilized by the drinking water system for storage, operation and maintenance, and administration of the drinking water system; replacement of existing construction associated with the city's water intake pumping system, diversion dam, drinking water treatment plants, and, installation of water meters.

The money from said reserve fund is not to be utilized for regular operation and maintenance of the drinking water system.

(Ord. 818, 9-16-1985; amd. Ord. 1372, 3-4-2020)

7-6-7: Payment of New User Facility Fee:

A. Payment of the NUFF shall be made to the city at the time, and in the percentages or amounts, prescribed by resolution adopted by the city council.

B. Such payment provisions may be amended yearly by separate resolution adopted by the city council.

(Ord. 818, 9-16-1985; amd. Ord. 1372, 3-4-2020)

7-6-8: Fees:

All water users are obligated to pay their proportionate share of the assessments, fees, and charges established in this chapter. All water users and owners who have been and are connected to the city's drinking water system who have not previously been charged are obligated to pay that proportionate share established during such period of usage provided that the demonstrable evidence is present to substantiate such usage. However, such evidence cannot predate January 1, 1976.

The owner, to the extent permitted by law, and occupant of any such premises using the drinking water system shall be jointly and severally liable for all fees and charges due for services received from the city's drinking water system. Such charges shall become a lien upon and against the property against which the charge or fee is levied to

the extent permitted by the laws of the state of Idaho and the ordinances of the city that may be collected in a manner permitted or hereafter permitted by law.

The NUFF, service connection fees, main extension fees, monthly service fees, reconnection fees, and inspection fees shall be established and set by the city conciland administered in accordance with the rules and regulations adopted by resolution.

(Ord. 1372, 3-4-2020)

7-6-9: Delinquency; Notice:

If a bill is not paid before the twenty-fifth (25th) day of the month in which the bill is due, the same shall become delinquent. Water users shall be notified of this delinquency and if the entire bill is not paid in full, within fifteen (15) days after service of this notification on the water user, the right to water use shall cease and terminate unless the water user requests a pretermination hearing.

Should the water user not request a pretermination hearing, or if an adverse decision is rendered against the water user as a result of the pretermination hearing, the city may require the water user to pay the delinquent bill attributable to their use plus the reconnection fee as authorized under the approved rate schedule as a condition to reconnecting the water service again.

The city in its delinquency notice to all water users shall inform, in writing, all water users of their right to a pretermination hearing, with such hearing to be held with the due process protection described below, and that the city will not discontinue water service prior to a fair and impartial hearing after timely and adequate notice and an opportunity to confront witnesses, to personally appear with retained counsel, to be judged on facts introduced at the hearing and otherwise be heard and defend the claim made by the city.

If a pretermination hearing is requested by the water user, the city concilshall have the responsibility of holding pretermination hearings and shall make a record of any said hearing. The city concilshall render its decision in writing, giving the reason for its termination in the form of findings and conclusions. If the decision is adverse to the water user, the city concilshall inform the water user that its determination is the final administrative proceeding and that, by exercising the right to a pretermination hearing, the water user has exhausted his administrative remedies and further that the water user may contest the decision of the city concilat the pretermination hearing by filing appropriate proceedings and litigation in the district court having competent jurisdiction.

Provided, however, that the city shall not intentionally deny or discontinue water service to any water user because of a delinquent bill on that premises which is attributable to a prior water user; provided further, that the city shall not intentionally deny water service to any water user, for whatever reason, without informing the water user of a right of a hearing to the city concilon the issue on whether the city can initially deny water services.

In the case of an initial denial of water services, the city is not required to provide water service pending a hearing; however, a hearing upon request of the water user initially denied water service shall be held as expeditiously as possible and shall be held in the same manner and in accordance with the procedures of the pretermination hearing set forth above.

(Ord. 818, 9-16-1985; amd. Ord. 1114, 6-16-2004; Ord. 1372, 3-4-2020)

7-6-10: Water System Funds:

All fees and charges received and collected under the authority of this chapter, with the exception of the NUFF and the user facility fee element of the water service fee, shall be deposited and credited to a fund to be designated as the water system fund. The accounts of said fund shall show:

A. All receipts and expenditures for the maintenance, operation, upkeep, repair and administration of the drinking water system.

B. Any payment into a sinking fund established for the purpose of paying the principal on the water indebtedness of the city which shall from time to time be outstanding.

C. Any payment into a reserve fund established for the purposes of maintaining a reserve account as required by the farmers home administration in conjunction with the purchase of revenue bonds.

D. Any payment into a sinking fund established for the purpose of providing sufficient monies to replace water department equipment.

As provided by law, when budgeted and appropriated, the funds and credits to the account of the water system fund shall be available for the payment of requirements for the maintenance, operation, repairs, upkeep, and administration of the drinking water system of the city; and to the extent legally available for payment into a sinking fund established for the payment of the principal of and interest on any water bond indebtedness of the city which shall from time to time be outstanding.

(Ord. 818, 9-16-1985; amd. Ord. 1372, 3-4-2020)

7-6-11: Rules and Regulations Applicable to the Water System:

As the rules and regulations of the City Water Department are extensive and will be changed from time to time, and it is deemed advisable by the mayor and city concilthat such rules and regulations be adopted and amended by resolution rather than by ordinance, it is hereby declared by the mayor and city concilthat the rules and regulations applicable to the water department of the city may be adopted by resolution of the mayor and city council.

(Ord. 818, 9-16-1985; amd. Ord. 1372, 3-4-2020)

7-6-12: Denial of Water Service Upon Initial Application:

The city may deny an initial application for water service for good cause. Such instances may include, but not be limited to, unresolved prior debt or dispute, conditions are impractical to provide the service, or history of violation of items listed in this chapter.

(Ord. 818, 9-16-1985; amd. Ord. 1372, 3-4-2020)

7-6-13: Involuntary Termination of Water Service:

Involuntary termination of water service may occur if:

A. The user's account becomes delinquent in accordance with this chapter; or

B. Other abuses of water service privileges occur, such as, but not limited to, tampering with service pipes, meters, seals or other city facilities; use of equipment which adversely affects the city's service to other users; wasting water, and giving false information in application for water service.

(Ord. 818, 9-16-1985; amd. Ord. 114, 6-16-2004)

7-6-14: Right of Entry for Inspection or Testing:

A. Free access to all places supplied with water, at all reasonable hours, shall be allowed employees of the city, or their designee to examine the apparatus, the amount used, and the manner of use of the same, and any water user violating any of the rules and regulations controlling the water supply.

B. The city, through its authorized representative bearing proper credentials and identification, shall be permitted, during proper and reasonable hours of the day, to enter all properties, premises or buildings to which water is furnished from the municipal water system in accordance with the provisions of this chapter. Also, the city, through its authorized representative bearing proper credentials and identification, shall be permitted to enter all private properties through which the city holds a duly negotiated easement for the purpose of, but not limited to, inspection, observation, repair, and maintenance of any portion of the municipal water system lying within said easement. All entry and subsequent work, if any, on said easement shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

(Ord. 1372, 3-4-2020)

7-6-15: Water System Protection:

The protection of the drinking water system is paramount for public health and following actions are considered unsafe and prohibited:

A. Permitting any person from another premises to take water from the customer's water service or tap without written permission of the city.

B. Using water from a city fire hydrant without the express written approval of the city fire chief and City Water Department.

C. Turning on or turning off water at the city's shut-off, tampering with, interfering with, making repairs, connections or replacements to any city property, including any water meter or remote recorder on private premises.

D. Placing any obstruction upon or about any hydrant, gate valve box, meter, meter box or other substance so as to prevent free access at all times to the same.

(Ord. 818, 9-16-1985; amd. Ord. 1372, 3-4-2020)

7-6-16: Denial of Initial Application for Water Service:

If the city has reasonable cause to deny an initial application for water service, the city shall notify the applicant in writing, stating the reason for the denial and the right to appeal.

If a hearing is requested, it shall be conducted in the same manner as the pretermination hearing described in this chapter. In all cases of initial denial of water service, the applicant has no right to water service pending an appeal of the decision to the city council.

(Ord. 818, 9-16-1985; amd. Ord. 1372, 3-4-2020)

7-6-17: Pretermination Hearing:

The pretermination hearing shall be conducted before the city council in a formal proceeding. Basic hearing standards to be met are as follows:

A. The governing body's decision must be fair and impartial based on the facts presented at the hearing.

B. The person requesting the hearing has the right to call witnesses, give testimony and submit evidence as to any facts of the matter. The city has the same right.

C. The city shall make a full record of the proceedings by electronic recording and must preserve the recording for a period of thirty (30) days.

D. The city council's decision must be given in writing, stating the reason for the decision.

E. The city council's decision is the final administrative decision available to the water user.

(Ord. 818, 9-16-1985; amd. Ord. 1372, 3-4-2020)

7-6-18: Metered Water Users:

A. Authority to Operate: It shall be unlawful for any person, except one duly authorized by the city, to open, close, operate, turn on, turn off, interfere with, attach any pipe or hose to or connect anything with any fire hydrant or auxiliary valve belonging to the city.

B. Damaging Hydrants: It shall be unlawful for any person to injure any fire hydrant by any means, including, but not limited to, willfully or carelessly running any vehicle against a fire hydrant, or drawing or attempting to draw water therefrom.

C. Penalty: A violation of this section shall be a misdemeanor, and shall, upon conviction thereof, be punishable by a fine and/or imprisonment, as well as any other available civil, administrative, and/or criminal remedies and penalties, including restitution for all damages done to said hydrant.

(Ord. 1063, 11-21-2001; amd. Ord. 1372, 3-4-2020)

7-6-19: Penalties:

A. Notice of Violation; Responsibility for Remedy: Any person found to be violating any provisions of this chapter, other than for nonpayment of a water bill, may be shall be served by the city with a written notice stating the nature of the violation and providing ten (10) days for the satisfactory correction thereof; provided, however, in the event of an emergency, the city may shut off the water without notification. The offender shall, within the period of time stated in such notice, permanently cease all violations and if necessary, make all corrections and repairs to the system or pay for same if the city has to make the correction or repair.

B. Penalty Imposed; Discontinue Service: Any person who shall continue any violation beyond the time limit provided for in this section, shall be guilty of a misdemeanor and, on conviction thereof, shall be subject to penalty as provided in this code, and shall have his water service terminated. Each day in which such violation shall continue shall be deemed a separate offense.

7-6-20: City Not Liable for Shortage:

The city shall not be held liable for damage to any person or property by reason of stoppage or other interruption of the water supply, caused by scarcity of water, lack of pressure, accident to works or mains, alterations, additions, or repairs or from other unavoidable causes.

(Ord. 1372, 3-4-2020)

CITY OF SANDPOINT
WATER RULES AND REGULATIONS
2023

I. APPLICABILITY

These rules and regulations serve as the *Water Rules and Regulations* ("Water Rules") and are applicable to the entire drinking water system and all users, in accordance with and supplementary to City Code Title 7, Chapter 6– *Municipal Water System* and violating the Water Rules is subject to Section 19, Penalties.

II. GENERAL

1. Unless the context specifically indicates otherwise, the meanings of terms used in these Water Rules shall be as defined in City Code 7-6-3. For the purpose of these Water Rules, the following terms relating to the water provided by the City for human consumption and irrigation are interchangeable and have the same meaning: "drinking," "potable," and "domestic."

2. No person other than one authorized by the City shall uncover, make any connections with or opening into, use, alter, or disturb any element of the drinking water system, including but not limited to the public water service line without first obtaining a written permit from the City.

3. The Owner is entirely responsible for their private water service line, in accordance with Section V. All Water Users shall have the responsibility of, and be liable for, and shall pay for, all costs and expenses of maintaining their own private water service line(s).

4. The City shall not be obligated to perform any services whatsoever in locating leaks or other troubleshooting on private property, unless the service connection extends onto private property, whereby the City shall only perform work up to and including the water meter.

5. In cases of emergencies, repairs, or during periods of water shortage, the City may, with the approval of the City Council, restrict the use of water for any purpose.

III. SERVICE CONNECTIONS; PUBLIC WATER SERVICE LINE

1. APPLICATION AND PERMITTING:

A. New Service Connection

A service connection is considered new if the main requires a new water main tap. Existing Water User's requesting an additional or larger service connection are new service connections. Service connection replacement initiated by the City as the result of routine operations or capital improvement projects are not considered new service connections.

B. Application for New Service Connection

All new service connections require the Owner or their agent to make application for a permit on the form provided by the City. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the City and requested by the City. The Owner shall acknowledge all terms provided in the application.

C. Permit for New Service Connection

The City shall determine if the application is complete and issue a permit upon receipt of the applicable fees, as described herein.

D. Denial of Service Connection

Except as otherwise provided by these Water Rules, the City may refuse:

1. To install a service connection of larger size than, in its opinion, is necessary to properly serve the premises;

2. To install a service connection which the City reasonably determines will cause an undue hardship on the City or its Water Users;

3. To install one service connection to serve more than one (1) building or premises, except as allowed by the State of Idaho;

4. To install a service connection to the private water service line where the depth of the service line is less than four feet (4') deep;

5. To install any connection whereby the City has reasonably determined the conditions do not conform to sound engineering design or do not meet the standards of the City or may cause a risk to public health;

6. To install a service connection(s) to a new water main extension(s) that has not been accepted by the City;

7. To install a service connection(s), unless the plumbing inspector has provided written documentation that the private water service line meets the plumbing code adopted by the City; or,

8. To install a service connection(s), unless a valid building permit for the lot requiring service has been received.

E. Supply and Install of Service Connections

1. Meters and yokes shall be purchased from the City and installed by the City, regardless of who installs the remaining service connection. The installation of any other meter or yoke is considered an Unauthorized Water User.

2. Service connections may be installed by either the City, a private contractor hired by the City, or a private contractor hired by the Owner or Water User, as approved by permit issued by the City in accordance with these Water Rules. The City reserves the right to require a service connection be installed by a private contractor.

3. Private contractors installing service connections shall have proof of and maintain a valid Public Works Contractor License, Class A (Type 4 – Specialty Construction; Category 02500 – Utilities) as issued by the Idaho Division of Building Safety and shall provide certificate of insurance meeting the City's most current requirements.

4. Variances to the requirements of Section III.1.E may only be considered and made in writing as approved by the Division Director and the Responsible Charge Operator of Water Distribution.

5. The City may temporarily or permanently revoke a private contractor's ability to install service connections.

6. Any and all permitted work performed by an authorized private contractor shall meet the requirements of these Water Rules and the terms of the permit and failure to comply with such requirements constitutes a violation in accordance with City Code 7-6-19, *Penalties*.

2. RESPONSIBILITY; FEES:

A. Responsibility for Costs

1. Costs Borne by the City: The City is responsible for the maintenance of service connections and shall, at its own expense, replace or repair service connections as the result of City initiated routine maintenance, failures, the Municipal Water System Plan, or a capital improvement project.

2. Costs and Fees Borne by User: Cost and fees of new, upgraded, replaced or enlarged service connections shall be borne by the user whenever any service connection is at the request of the user and for the user's convenience.

B. Types and Requirements of Fees

In accordance with City Code, where adopted by resolution by the City Council, the following types of fees, as applicable, are required with all new service connections, in addition to other applicable and separate fees required by City Code, such as but not limited to building permit fees, impact fees, and various planning and zoning fees:

1. Permit Application Fee: per service connection, is a flat fee due upon application for all new service connections and generally includes the administrative review, processing and inspection costs.

2. Connection Fee (also referred to as "Hook-Up Fees"): per service connection, based upon service size, is a flat fee due upon application for a complete, new service connection supplied and installed by the City and generally includes the labor, materials, and equipment required to tap the water main and install the complete public water service line.

3. Meter-Only Fee: per meter, based upon service size, is a flat fee due upon application for the supply and install of a meter and yoke by the City, whereby all other labor, materials, and equipment to tap the main and supply and install the

public water service line are performed by a private contractor and directly paid by the Water User, in accordance with Section III.1.E.

4. New User Facility Fee (NUFF): based upon a meter size factor, in accordance with Section III.3.

5. Other Permit Application Fees: as required for service connections installed by a private contractor, hired by the Owner or Water User, in accordance with Section III.1.E.

3. NEW USER FACILITY FEE (NUFF):

A. Meter Size Factor Designation:
The meter size factor designation for Water Users of the drinking water system of the City to be used in establishing NUFF. The meter size factor (hereinafter "MSF") shall be determined by resolution of the City council.

B. Applicability of NUFF:
NUFF shall apply to all new service connections, including service connections outside City limits but excluding those served by a Wholesale User of the drinking water system. The NUFF is not an impact fee and is in addition to the other Service Connection Fees.

C. Credits:
Where an existing service connection requires relocating, enlarging, or replacing, a credit may be applied to the NUFF. The credit is calculated based upon the existing meter size factor, deducted from the new meter size factor. Where the new meter size factor is the same as the existing meter factor, the resulting calculation yields to a waiver of the NUFF. The credit may be applied to any location within the same parcel or subdivision. The credit is only applicable to the NUFF and does not apply to any other required fees.

D. Properties Excluded from NUFF:
Pursuant to action taken at the regular City Council meeting on December 19, 1988, each owner of the following lots, who makes application to become a Water User of the City's domestic water system, is specifically excluded from the obligation of payment of the NUFF but shall be obligated for the payment of all other fees owed pursuant to Title 7, Chapter 6, Sandpoint Code.

PONDER POINT

Plat of First Addition to Ponder Point:
Lots 6 and 11

Plat of Second Addition to Ponder Point:
Block 1, Lots 4, 8, 10

All plats listed above are according to the plat thereof recorded in the records of Bonner County, Idaho.

E. Extended Payment Plans:
New development with a NUFF exceeding $100,000.00 shall have the option to pay the NUFF over a period not to exceed five (5) years provided a written contract is executed and a lien

against the property is recorded specifying that the contract must be paid in full upon sale or change in ownership of the property.

4. SERVICE CONNECTION STANDARDS

A. The City Council may adopt by resolution design and construction standards. Where no standard is specifically provided herein or as otherwise adopted by ordinance or resolution, all design, construction, installation, testing, and inspections shall be in accordance with Idaho Department of Environmental Quality requirements and the Idaho Standards for Public Works Construction, latest edition. Where conflicts within the standards exist, the most stringent condition shall apply, unless determined otherwise by the City.

B. All Water Users and Wholesale Users of the City, regardless of location, shall have an operable water shutoff and regular or remote water meter, as appropriate, on each service connection served by the City's drinking water system.

C. A separate and independent service connection shall be provided for every Water User, except as otherwise allowed by the State of Idaho.

D. Every service connection shall include a curb stop valve and curb box.

E. Enlargement of any service connection shall be made only after such time that the Water User's plumbing inside their premises have been enlarged sufficiently to accommodate the additional capacity.

F. Excavations Guarded; Restoration: All excavations for all service connections shall be adequately guarded with barricades to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City or the entity having jurisdiction over the disturbed property.

G. An in-ground water meter and associated appurtenances shall be installed within the public right-of-way. Existing water meters installed within the premises of a building shall be allowed to continue until such time as the City installs a water meter within the right-of-way.

H. All work performed within the City right-of-way shall be inspected and accepted by the City in accordance with the terms of the permit. The City may reject any materials or workmanship for cause and upon such, the rejected material shall be removed and replaced with approved material. Disapproved workmanship shall cause the removal and replacement of all materials involved, including appurtenances such as excavations, backfilling and other work items.

I. When the installation of a service connection by a private contractor hired by the Owner causes damage to any property, public or private, other than the Owner's property, the Owner shall be responsible for all repair costs including, but not limited to, repair to streets, sidewalks, curbs, gutters, sewer lines, irrigation facilities, storm drains, lawns, fences, landscape, structures, trees, gas lines, other utilities, or telecommunications.

J. Existing service connections may be used in connection with new buildings only when they are found, on examination and being tested as required by the City, to meet all requirements of the Water Rules.

IV. PRIVATE FIRE SERVICE CONNECTION

1. APPLICATION AND PERMITTING:

A. New Private Fire Service Connection
A private fire service connection is considered new if the main requires a new water main tap. Existing Water User's requesting an additional or larger service private fire service connection are new private fire service connections. Private fire service connection replacement initiated by the City as the result of routine operations or capital improvement projects are not considered new fire service connections.

B. Application for New Private Fire Service Connection
All new private fire service connections require the Owner or their agent to make application for a permit on the form provided by the City. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the City and requested by the City. The Owner shall acknowledge all terms provided in the application.

C. Permit for New Private Fire Service Connection
The City shall determine if the application is complete and issue a permit upon receipt of the applicable fees, as described herein.

D. Denial of New Private Fire Service Connection
Except as otherwise provided by these Water Rules, the City may refuse to permit or accept a private fire service connection:

1. When the City reasonably determines it will cause an undue hardship on the City or its existing users;
2. When the private fire service connection will be at a depth less than four feet (4');
3. When the City has reasonably determined the conditions do not conform to sound engineering design or do not meet the standards of the City or may cause a risk to public health;
4. When the water main does not have capacity and/or has not been accepted by the City; or
5. When the fire official and plumbing inspector has not or is unable to provided written documentation that the private fire water service connection meets the fire and plumbing codes adopted by the City.

E. Supply and Install of Service Connections
Private fire service connections may be installed by either the City, a private contractor hired by the City, or a private contractor hired by the Owner or Water User, as approved by permit issued by the City in accordance with these Water Rules. The City reserves the right to require a private fire service connection be installed by a private contractor. The contractor requirements provided in Section III.1.E shall apply to private fire service connections where located within the public right-of-way.

5. RESPONSIBILITY; FEES

A. Responsibility for Costs

1. Costs Borne by the City: The City is responsible for reconnecting and/or replacing an existing private fire service connection when the work is the result of City initiated routine maintenance, failures of the system owned by the City, the Municipal Water System Plan, or a capital improvement project.

2. Costs and Fees Borne by User: Cost and fees of new, upgraded, replaced or enlarged private fire service connections shall be borne by the Water User whenever it is at the request of the Water User and for the Water User's convenience.

B. Types and Requirements of Fees

The following types of fees, as applicable, are required with all new private fire service connections, in addition to other applicable and separate fees found in the adopted fee schedule, such as but not limited to building permit fees, impact fees, and various planning and zoning fees:

1. Permit Application Fee: per connection, is a flat fee due upon application for all new private fire service connections and generally includes the administrative review, processing and inspection costs.

2. Connection Fee (also referred to as "Hook-Up Fees"): per connection, is a fee due upon application for only that portion of a private fire service line within the public right-of-way, as supplied and installed by the City and generally includes the labor, materials, and equipment required to tap the water main and install the complete private fire service connection.

3. Meter-Only Fee: private fire line connections are not metered.

4. New User Facility Fee (NUFF): are not applicable.

5. Other Permit Application Fees: as required for service connections installed by a private contractor, hired by the Owner or Water User, in accordance with Section III.1.E.

6. RESTRICTIONS:

The use of water through an unmetered private fire service connection, except for fire and testing purposes, is not allowed and non-compliance constitutes a violation of the Water Rules.

V. PRIVATE WATER SERVICE LINES

1. Responsibility; Ownership

A private water line is defined in City Code, Title 7, Chapter 6 as the portion of the service line (pipe) that runs from the meter to the point(s) of usage, typically a building or irrigation assembly. The Owner is responsible for the ownership, installation, and maintenance of the

private water service line, including that portion of the line that may be located within the public right-of-way, up to the meter (not including the meter itself that is owned, installed, and maintained by the City). The protection of the drinking water system is paramount for public health and therefore, all private water service lines connected to the City drinking water system shall comply with the requirements of this Section V.

2. **Private Water Supply**
When the premises served by the City is also served in any manner from another or private water supply of any kind, the Water User's plumbing shall be constructed so that entirely separate plumbing systems shall be provided for each water source.

3. **Cross Connection Prohibited**
No person shall make or permit the cross connection of any private water service lines or supply to any water line that is served by the drinking water system, in accordance with City Code, Title 7, Chapter 8 – Backflow and Cross Connection Control.

4. **Conformance with Building and Plumbing Codes; Inspection**

   A. The entire private water service line connected to the City service connection shall conform to the requirements of the building and plumbing codes as adopted by the City, including but not limited to the materials of construction and the methods to be used in excavating, placing of the pipe, jointing, testing, and backfilling.

   B. Any portion of the private water service line located within the public right-of-way shall also conform to City standards specified in these Water Rules.

   C. The entire private water service line and all associated plumbing connections shall be inspected by the plumbing inspector before the installation is covered. Documentation of the inspection and acceptance by the plumbing official shall be provided to the City prior to the City turning on the service for use.

5. **Service Line Size and Location:**

   A. The private water service line from the service connection to the building or irrigation assembly shall not be smaller than a three-fourths inch (3/4") inside diameter pipe and shall be laid in a trench of such depth so that the minimum cover over the pipe from the finished grade shall be three feet (4') at the service connection, unless otherwise authorized by the City in writing, at its sole discretion.

   B. The alignment of the private water service line from the building to the service connection shall be reasonably straight and shall be located such that the distance between the water service line and the sewer service line shall be a minimum of ten feet (10').

6. **Stop Valves**
Stop valves shall be installed by the owner on the owner's service line in a place always accessible and so located as to permit shutting off the water for the entire premises with the least possible delay.

VI. HYDRANT USE

1. **Application for Hydrant Use**
   All persons requesting the use of water from a hydrant served by the City drinking water system shall make application for a permit on the form provided by the City. The permit application shall be supplemented by any other information considered pertinent in the judgment of the City and requested by the City. The applicant shall acknowledge all terms provided in the application.

2. **Permit for Hydrant Use**
   The City shall determine if the application is complete and issue a permit upon receipt of the applicable fees, as described herein.

3. **Denial of Hydrant Use**
   Except as otherwise provided by these Water Rules, the City may refuse to permit or revoke an existing permit for the use of the hydrant:

   A. When the City reasonably determines it will cause an undue hardship on the City or its existing users;

   B. When the equipment connecting to the hydrant does not meet the requirements of the City;

   C. When the City has reasonably determined the conditions may cause a risk to public health;

   D. When the water main does not have capacity and/or has not been accepted by the City; or

   E. To any person who connects to, or removes water from a water hydrant on the drinking water system without a valid permit or after having received a valid permit does not follow the requirements of the Water Rules.

   F. The denial shall apply to those persons acting as agents of the person whose application is denied or permit revoked.

4. **Fees for Hydrant Use**
   Application, inspection, and usage of a hydrant shall be according to the adopted fee schedule.

VII. WATER MAIN EXTENSIONS

1. APPLICATION AND PERMITTING:

A. Water Main Extensions; Definition and Applicability
The term "water main" is defined by City Code 7-6-3 and for the purposes of these Water Rules shall mean to include all related piping, valves, fittings, fire hydrants, service, and other appurtenances required to provide a functionally complete water main extension. The term and conditions relating to "water mains" shall not apply to a Wholesale User, except up to the water meter serving the Wholesale User water main (service connection), unless

otherwise specified in an agreement between the City and the Wholesale User.

B. Application for Water Main Extension

All water main extensions require the Owner or their agent to make application for a permit on the form provided by the City. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the City and requested by the City. The Owner shall acknowledge all terms provided in the application.

C. Permit for Water Main Extension

The City shall determine if the application is complete and issue a permit upon receipt of the applicable fees, as described herein.

D. Denial of Water Main Extension

Except as otherwise provided by these Water Rules, the City may refuse:

1. To permit a water main extension of larger size than, in its opinion, is necessary to properly serve the premises;

2. To permit a water main extension which the City reasonably determines will cause an undue hardship on the City or its Water Users;

3. To permit a water main extension whereby the City has reasonably determined the conditions do not conform to sound engineering design or do not meet the standards of the City or may cause a risk to public health; or

4. To permit connection(s) to a new water main extension(s) that has not been inspected, tested, and accepted in accordance with the Water Rules.

E. Supply and Install of Water Main Extensions

1. Water main extensions may be installed by either the City, a private contractor hired by the City, or a private contractor hired by the Owner or Water User, as approved by permit issued by the City in accordance with these Water Rules. The City reserves the right to require a water main extension be installed by a private contractor.

2. Private contractors installing water mains shall have proof of and maintain a valid Public Works Contractor License, Class A (Type 4 – Specialty Construction; Category 02500 – Utilities) as issued by the Idaho Division of Building Safety and shall provide certificate of insurance meeting the City's most current requirements.

3. Variances to the requirements of Section III.1.E may only be considered and made in writing as approved by the Division Director and the Responsible Charge Operator of Water Distribution.

4. The City may temporarily or permanently revoke a private contractor's ability to install water mains.

5. Any and all permitted work performed by an authorized private contractor shall meet the requirements of these Water Rules and the terms of the permit and failure to comply with such requirements constitutes a violation in accordance with City Code 7-6-19, *Penalties*.

2. RESPONSIBILITY; FEES:

A. Responsibility for Costs

1. Costs Borne by the City: The City responsible for the maintenance of water mains and shall, at its own expense, replace, repair, or enlarge water mains as the result of City initiated routine maintenance, failures, the Municipal Water System Plan, or a capital improvement project.

2. Costs and Fees Borne by the Owner, Developer, or Water User: Cost and fees of new, upgraded, replaced or enlarged of water mains shall be borne by the user whenever any water main extension is associated with development.

3. Costs and Fees Shared by the City and the Owner or Developer: The City may consider sharing the costs of new, upgraded, replaced or enlarged of water mains whenever any water main extension is associated with development and the City Council has included the proposed water main extension in an adopted capital improvement plan or Municipal Water System Plan, or whereby the proposed water main extension benefits the City or other Water Users, only as mutually agreed upon in a development agreement approved by City Council.

B. Types and Requirements of Fees

The following types of fees, as applicable, are required with all new water main extensions, in addition to other applicable fees found in the adopted fee schedule, such as but not limited to building permit fees, impact fees, and various planning and zoning fees:

1. Permit Application Fee: is a fee due upon application for all new service connections and generally includes the administrative review, processing and inspection costs.

2. Connection Fee (also referred to as "Hook-Up Fees"): per new water main connection to an existing water main, is a fee due upon application for a complete, water main connection supplied and installed by the City and generally includes the labor, materials, and equipment required to tap the existing water main and install the complete a single connection.

3. New User Facility Fee (NUFF): water main extensions shall not be cause for a waiver or discount of the required service connection NUFF.

4. Other Permit Application Fees: as required for water main extensions installed by a private contractor, hired by the Owner or Water User, in accordance with Section VIII.1.D.

3. WATER MAIN STANDARDS

A. The City Council may adopt by resolution design and construction standards. Where no standard is specifically provided herein or as otherwise adopted by ordinance or resolution, all design, construction, installation, testing, and inspections shall be in accordance with Idaho Department of Environmental Quality requirements and the Idaho Standards for Public Works Construction, latest edition. Fire hydrants as may be required to satisfy Uniform Fire Code specifications. Where conflicts within the standards exist, the most stringent condition shall apply, unless determined otherwise by the City. None of the

adopted standards restrict the City's right to reject any and all type or brand of materials or appurtenances.

B. All work performed within the City right-of-way shall be inspected and accepted by the City in accordance with the terms of these Water Rules and permit. The City may reject any materials or workmanship for cause and upon such, the rejected material shall be removed and replaced with approved material. Disapproved workmanship shall cause the removal and replacement of all materials involved, including appurtenances such as excavations, backfilling and other work items.

C. Platted sites not bordering a dedicated right-of-way shall provide dedicated right-of-way or a minimum twenty-foot (20') easement for public access and utility installation.

D. All design of a water main extension shall be designed and stamped by a professional engineer, licensed in the State of Idaho, including but not limited to the plans, calculations, and inspection reports.

E. All water mains and service connections shall be installed prior to paving of streets.

F. Excavations Guarded; Restoration: All excavations for all water main extensions shall be adequately guarded with barricades to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City or the entity having jurisdiction over the disturbed property.

G. When the installation of a water main extension by a private contractor hired by the Owner causes damage to any property, public or private, other than the Owner's property, the Owner shall be responsible for all repair costs including, but not limited to, repair to streets, sidewalks, curbs, gutters, sewer lines, irrigation facilities, storm drains, lawns, fences, landscape, structures, trees, gas lines, other utilities, or telecommunications.

H. The applicant shall install mainline and auxiliary gate valves with valve boxes at the following locations:

    a. Each leg of a tee or cross installed at water main intersections within or adjacent to properties to be serviced by a main extension;

    b. Branch leg of a tee for a fire hydrant;

    c. One-quarter (1/4) mile intervals on each side of the cross fitting to be installed on the main line for which the main extension is requested in order to deliver water to the property.

I. For proposed water line locations shown in the Municipal Water System Plan, the water main size shown shall be installed, unless engineering calculations resulting from the proposed development require a larger size.

J. Mainline grids of one-half (½) mile by one-half (½) mile of twelve-inch (12") diameter size shall be installed, unless impractical or unreasonable as determined by the City.

K. Proposed mains shall be looped in minimum grids of 1,320 feet by 660 feet or less in dimension.

L. Where dead end mains cannot be avoided or incomplete loops may exist until grids are

completed. Fire hydrants shall be installed on all dead-end mains.

M. The minimum water main size shall be eight inches (8") in all residential, commercial or industrial areas.

N. No other utility shall be installed within five feet (5') of the water main except for crossings.

O. All water mains shall have a minimum five feet (5') cover, unless otherwise approved by the City.

P. Final grades and alignment information shall be established in the field with field notes provided to the City for review and approval prior to commencing with any construction.

4. WATER MAIN OWNERSHIP

Any and all water main extensions to the City's drinking water system shall become the property of the City on the date of final, written acceptance by the City. Final acceptance by the City shall not be provided until test results, inspections, as-builts, and engineered plans are approved by the City and all required corrections or repairs have been approved by the City. Thereafter, such extensions shall become the City's responsibility to maintain and operate.

5. OTHER REQUIREMENTS

The City reserves the right to impose other requirements such as special right-of-way limits, sequence of construction, time limits for interruption of service or to minimize impacts to traffic, the filing of a performance bond, etc., as deemed necessary by the City to reasonably assure minimal inconvenience to other Water Users of the water system and/or to assure that the main extension construction is in compliance with the specifications required by the City for the water distribution system.

No: 11-25
Date: June 15, 2011

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: WATER SERVICE BOUNDARY POLICY REVISION

WHEREAS: The City of Sandpoint has consulted with the other cities within the water service boundary;

WHEREAS: The City of Sandpoint receives applications requesting extension of the City's water system to areas outside the current water service area;

WHEREAS: Resolution No. 07-50 was adopted on July 18, 2007, to allow the City of Sandpoint to utilize the policy in evaluating water service extension requests; and

WHEREAS: The Public Works Committee held a special meeting on June 8, 2011, to review revisions on the criteria and process for water service extensions.

NOW, THEREFORE, BE IT RESOLVED THAT: The City hereby adopts the revised City of Sandpoint Water Service Boundary Policy, a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

Gretchen A. Hellar, Mayor

ATTEST:

Maree Peck, City Clerk

City Council Members:

	YES	NO	ABSTAIN	ABSENT
1. Snedden	X			
2. Logan	X			
3. Reuter	X			
4. Ogilvie	X			
5. Brunner	X			
6. Schuck	X			

Admission of New User to City of Sandpoint Water System

Policy

Effective Date: June 15, 2011

Last Revised: June 15, 2011

Contact: Public Works Department

Reviewed by City Council:

Purpose and Eligibility

Under the authority granted by Idaho Code §§ 50-323 and 50-324, this policy sets forth the criteria and process that the City of Sandpoint will use to evaluate requests for extension of the City of Sandpoint Water System to areas outside the current water service area and inside the Minimum Planning Area (MPA), as described in the Sandpoint Water Facility Plan dated November 22, 2006.

Admission Criteria

In evaluating applications for the extension of the City of Sandpoint water system, the City of Sandpoint shall apply the criteria set out below. Failure to satisfy these criteria will result in rejection of the application:

1. Build-out criteria are city specific. (If Ponderay's build-out occurs quicker than Kootenai's, then expansion to the Ponderay boundary may be considered without having to wait for Kootenai's build-out to meet the criteria.)

2. A net density of 4 Equivalent Residential Units ("ERUs") per acre will be required before expansion of the water boundary will be considered again. Subtraction of land for parks, right of way, wetlands, etc., will not be done.

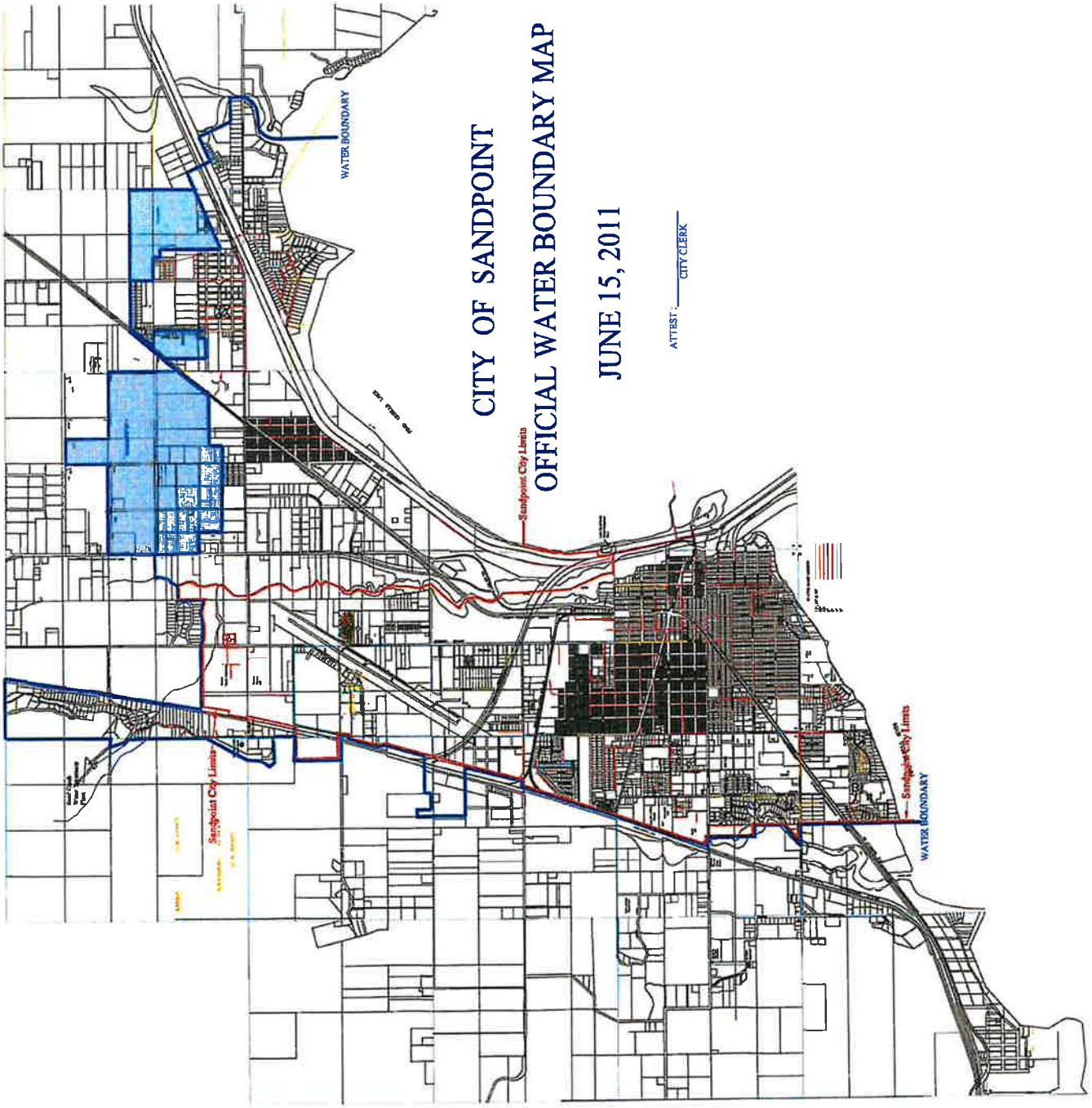
3. Specifically, for the 395 acres considered for boundary expansion in Ponderay, 1,580 ERUs will have to be paid for and built before expansion of the water boundary will be considered. The 395 acres are covered in the attached map that includes the entire proposed Field of Dreams and 20 acres along Highway 95. For the 129 acres in Kootenai, 516 ERUs will have to be paid for and built before expansion of the water boundary will be considered. Prior to consideration of any further expansion of the boundary, an economic analysis is to reflect that the previous expansion has financially broken even.

4. The subject city shall consent to expansion of the water boundary in their city before the City of Sandpoint will consider a request for expansion from non-city entities.

5. A fee for expansion requests from entities other than cities will be paid for before expansion requests are considered.

6. All expansions of the Sandpoint Water System Boundary (following this initial expansion of 395 acres in Ponderay and 129 acres in Kootenai) are subject to a hydraulic review to determine the engineering, construction and water system economic impacts of the expansions. The developer making the request for expansion shall bear the full cost of the review.

7. New hookups within the expansion area outlined above will be limited to 50 ERUs until reconstruction of the Lake Water Treatment Plan is completed.


CITY OF SANDPOINT
OFFICIAL WATER BOUNDARY MAP
JUNE 15, 2011
ATTEST:
CITY CLERK
WATER BOUNDARY
Sandpoint City Limits
Sandpoint City Limits
WATER BOUNDARY
Sandpoint City Limits

No: 07- 50
Date: July 18, 2007

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: WATER SERVICE BOUNDARY POLICY

WHEREAS: The City of Sandpoint has received several applications requesting extension of the City's water system to areas outside the current water service area; and,

WHEREAS: The water system boundary sub-committee has drafted the Water System Boundary Policy to provide the criteria and process for water service extensions; and,

WHEREAS: Formal adoption of the Water System Boundary Policy by the City Council will allow the City of Sandpoint to utilize the policy in evaluating water service extension requests.

NOW, THEREFORE, BE IT RESOLVED THAT: The City hereby adopts the 'City of Sandpoint Water Service Boundary Policy, a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

Raymond P. Miller, Mayor

ATTEST:

Maree Peck, City Clerk

City Council Members:

			YES	NO	ABSTAIN	ABSENT
1.	Boge			X		
2.	Elliott	Second	X			
3.	Spickelmire		X			
4.	Larnson					X
5.	Lockwood	Motion	X			
6.	Newton			X		

Admission of New User to City of Sandpoint Water System

Policy

Effective Date: July 18, 2007

Last Revised: July 18, 2007

Contact: Public Works Department

Reviewed by City Council:

Purpose and Eligibility

Under the authority granted by Idaho Code §§50-323 and 50-324, this policy sets forth the criteria and process that the City of Sandpoint will use to evaluate requests for extension of the City of Sandpoint Water System to areas outside the current water service area and inside the Minimum Planning Area (MPA) as described in the Sandpoint Water Facility Plan dated November 22, 2006.

This policy contains the following parts:

Policy Name/ Part Name	Page #
Admission Criteria	3
Application Process	4
Application Requirements	5
Review of Application	6
Point System Checklist	7
Water Supply Development Agreement	11
Waivers	12
Fees	12
Connections and Connection Cost	12

Admission Criteria

In evaluating applications for the extension of the City of Sandpoint water system, the City of Sandpoint shall apply the criteria set out below. Failure to satisfy these criteria will result in rejection of the application:

1. The existing reliable treatment capacity of the water system, as determined by the City Engineer, is sufficient to meet the applicant's demand.

2. Applicant shall extend lines, provide easements along said lines, and enter into a water supply development agreement.

3. Applicant shall be responsible for its share of the capital cost of system-wide upgrades and extensions required to serve the area.

4. The water system in the requested service area shall be designed and constructed or brought up to standards for construction and fire protection in accordance with the Sandpoint Water Facility Plan adopted June 20, 2007.

5. Applicants requesting service within the City of Sandpoint, Ponderay, Kootenai or Dover Area of City Impact (ACI) shall enter into a water supply development agreement and consent to annexation into said City at such time the City deems appropriate.
   (Note: Implementation of this paragraph will require intergovernmental agreements between Sandpoint and the other aforementioned municipalities.)

6. Extension of the City of Sandpoint Water System shall be by majority vote of the Sandpoint City Council.

7. Any expansion of the City of Sandpoint Water System shall strive for no negative impact on the interests of the existing water users' water quality, the hydraulic performance of the water system, and the environment, and shall attempt to achieve economic benefit for existing users. Any potential changes to system reliability shall be considered and evaluated.

8. Applicant has met all legal requirements for extension of the City of Sandpoint Water System.

9. The applicant will pay new user fees to the City of Sandpoint system and impact fees, as applicable to areas within and governed by an adopted and defined build out boundary or ACI.

A. Application Process

Application

Applicant shall submit three copies of its completed application to the City of Sandpoint Planning Director and a copy to any impacted local government entity. Completed applications will be be placed on the Public Works Committee agenda for review. Upon review of the application by the Public Works Committee, the item will be forwarded for consideration before the Sandpoint City Council with notice to any impacted local government entity.

Staff will review and evaluate the completed application to determine whether the requirements of Sandpoint Code and Resolution 07-50 adopted by the City can be met, and whether water service can be provided by the City of Sandpoint without jeopardizing standards and requirements set forth in this policy.

Fees

At the time of submission of the application, the applicant shall pay a fee for the review and processing of the proposed extension, including, but not limited to, City staff time and any costs for an outside professional consultant and review services as necessary to evaluate the application.

The fees shall be as follows:

The applicant shall deposit a replenishable retainer in an amount not less than $3,000.00. Any excess amount deposited with the City shall be promptly refunded upon withdrawal, or denial of the application or after the final approval and acceptance of improvements constructed pursuant to the water supply development agreement between the City and the applicant. Applicant shall pay 100% of the costs associated with the review and processing of its application. This retainer shall be credited against the total costs. The retainer balance for pending applications must be maintained at seventy-five percent (75%) of the initial deposit. The City will invoice the applicant for additional retainer funds as needed. If the applicant fails to maintain the retainer account at seventy-five percent (75%) of the initial deposit, the application will be considered withdrawn.

Written reports generated during the application review process shall be available for public review and shall be the property of the City of Sandpoint.

B. Application Requirements

In a formal application for service by the City of Sandpoint water system, an applicant shall provide detailed documentation to enable the City of Sandpoint to make the necessary findings required by City Resolution 07-50.

In addition to providing documentation for the findings above, the applicant shall provide the following:

1. Documentation that the development is a permitted use granted under the authority of the local planning authority when outside the City of Sandpoint.

2. Hydraulic modeling showing the impact of the addition on the Sandpoint Water System using established City modeling program.

3. A detailed description of the water conservation and water accountability programs undertaken by the applicant and other entities including: *leak detection and repair (existing systems)*, commercial and industrial water conservation, and residential water conservation efforts.

4. Applicants shall provide a plan for water conservation. Sandpoint encourages applicants to have a plan that adheres to Best Management Practice water conservation standards, including guidelines for lawns and landscapes. Specific performance shall be described in the terms of the water supply development agreement.

5. A submittal showing how water service to the applicant will allow development to proceed in a manner that meets regulations and policies of the City of Sandpoint and other entities including: guarantees that building will adhere to adopted International Building Code, encourage density, provide for pedestrian connectivity, environmental and other applicable policies designed to protect and promote the public health, safety and welfare.

6. Copies of any studies conducted on existing and potential local service constraints that will be impacted as a result of this development. These might include, police, fire, transportation corridors or similar studies suggesting the cumulative downstream effects that will be experienced by adjacent landowners as a result of development. If no studies are available then the applicant shall prepare documentation on estimated service demands contrasting with available services that are provided to the area.

7. A breakdown of the applicant's current and future total water consumption by customer class: residential, industrial, commercial, municipal facilities, unaccounted-for, other, and agricultural. A listing of customers using over 500,000 gallons a year shall be provided.

8. A Local Water Supply Management Plan if the applicant is a community. A community's application shall address how the requested connection is consistent with the stated objectives of the Sandpoint Water Facility Plan. All other applicants (*i.e.*, state, county, institutional, and private development) shall address how the proposed water connection/water use is consistent with the Sandpoint Water Facility Plan.

C. Review of Application

This policy is intended to promote the health, safety, and general welfare of the community by ensuring contiguous and compact development patterns that are adequately served by urban or suburban level facilities.

The purpose of this point system is to establish a consistent water service boundary expansion system using a rating procedure whereby points are awarded during a development review process for meeting standards and criteria established by this policy. If a development can meet the score prescribed in this policy, the project may be approved. If a given development cannot attain a high enough score to receive acceptance, the development application may be disapproved.

The point system uses criteria and measures to guide selection of uses and development design for a given site. To gain approval, the admission criteria shall be satisfied, and any development application shall achieve the minimum score.

Upon receipt of an application for service to the water system the City of Sandpoint will apply a point analysis that shall be conducted for all policies relevant to an application, and shall be completed prior to the final hearing on the application. The City of Sandpoint also reserves the right to reject applications for those cases in which the applicant fails to achieve a minimum score of 17 in the application point rating system. Unless otherwise expressly provided in a particular policy, each relative category is assigned points for the applicant's performance, as follows:

Point Rating System of Application

	Points Available	Score for Applicant
Location Of Tract: (Score 1 of 4)		
The boundary of development abuts existing development on two or more sides.	5	
The boundary of development abuts existing development on one side.	3	
The property to be developed lies one-quarter mile or less from existing development.	1	
The property to be developed lies over one-quarter mile from existing development.	-3	
Note:" Existing development" refers to the built-up portion of the community that is already within the water boundary.		
Sewer Service: (Score 1 of 3)		
The property to be developed lies within a public sanitary sewer service area and is or will be serviced by said system.	5	
The property to be developed lies within one-quarter mile of a public sanitary sewer service area and is capable of being serviced by said system as determined by the City engineer.	3	
The property to be developed lies outside one-quarter mile of a public sanitary sewer service area or requires a community septic system or individual on site septic system for sewage management.	0	
Note: "will be serviced" refers to service that is concurrent and operational at the time development activity is initiated.		
Road Capacity: (Score 1 of 2)		
A road or roads and intersections will serve the proposed development with sufficient capacity to handle the trips generated by the proposed development as determined by the City engineer.	0	
Trips generated by the proposed development will exceed the capacity of the existing road system.	-3	
Consistency with the future land use plan:(Score 1 of 3)		

The use, or uses, proposed are consistent with the land use category or categories shown for the property by the future land use plan for the City who's ACI the development falls within.	3	
The proposed development is not clearly consistent, nor inconsistent with the future land use plan.	0	
One or more of the uses proposed are inconsistent with the land use category or categories shown for the priority by the future land use plan.	-2	
Land use mix:(score 1 of 3)		
The proposed development consists of a significant mixture of two different land use types, such as institutional, light industrial, commercial, or civic uses in addition to the primary use within the proposed development.	5	
The proposed development significantly incorporates one additional institutional, light industrial, commercial, or civic use, in addition to the primary use within the proposed development, excluding open space or recreation as a use.	3	
The proposed use consists of one single function land use (residential, commercial, institutional, industrial, etc) (open space or recreation shall not count as an additional use).	-2	
Housing Mix: (score 1 of 2)		
The proposed development includes a range of unit sizes, providing for a variety of household income levels and with an enduring affordable component tied to 25% of units through methods including but not limited to, deed restrictions or public -private partnerships that encourage the utilization of state and federal programs.	5	
The proposed development does not specifically provide for affordable components on 25% of the lots.	-5	
Additional Points Possible For Improvements And Amenities		
***Note:** if a proposed applicant fails to receive the minimum required number of points, the applicant may add amenities to their application of sufficient number and quality to add additional points as set forth below.*		

Sidewalks are installed to provide pedestrian connectivity through the development.	2	
No more than 75% of the development's lots, units or square footage are devoted to any one single type of housing (single family, duplex, townhouse, apartment, etc).	2	
The development includes water system improvements that exceed a proportion attributed to the needs of the development and that are required by the City engineer. **** Improvements that contribute to leapfrog development are considered non qualifying.***	1 for each $50,000 value of the improvement	
Development provides ten percent or more of the units or square footage constructed will be affordable to low-moderate income individuals or households.	2 for each 10% of total units or square footage affordable up to 6 points.	

Note: *Affordable rental units shall be rented at a price which, on average, is affordable for a household with an annual income that is sixty-five percent (65%) of median income adjusted for household size;*

Affordable units for sale shall be sold at a price which is affordable for a household with an annual income that is seventy-five percent (75%) median income adjusted for household size.

Total Points (17 Required)_____

Additionally, the City of Sandpoint will:

1. Review the application's documentation on the necessary findings required by the City of Sandpoint Resolution 07-50, and other items listed in the Admission Criteria.

2. Review documentation submitted pursuant to the requirements section of this Policy (Section B.) to help determine if the City of Sandpoint can make the findings required listed in Admission Criteria.

3. Analyze the applicant's demand impact on the City of Sandpoint water system and consider the projected long-term demand of the system with the new community and contrast it to the City of Sandpoint's operations through average, wet and drought scenarios.

4. Explore whether the development has extraordinary impacts on the system and how those can be funded without impacting current rate payers.

D. Concurrent Reviews

Other regulatory approvals or permits may be required before a request for service may be approved. It is the responsibility of the applicant to obtain all such approvals from any local planning authority. Copies of all applications or requests for regulatory approval shall be submitted to the City of Sandpoint as early as practicable to facilitate review of the request. The City of Sandpoint will cooperate with other regulatory agencies to coordinate its review where possible, and will review and comment in other regulatory processes as appropriate. Final action by the City of Sandpoint cannot be taken until the regulatory approvals from the local planning authority, where required, have been obtained.

E. Water Supply Development Agreement

If the City of Sandpoint approves the request for new service, it will establish appropriate terms and conditions of service in the form of a water supply agreement for (10) TEN years and there after in perpetuity subject to fulfillment on the original Water Supply Development Agreement. Before renewal, the City of Sandpoint will reevaluate and assess the status of the community's demand management efforts.

The Water Supply Development Agreement will set forth as appropriate:

1. Firm limits on usage, including average and maximum daily use of the City of Sandpoint water and a stipulation that any increase beyond the stated amounts would require a contract revision and recalculation of the entrance fee. Any significant increase will also require new approval by the affirmative vote of the Sandpoint City Council.

2. A requirement that the applicant assumes all costs of connection, extensions, payment of impact and new user facility fees.

3. A requirement that the applicant use all local non-City of Sandpoint sources of water to the maximum feasible extent for irrigation.

4. A requirement that the applicant continue to implement all practicable conservation measures. Users shall be encouraged to adhere to Best Management Practices for water conservation standards, including guidelines for lawn and landscapes.

5. A requirement that the applicant guarantee to adhere to submitted plans and specifications relating to density, development and or other conditions that may be required by the Sandpoint City Council.

6. Dedication of utility and maintenance easements along all water line extensions.

7. Annexation consent and other applicable impact fee guarantees.

F. Waivers

The City of Sandpoint may, in its discretion, waive any of the conditions or requirements set forth in this Policy and Procedure, not otherwise mandated by law or regulation, if it finds that the community or applicant has demonstrated unusual factors or extraordinary circumstances which would make imposition of the condition or requirement upon the applicant unfair or inappropriate and finds that the proposed action will not jeopardize the City of Sandpoint 's ability to supply its water users. Connection Costs and Impact Fees outlined in the following sections shall not be waived.

G. NUFF & Impact Fees

The City of Sandpoint will collect a new user fee to cover the user's fair share of the costs of the water system in place at the time the user joins. The entrance fee shall be paid up-front, in one lump sum payment, unless otherwise approved by the City Council. If the new user is unable to provide payment on an up-front basis, it may request an alternative entrance fee payment schedule to be made at an interest rate equivalent to the federal prime rate at the time of application, plus an additional 25 basis points, over a period as defined by a vote of the City Council on the application. The user's projected need for City of Sandpoint water will be based upon a detailed analysis of local supplies and shortfalls. Its average annual use and peak six-month average use may be based upon its projected need, but in no case shall the projected need be more than the amount approved under the Sandpoint Water Facility Plan. Firm contract limits will be established based upon the usage volumes provided in the application.

H. Connections and Connection Costs

All new water system connections shall be made directly to the City of Sandpoint transmission system wherever practical. The applicant shall pay all the costs of providing the connection. The City of Sandpoint will charge the costs to the new user as they are incurred, and expenditures by the City of Sandpoint for outside services necessary to make the connection. These costs may include, but are not limited to, costs of preliminary and final design, late comers facility fee, land acquisition, environmental review, pumping and storage facilities, and actual construction including construction services and resident inspection. The new user will pay only the connection cost incurred to serve its own needs. Reimbursement agreements are permissible in order to provide a method for applicants to recover a share of the initial cost expended on line extensions. If other existing users will benefit from the new pipelines and facilities, the City of Sandpoint may assume an appropriate portion of the connection costs that will be added to the overall capital costs for water.

CITY COUNCIL MEETING MINUTES

December 04, 2024 at 5:30 PM

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

Call to Order

The regular meeting of the Sandpoint City Council was called to order by Mayor Jeremy Grimm at 5:30 p.m. on Wednesday, December 4, 2024, in Council chambers at City Hall, 1123 W. Lake St., Sandpoint, Idaho.

Roll Call

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

Pledge of Allegiance

Mayor Grimm led all present in the Pledge of Allegiance.

Announcements and Reports

Mayor Grimm recalled that, at Council's November 20, 2024, meeting, he had proposed a free membership to the James E. Russell Sports Center as a new benefit for City employees, noting that action on that resolution was postponed to this meeting, to be taken up under Old Business. He further recalled that he had also presented plans for a six-month pilot program for a 4/10 work schedule for employees who do not currently have that option, where City Hall will be open 7:30 a.m. to 5:30 p.m., Monday through Thursday, and closed on Fridays, noting that he appreciated all of the feedback received; he will report back on this topic at a future meeting.

The Mayor provides some additional reports and updates as follows: The Lady Liberty statue had been repaired and was reinstalled at the end of the pier at City Beach; the City hosted a successful annual Turkey Trot event on Thanksgiving Day from Travers Park, with the James E. Russell Sports Center open to the public for a preview; City crews are making repairs on Bridge Street and upgrades to the sewer lift station at City Beach; signage for motorists regarding the new truck route have been installed; and he issued a reminder of the on-street winter parking rules, with no parking on the odd side of the street, Citywide, from December 1 through March 1 to allow for snow removal.

Councilors provided reports from the City's citizen advisory boards on which they serve as Council liaison, with Councilor Dick additionally reporting that he had attended his first meeting as the City's representative on the Selkirks-Pend Oreille Transit (SPOT Bus) Board.

Department Directors provided reports on projects and activities in their respective departments.

Information only; no Council action.

Public Comments

Mayor Grimm recited the rules and procedure for public comment, followed by an opportunity for comments from the public regarding items included on the agenda and other topics relevant to the business of the City of Sandpoint. Information only; no Council action.

Consent Calendar

Mayor Grimm noted for the record the amount of the bills presented for payment approval, followed by a motion to approve the Consent Calendar, as shown below.

1. The minutes from Council's November 20, 2024, special meeting were approved as presented.
2. The minutes from Council's November 20, 2024, regular meeting were approved as presented.
3. The bills presented were approved for payment in the amount of $1,426,718.01, reflecting $657,780.68 for regular payables and $768,937.33 for payroll.
4. The following Mayor's appointments to the City's Citizen Advisory Boards were confirmed by Council: Eric Paull, reappointed to Urban Renewal Board, 1/1/2025-12/31/2027; Elle Susnis, reappointed to Arts, Culture & Historic Preservation Commission, 1/1/2025-12/31/2027; and Wayne Benner reappointed and Reid Weber appointed to Planning and Zoning Commission, 1/1/2025-12/31/2027.
5. **Resolution 24-082** Lead-Lok, Inc., Building Lease (City Agreement A25-1600-4)

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

Old/Unfinished Business

6. Proposed Resolution Waiving Membership Fee to James E. Russell Sports Center for City Employees

   Under Old Business, Mayor Grimm announced that he was seeking a decision from Council, postponed from the last meeting, on his proposal to waive the membership fee to the James E. Russell Sports Center as a new benefit for City employees. He presented and reviewed the results of a survey of City employees to gauge their interest in and possible usage of this benefit. Following Council discussion, Council President Ruehle moved to approve the Resolution Waiving Membership Fee to James E. Russell Sports Center for City Employees, seconded by Councilor Aispuro. She then amended her motion to include a provision that this benefit would come with a trial period of one year to collect and consider usage data during the Center's first year of operation, also seconded by Councilor Aispuro. Following final remarks from the Council members and the Mayor and questions fielded by City Attorneys Fonda Jovick and Zachary Jones, this amendment was withdrawn by Councilor Ruehle, with agreement for withdrawal by Councilor Aispuro, and there was a vote on the original motion to approve the Resolution as it had been presented, Waiving Membership Fee to James E. Russell Sports Center for City Employees. The motion failed, as shown below, and this proposal was not approved.

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

New Business - none

Executive Session

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

The Mayor announced that the meeting recording and online participation would end, and those not participating in the executive session were asked to please exit the room.

8. An executive session was held, as noted above.

Reconvene Meeting and Adjourn

Following conclusion of the executive session, the regular meeting was reconvened and then immediately adjourned at 8:45 p.m.

I presided over this meeting and can confirm that these minutes, prepared by the City Clerk, were approved by City Council during their regular meeting held on _____, 2024.

Jeremy Grimm, Mayor

Attest: Melissa Ward, City Clerk

CITY OF SANDPOINT INVOICE REGISTER
PAYABLE DATES OF: 12/05/2024 THROUGH 12/18/2024

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
Vendor: 95 EXPRESS LLC				
1073	MNTHLY CAR WASH MEMB. DEC'24 - POLICE & FIRE			$585.00
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	562.50	
	FIRE DEPARTMENT - SANDPOINT	SERVICES - AUTOMOTIVE - R&M	22.50	
		Total For: 95 EXPRESS LLC		**$585.00**
Vendor: A-10 AUTOBODY				
5495	REPAIR OF LADY LIBERTY - BEACH			$4,496.00
	PARK MAINTENANCE & CAPITAL	SERVICES - GROUNDS - R&M	4,496.00	
		Total For: A-10 AUTOBODY		**$4,496.00**
Vendor: ACCURATE TESTING LABS LLC				
142775	WTP: TOTAL SUSP SOLIDS + THM -NOV '24			$265.00
	WATER TREATMENT	TECH SERVICES - LABORATORY	265.00	
142879	WWTP: NITROGEN TESTING			$50.00
	WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	50.00	
143009	WTP: BACTERIA TESTING -NORTH			$150.00
	WATER TREATMENT	TECH SERVICES - LABORATORY	150.00	
142973	WTP: SC TOTAL SUSPENDED SOLIDS -DEC'24			$45.00
	WATER TREATMENT	TECH SERVICES - LABORATORY	45.00	
		Total For: ACCURATE TESTING LABS LLC		**$510.00**
Vendor: ACE SEPTIC TANK SERVICE LLC				
4106	WWTP: EMERGENCY TANK PUMPING			$325.00
	WASTEWATER TREATMENT	SERVICES - EQUIPMENT - R&M	625.00	
	WASTEWATER TREATMENT	SERVICES - EQUIPMENT - R&M	(300.00)	
		Total For: ACE SEPTIC TANK SERVICE LLC		**$325.00**
Vendor: ALLWEST TESTING & ENGINEERING				
238939	TRAVERS TESTING & INSPECTION SRVCS THRU 11/22			$6,044.20
	JAMES E. RUSSELL SPORTS CENTER FACILITY	CAPITAL CONSTRUCTION SERVICES - BUILDING	6,044.20	
		Total For: ALLWEST TESTING & ENGINEERING		**$6,044.20**
Vendor: ALPINE MOTORS COMPANY INC				
160426	HEADLAMP ASSEMBLY RPLCMNT SPD16			$6

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	602.86	
160453	MASTER WINDOW SWITCH RPLCMNT SPD17			$190.60
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	190.60	
159950	REPLACE TRANSMISSION IN 2006 CHEVY 3500			$5,333.77
	PARK MAINTENANCE & CAPITAL	SERVICES - AUTOMOTIVE - R&M	5,333.77	
160499	BATTERY & ALTERNATOR RPLCMNT -CRO VEHICLE			$939.41
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	939.41	
		Total For: ALPINE MOTORS COMPANY INC		**$7,066.64**
Vendor: AMAZON.COM SALES, INC				
14N6-MTQN-Y6	WALL MOUNTED BABY CHANGING STATION			$102.30
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	102.30	
11N6-LH3V-XQG	FLOOR CLEANING TOOLS JER CENTER			$163.24
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	15.29	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	26.99	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	85.99	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	34.97	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	6.99	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	(6.99)	
1DJT-66V4-LYG	200FT HDMI CABLE JER CENTER			$102.40
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	89.99	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	12.41	
1Q9K-FF6X-FCK	AIR FILTERS FOR FIRE ENGINES			$31.29
	FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	10.43	
	FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	10.43	
	FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	10.43	
1T1X-QKJD-GD4	WALL MOUNT COAT HOOKS FOR JER			$13.98
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	13.98	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	6.99	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	(6.99)	
16J3-4WF9-QP7	2) FIRE VULCAN LED FLASHLIGHT			$300.17
	FIRE DEPARTMENT - SANDPOINT	OPERATIONAL SUPPLIES/EQUIPMENT	298.18	
	FIRE DEPARTMENT - SANDPOINT	OPERATIONAL SUPPLIES/EQUIPMENT	1.99	
		Total For: AMAZON.COM SALES, INC		**$713.38**
Vendor: ARROW CONSTRUCTION HOLDINGS, LLC				
419615	ST: QTY (2) 18X24 SIGNS			$
	STREET MAINTENANCE	TRAFFIC CONTROL SUPPLIES/EQUIPMENT	93.34	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
419632	WD: COMBO SAW BLADE			$213.94
	WATER TREATMENT	VEHICLE & MACH SUPPLIES/PARTS	213.94	
		Total For: ARROW CONSTRUCTION HOLDINGS, LLC		**$307.28**
Vendor: ASAP SERVICES INC				
2256171	MNTHLY CUSTODIAL SERVICE - NOV 2024			$4,630.00
	GOVERNMENT BUILDING & GROUNDS DIVISION	SERVICES - CUSTODIAL	2,240.00	
	GOVERNMENT BUILDING & GROUNDS DIVISION	SERVICES - CUSTODIAL	1,080.00	
	GOVERNMENT BUILDING & GROUNDS DIVISION	SERVICES - CUSTODIAL	1,310.00	
		Total For: ASAP SERVICES INC		**$4,630.00**
Vendor: AT&T MOBILITY II, LLC				
287339152904X	WIRELESS PHONE/DATA CHGS-CITY HALL-10/24-11/23/24			$165.33
	MAYOR'S OFFICE	TELEPHONE - WIRELESS	48.87	
	FINANCE DEPARTMENT	TELEPHONE - WIRELESS	38.84	
	CENTRAL SERVICES DEPARTMENT	TELEPHONE - WIRELESS	24.54	
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - WIRELESS	26.54	
	PARK MAINTENANCE & CAPITAL	TELEPHONE - WIRELESS	26.54	
287339154011X	WIRELESS PHONE/DATA CHGS-FIRE-NOV'24			$130.45
	FIRE DEPARTMENT - SANDPOINT	TELEPHONE - WIRELESS	80.18	
	FIRE DEPARTMENT - SANDPOINT	TELEPHONE - WIRELESS	50.27	
287339153398X	WIRELESS PHONE/DATA CHGS-PARKS-NOV'24			$271.08
	PARK MAINTENANCE & CAPITAL	TELEPHONE - WIRELESS	150.81	
	COMMUNITY DEVELOPMENT ADMINISTRATION	TELEPHONE - WIRELESS	40.09	
	RECREATION PROGRAMS	TELEPHONE - WIRELESS	40.09	
	CITY BEACH CONCESSIONS	TELEPHONE - WIRELESS	40.09	
28733648507X1	WIRELESS PHONE/DATA CHGS-POLICE-NOV'24			$1,575.53
	POLICE DEPARTMENT	TELEPHONE - WIRELESS	1,061.54	
	POLICE DEPARTMENT	TELEPHONE - WIRELESS	146.49	
	POLICE DEPARTMENT	TELEPHONE - WIRELESS	196.86	
	POLICE DEPARTMENT	TELEPHONE - WIRELESS	170.64	
287339151180X	WIRELESS PHONE/DATA CHGS- PUBLIC WRKS -NOV'24			$181.71
	WATER TREATMENT	TELEPHONE - WIRELESS	130.45	
	STREET MAINTENANCE	TELEPHONE - WIRELESS	100.54	
	WASTEWATER TREATMENT	TELEPHONE - WIRELESS	0.00	
	WASTEWATER COLLECTIONS	TELEPHONE - WIRELESS	575.31	
	PUBLIC WORKS ADMINISTRATION	TELEPHONE - WIRELESS	0.00	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	WATER DISTRIBUTION	TELEPHONE - WIRELESS	85.32	
	BUILDING DIVISION	TELEPHONE - WIRELESS	40.09	
	WASTEWATER COLLECTIONS	TELEPHONE - WIRELESS	(750.00)	
		Total For: AT&T MOBILITY II, LLC		**$2,324.10**
Vendor: BADGER METER INC				
80179227	WD: BEACON WTR METER READER -NOV'24			$522.30
	WATER DISTRIBUTION	SOFTWARE/SAAS - WATER METER READING	522.30	
		Total For: BADGER METER INC		**$522.30**
Vendor: BIG BELLY SOLAR LLC				
54728	DWNTWN TRSH BINS 12/4/24-1/3/25			$480.00
	SANITATION/GARBAGE COLLECTION	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	480.00	
		Total For: BIG BELLY SOLAR LLC		**$480.00**
Vendor: BILLING DOCUMENT SPECIALISTS				
97848	UTILITY BILLING NOV REG & LATE NOTICES			$1,338.83
	UTILITY BILLING	TECH SERVICES - UTILITY BILLING	331.85	
	UTILITY BILLING	POSTAGE	1,006.98	
		Total For: BILLING DOCUMENT SPECIALISTS		**$1,338.83**
Vendor: BMW LLC				
428	TRAVERS SKATEPARK EXPANSION AREA LIGHTS			$12,000.00
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	12,000.00	
		Total For: BMW LLC		**$12,000.00**
Vendor: BONNER COUNTY FAIRGROUNDS				
1915	WOMEN'S VOLLEYBALL COURT RNTL NOV 24			$989.40
	RECREATION PROGRAMS	RENTAL OF LAND AND BUILDING	989.40	
		Total For: BONNER COUNTY FAIRGROUNDS		**$989.40**
Vendor: BONNER COUNTY PROSECUTING ATTY				
BCPA072	PROSECUTING ATTORNEY SVCS NOV '24			$7,083.33
	LEGAL	OTHER PROF SERVICE - LEGAL - CRIMINAL	7,083.33	
		Total For: BONNER COUNTY PROSECUTING ATTY		**$7,083.33**
Vendor: BONNER COUNTY TAX COLLECTOR				
PROPTAXES-20	ANNUAL PROPERTY TAXES -2024			$2,871.26
	WATER TREATMENT	MISCELLANEOUS	4.26	
	WATER TREATMENT	MISCELLANEOUS	8.54	
	WATER TREATMENT	MISCELLANEOUS	108.26	
	WATER TREATMENT	MISCELLANEOUS	12.00	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	WATER TREATMENT	MISCELLANEOUS	24.00	
	WATER TREATMENT	MISCELLANEOUS	86.28	
	WATER TREATMENT	MISCELLANEOUS	66.40	
	WATER TREATMENT	MISCELLANEOUS	0.48	
	WATER TREATMENT	MISCELLANEOUS	0.48	
	WATER TREATMENT	MISCELLANEOUS	249.98	
	WATER TREATMENT	MISCELLANEOUS	65.32	
	WATER TREATMENT	MISCELLANEOUS	24.00	
	WATER TREATMENT	MISCELLANEOUS	48.00	
	WATER TREATMENT	MISCELLANEOUS	144.00	
	WATER TREATMENT	MISCELLANEOUS	168.78	
	WATER TREATMENT	MISCELLANEOUS	384.48	
	WATER TREATMENT	MISCELLANEOUS	384.00	
	WATER TREATMENT	MISCELLANEOUS	300.00	
	WATER TREATMENT	MISCELLANEOUS	144.00	
	WATER TREATMENT	MISCELLANEOUS	312.00	
	WATER TREATMENT	MISCELLANEOUS	336.00	
		Total For: BONNER COUNTY TAX COLLECTOR		**$2,871.26**
Vendor: BOUNDARY TRACTOR YAMAHA				
BTC-41678	RNTL OF TRIMMERS, BLOWER, CHAINSAW - ROW			$1,859.96
	PARK MAINTENANCE & CAPITAL	ROADWAY/PATH SUPPLIES/EQUIPMENT	1,859.96	
		Total For: BOUNDARY TRACTOR YAMAHA		**$1,859.96**
Vendor: BROWN'S NORTHSIDE				
S163925	SHOP: ADAPTER, PIPE COUPLING, CONNECTOR			$15.27
	WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	5.09	
	WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	5.09	
	STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	5.09	
		Total For: BROWN'S NORTHSIDE		**$15.27**
Vendor: CC VENDOR - WELLS FARGO				
114-1296164-61	CHAMBERS MONITOR & POWER STRIP			$84.97
	CENTRAL SERVICES DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	63.99	
	CENTRAL SERVICES DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	20.98	
2000125-523292	SUPPLIES-MAGIC CLEANING SPONGES+SHIPPING			$12.37
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	12.37	
2000125-523292	SUPPLIES - GOOGONE SPRAY			$

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	16.50	
2000125-523292	SUPPLIES, RAZOR BLADES & DISINFECTING WIPES			$15.94
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	5.97	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	9.97	
1199626240	SMARTWAIVER - DEC 24- REC PROGRAMS			$46.19
	RECREATION PROGRAMS	SOFTWARE/SAAS - OTHER/MISCELLANEOUS	46.19	
37044721-1	FUNFLICKS-HOME ALONE JER DEC MOVIE PAYMENT 2 OF 2			$651.45
	RECREATION PROGRAMS	OPERATIONAL SUPPLIES/EQUIPMENT	651.45	
00096448	FLWRS, NAPKINS, PLATES - JER RIBBON CUTTING			$44.99
	JAMES E. RUSSELL SPORTS CENTER FACILITY	SUSTENANCE/FOOD	44.99	
G82898/1	SUPER DRUG GALVNIZED TUBE STRAP - JER			$2.10
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	2.10	
393031	NUTS N BLTS, MNT SQRS, PTTY, SPRY PNT - JER			$58.18
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	58.18	
11262024	EVANS BROTHERS COFFEE - JER RIBBON CUTTING			$63.60
	JAMES E. RUSSELL SPORTS CENTER FACILITY	SUSTENANCE/FOOD	63.60	
113-4387946-57	CITY HLDY PRTY DCRTNS PT 3			$57.62
	CENTRAL SERVICES DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	57.62	
603724460250	SAFEWAY BAKED GOODS - JER RIBBON CUTTING			$63.00
	JAMES E. RUSSELL SPORTS CENTER FACILITY	SUSTENANCE/FOOD	63.00	
00-039113	ICE FOR JER RIBBON CUTTING			$5.91
	JAMES E. RUSSELL SPORTS CENTER FACILITY	SUSTENANCE/FOOD	5.91	
035609	WALMART - YOUTH CAMP SUPPLIES			$34.96
	RECREATION PROGRAMS	OPERATIONAL SUPPLIES/EQUIPMENT	34.96	
59012529026317	THANKSGIVING DAY CAMP SUPPLIES			$38.68
	RECREATION PROGRAMS	OPERATIONAL SUPPLIES/EQUIPMENT	38.68	
15912-C	HOTEL CHARGED WRONG ROOM - REFUND - T0054			$(13.21)
	BUILDING DIVISION	TRAINING AND TRAVEL	(13.21)	
1FB15895LU110	ANTISKATE DEVICES FOR JER CENTER			$673.70
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	673.70	
112-0158453-28	FUSES FOR LADDER 1141			$10.88
	FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	10.88	
112-4310890-95	PRINTER INK			$36.97
	FIRE DEPARTMENT - SANDPOINT	OFFICE SUPPLIES/EQUIPMENT	36.97	
085082	SPOKANE INTL PRKING - 11/22 A.SKOOG -T0049			$45.00
	INFORMATION TECHNOLOGY DIVISION	TRAINING AND TRAVEL	45.00	
114-8688865-83	SIGN BOARDS - RETURNED ITEM FOR REFUND			$( )

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	PLANNING DIVISION	PRINTING AND BINDING	(58.99)	
114-8641070-61	OFFICE SUPPLIES, CALENDAR, ORGANIZER			$41.99
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	10.10	
	PUBLIC WORKS ADMINISTRATION	OFFICE SUPPLIES/EQUIPMENT	8.99	
	PUBLIC WORKS ADMINISTRATION	OFFICE SUPPLIES/EQUIPMENT	22.90	
5394	2025 SHIFT CALENDARS			$68.00
	FIRE DEPARTMENT - SANDPOINT	OFFICE SUPPLIES/EQUIPMENT	68.00	
113-4387946-57	CITY HLDY PRTY DCRTNS PT 2			$85.65
	CENTRAL SERVICES DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	85.65	
113-4387946-57	CITY HLDY PRTY DCRTNS PT 1			$19.55
	CENTRAL SERVICES DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	19.55	
37044721	FUNFLICKS-HOME ALONE JER DEC MOVIE PAYMENT 1 OF 2			$651.46
	RECREATION PROGRAMS	OPERATIONAL SUPPLIES/EQUIPMENT	651.46	
0832643614537	HOME DEPOT BEAM CLAMP - JER			$82.92
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	82.92	
72967095801491	ALASKA AIR FLIGHT - LITTLE T0052			$297.96
	POLICE DEPARTMENT	TRAINING AND TRAVEL	297.96	
O-0019094506	FIRST AID/CPR/AED CERTS - NOV CLASS - AMERICAN RED CROSS			$78.00
	RECREATION PROGRAMS	OPERATIONAL SUPPLIES/EQUIPMENT	78.00	
15756668	CHAINSAW BAR			$65.53
	FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	65.53	
15744502	CHAINSAW CHAIN AND A SPROCKET			$538.98
	FIRE DEPARTMENT - SANDPOINT	OPERATIONAL SUPPLIES/EQUIPMENT	538.98	
72967095801491	ALASKA AIR FLIGHT TO BOISE - WHITE T0053			$297.96
	POLICE DEPARTMENT	TRAINING AND TRAVEL	297.96	
113-4165999-65	CRAFTS FOR DAY CAMPS			$80.94
	RECREATION PROGRAMS	OPERATIONAL SUPPLIES/EQUIPMENT	80.94	
68412138	EMT RENEWAL TOUSSAINT			$26.63
	FIRE DEPARTMENT - SANDPOINT	LICENSES/DUES & SUBSCR (JOB RELATED)	26.63	
72967095801491	CAR RENTAL -LITTLE/WHITE TRAINING T0052 & T0053			$407.99
	POLICE DEPARTMENT	TRAINING AND TRAVEL	407.99	
		Total For: CC VENDOR - WELLS FARGO		**$4,634.37**
Vendor: CHECKR INC				
1583663	BACKGROUND SVCS - 5 REC, 1 ALL PARKS			$228.19
	PARK MAINTENANCE & CAPITAL	BACKGROUND CHECK SERVICES	78.24	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	BACKGROUND CHECK SERVICES	149.95	
		Total For: CHECKR INC		**$2**

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
Vendor: CLEARWATER SPRINGS				
876027	WWTP: DISTILLED H2O & FUEL SURCHARGE			$35.00
	WASTEWATER TREATMENT	LABORATORY SUPPLIES	31.00	
	WASTEWATER TREATMENT	LABORATORY SUPPLIES	4.00	
		Total For: CLEARWATER SPRINGS		**$35.00**
Vendor: CLIENTFIRST TECHNOLOGY CONSULTING				
17504	GIS SUPPORT SRVCS - FY25 - NOV 2024			$1,755.00
	INFORMATION TECHNOLOGY DIVISION	TECH SERVICES - GIS SERVICES	1,755.00	
		Total For: CLIENTFIRST TECHNOLOGY CONSULTING		**$1,755.00**
Vendor: COEUR D'ALENE TRACTOR CO				
CDA-1083550	MOWER BREAK RODS - ROW			$23.00
	PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	23.00	
		Total For: COEUR D'ALENE TRACTOR CO		**$23.00**
Vendor: COLEMAN OIL				
CP-0200945	NOVEMBER FUEL CHARGES - POLICE			$3,945.41
	POLICE DEPARTMENT	FUEL - GASOLINE/DIESEL	3,226.36	
	POLICE DEPARTMENT	FUEL - GASOLINE/DIESEL	382.22	
	POLICE DEPARTMENT	FUEL - GASOLINE/DIESEL	336.83	
CP-0200917	MNTHLY FUEL CHRGS - NOV'24			$6,165.32
	STREET MAINTENANCE	FUEL - GASOLINE/DIESEL	2,991.77	
	WATER DISTRIBUTION	FUEL - GASOLINE/DIESEL	852.47	
	WASTEWATER COLLECTIONS	FUEL - GASOLINE/DIESEL	349.88	
	BUILDING DIVISION	FUEL - GASOLINE/DIESEL	35.69	
	WATER TREATMENT	FUEL - GASOLINE/DIESEL	371.78	
	WASTEWATER TREATMENT	FUEL - GASOLINE/DIESEL	604.45	
	PARK MAINTENANCE & CAPITAL	FUEL - GASOLINE/DIESEL	471.07	
	PARK MAINTENANCE & CAPITAL	FUEL - GASOLINE/DIESEL	157.02	
	PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	174.17	
	PARK MAINTENANCE & CAPITAL	FUEL - GASOLINE/DIESEL	157.02	
INV-234803	ST: MAG TRUCK -HYDRAULIC OIL			$167.03
	STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	167.03	
CP-0200954	SFD FUEL FOR NOV 2025			$802.84
	FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	193.90	
	FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	146.73	
	FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	462.21	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
		Total For: COLEMAN OIL		**$11,080.60**
Vendor: CONSOLIDATED SUPPLY CO.				
S012130181.001	SC: SEWER MH RINGS/LIDS			$525.00
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	525.00	
S012196909.002	WTP: SANDCREEK 1 1/8" CLAMP			$50.00
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	50.00	
S012196909.001	WTP: SANDCREEK PVC ADAPTER & CAP			$23.39
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	23.39	
S012196909.003	WTP: SANDCREEK PVC PIPE			$20.88
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	20.88	
S012206279.001	WD: BURIED WATERLINE REPAIR			$242.75
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	242.75	
S012164741.001	WD: PIPE SERVICE SADDLE (2)			$533.69
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	533.69	
S012209855.001	WD: REPAIR CLAMPS - 3 SETS			$126.08
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	126.08	
		Total For: CONSOLIDATED SUPPLY CO.		**$1,521.79**
Vendor: CO-OP GAS & SUPPLY CO.				
41603	SC: DRILL BIT AND ANCHORS			$7.38
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	7.38	
75230	PROPANE, OVERALLS (S WARREN), SHOE GREASE - ALL PARKS			$158.06
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	18.07	
	PARK MAINTENANCE & CAPITAL	UNIFORM & CLOTHING	139.99	
32889	WTP: DISTILLED WTR & TRASH CAN			$38.15
	WATER TREATMENT	CLEANING SUPPLIES	38.15	
74687	18" BOLT CUTTER			$29.99
	GENERAL GOVERNMENT PROJECTS	FACILITY SUPPLIES	29.99	
		Total For: CO-OP GAS & SUPPLY CO.		**$233.58**
Vendor: COREY COON				
PER DIEM T005	PER DIEM FOR OFFICER RAZON GRADUATION			$215.00
	POLICE DEPARTMENT	TRAINING AND TRAVEL	215.00	
		Total For: COREY COON		**$215.00**
Vendor: CRANDON L CROWELL				
11152024	DWNTWN CHRISTMAS TREE- JJ SQUARE			$365.00
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	365.00	
		Total For: CRANDON L CROWELL		**$3**

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
Vendor: CULLIGAN LLC				
202412695182	WWTP: MNTHLY H20 & COOLER RNTL - DEC'24			$42.75
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	42.75	
		Total For: CULLIGAN LLC		**$42.75**
Vendor: EDNETICS INC				
INV-133214	PHONE VOIP STNDRD/ANALOG USER - DEC'24			$2,944.68
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - VOIP	2,944.68	
		Total For: EDNETICS INC		**$2,944.68**
Vendor: EMSCONNECT				
11958	EMS & FIRE TRAINING SUBSCRIPTION NOV24			$75.00
	FIRE DEPARTMENT - SANDPOINT	LICENSES/DUES & SUBSCR (JOB RELATED)	75.00	
		Total For: EMSCONNECT		**$75.00**
Vendor: FASTENAL COMPANY				
IDCOE210553	SHOP: BRAKE CLEANER, SCREWS, WASHERS			$114.46
	WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	38.15	
	STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	38.16	
	WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	38.15	
IDCOE210741	SHOP: SUPPLIES - SCREWS AND WASHERS			$60.22
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	20.07	
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	20.07	
	STREET MAINTENANCE	OPERATIONAL SUPPLIES/EQUIPMENT	20.08	
		Total For: FASTENAL COMPANY		**$174.68**
Vendor: FIRST COMMUNICATIONS LLC				
127379455	LONG DISTANCE PHONE CHGS - DEC 2024			$52.72
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - LANDLINE & OTHER	52.72	
		Total For: FIRST COMMUNICATIONS LLC		**$52.72**
Vendor: GALLS LLC				
029849858	FLEECE LINED SWEATER - OFFICER BARD			$93.24
	POLICE DEPARTMENT	UNIFORM & CLOTHING	93.24	
		Total For: GALLS LLC		**$93.24**
Vendor: GINNO CONSTRUCTION CO				
2414-4	TRAVERS PLAYGROUND & SPLASH PAD SVCS OCT '24			$218,411.30
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	3,426.30	
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	64,837.50	
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	64,837.50	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	5,244.00	
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	35,264.00	
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	20,662.50	
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS - IMPACT PARKS	14,601.50	
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	2,850.00	
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	3,344.00	
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	3,344.00	
2414-5	TRAVERS PLAYGROUND NOV SVCS			$122,052.17
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	21,169.57	
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS - IMPACT PARKS	21,169.56	
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	4,756.28	
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS - IMPACT PARKS	4,750.00	
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	11,552.00	
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	6,768.75	
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS - IMPACT PARKS	4,783.25	
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	8,550.00	
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	7,121.13	
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS - IMPACT PARKS	7,121.13	
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	33.25	
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS - IMPACT PARKS	33.25	
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	12,122.00	
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	12,122.00	
20	TRAVERS RENO CNSTRCTN SVCS NOV 24			$417,928.83
	JAMES E. RUSSELL SPORTS CENTER FACILITY	CAPITAL CONSTRUCTION SERVICES - BUILDING	83,125.00	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	CAPITAL CONSTRUCTION SERVICES - BUILDING	301,848.63	
	PARK MAINTENANCE & CAPITAL	CONSTRUCTION SERVICES - NON CAPITAL	11,121.53	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	CAPITAL CONSTRUCTION SERVICES - BUILDING	6,983.65	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	CAPITAL CONSTRUCTION SERVICES - BUILDING	14,850.02	
		Total For: GINNO CONSTRUCTION CO		**$758,392.30**
Vendor: GRAINGER INC				
9338071385	WTP: QUICKLOCK GREASE COUPLER			$128.90
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	128.90	
		Total For: GRAINGER INC		**$128.90**
Vendor: HACH COMPANY				
14278102	WTP: CL17 CHEMICALS FOR TREATING WATER			$

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	WATER TREATMENT	LABORATORY SUPPLIES	85.43	
		Total For: HACH COMPANY		**$85.43**
Vendor: HEN'S TOOTH STUDIO INC				
29308	REC ACTIVITY SCHEDULE - COVER ART FRAMING			$97.40
	RECREATION PROGRAMS	OPERATIONAL SUPPLIES/EQUIPMENT	97.40	
		Total For: HEN'S TOOTH STUDIO INC		**$97.40**
Vendor: IDAHO DEPT OF LANDS				
B200044-1	2025 MARINA-WINDBAG RENTAL			$250.00
	PARK MAINTENANCE & CAPITAL	RENTAL OF LAND AND BUILDING	250.00	
		Total For: IDAHO DEPT OF LANDS		**$250.00**
Vendor: INSIGHT DISTRIBUTING INC				
0515857-IN	RESTROOM SUPPLIES - CITY BEACH			$153.16
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	153.16	
0515634-IN	TP & PPR TOWELS JONES SQ/C HALL			$746.02
	GOVERNMENT BUILDING & GROUNDS DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	196.45	
	GOVERNMENT BUILDING & GROUNDS DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	176.56	
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	196.45	
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	176.56	
0516575	WTP: CLEANING SUPPLIES			$115.85
	WATER TREATMENT	CLEANING SUPPLIES	115.85	
0516487	RESTROOM SUPPLIES-JER			$139.76
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	139.76	
0516654-IN	JANITORIAL SUPPLIES			$405.32
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	88.28	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	0.00	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	85.56	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	99.78	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	46.00	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	46.00	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	39.70	
		Total For: INSIGHT DISTRIBUTING INC		**$1,560.11**
Vendor: INTEGRITY PUMP SOLUTIONS				
24M12-1091	WWTP: SUMMIT SN03A SELF PRIMING PUMP			$3,838.71
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	3,838.71	
		Total For: INTEGRITY PUMP SOLUTIONS		**$3,8**

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
Vendor: INTERSTATE CONCRETE & ASPHALT				
PAY APP 1	FIR ST REHAB - CONSTRUCTION			$52,438.03
	STREET CAPITAL & PROJECTS	CONSTRUCTION SERVICES - NON CAPITAL	52,438.03	
		Total For: INTERSTATE CONCRETE & ASPHALT		**$52,438.03**
Vendor: KALISPEL INDIAN COMMUNITY OF THE KALISPEL RESERVATION				
334CE362-0001	CUSTOM SIGNAGE FOR RUSSELL CENTER			$3,487.60
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	600.00	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	1,000.00	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	487.60	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	850.00	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	550.00	
		Total For: KALISPEL INDIAN COMMUNITY OF THE KALISPEL RESERVATION		**$3,487.60**
Vendor: KELLEY CREATE				
38026285	COPIER LEASE CONTRACT DECEMBER 24			$244.75
	POLICE DEPARTMENT	COPIER LEASE	244.75	
		Total For: KELLEY CREATE		**$244.75**
Vendor: KG & T SEPTIC INC				
48420	PORTA POTTY RNTL/SRVCE -10/14 THRU 11/10/24			$4,716.40
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	653.18	
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	302.00	
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	230.34	
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	211.42	
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	1,388.42	
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	302.00	
	RECREATION PROGRAMS	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	694.40	
	WATER TREATMENT	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	122.00	
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	226.59	
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	377.52	
	PARK MAINTENANCE & CAPITAL	RENTAL OF EQUIPMENT AND VEHICLES	208.53	
		Total For: KG & T SEPTIC INC		**$4,716.40**
Vendor: LAKE CITY LAW GROUP PLLC				
39819	LEGAL SERVICES - FY25 - NOV'24			$9,877.50
	LEGAL	OTHER PROF SERVICE - LEGAL - CIVIL	9,877.50	
		Total For: LAKE CITY LAW GROUP PLLC		**$9,8**
Vendor: LAKE PEND OREILLE SCHOOL				

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
573	ADULT OPEN GYM 6HRS NOV 2024			$120.00
	RECREATION PROGRAMS	RENTAL OF LAND AND BUILDING	120.00	
572	YOUTH OPEN GYM 3 HRS NOV 2024			$45.00
	RECREATION PROGRAMS	RENTAL OF LAND AND BUILDING	45.00	
		Total For: LAKE PEND OREILLE SCHOOL		**$165.00**
Vendor: LES SCHWAB TIRE CENTER				
10800868937	VEHICLE SUSPENSION REPAIRS CRO WRIGHT P1532			$1,130.59
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	1,130.59	
10800867955	BATTERY & SUSPENION REPAIRS SPD 7			$1,000.98
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	1,000.98	
10800869430	4 TIRES FOR SPD 20			$564.00
	POLICE DEPARTMENT	VEHICLE & MACH SUPPLIES/PARTS	564.00	
10800869431	TIRE DISPOSAL & TIRE BALANCING SPD20			$95.92
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	95.92	
10800869988	WWTP: 2021 CANYON WINTER TIRE CHANGEOVER			$99.96
	WASTEWATER TREATMENT	SERVICES - AUTOMOTIVE - R&M	99.96	
		Total For: LES SCHWAB TIRE CENTER		**$2,891.45**
Vendor: MGT IMPACK SOLUTIONS, LLC				
GHR100639	EMP COMP, CLASSIFICATION, & JOB STUDY			$12,090.00
	CENTRAL SERVICES DEPARTMENT	OTHER PROF SERVICE - HUMAN RESOURCES	12,090.00	
		Total For: MGT IMPACK SOLUTIONS, LLC		**$12,090.00**
Vendor: NAPA AUTO PARTS				
195070	HYD FLTR - ALL PARKS			$24.46
	PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	24.46	
197154	NAPA GOLD OIL FILTER - ALL PARKS			$24.46
	PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	24.46	
210133	OIL PAN, HYD/OIL FL FOR 0 TURN MWR - ALL PARKS			$25.08
	PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	25.08	
210066	OIL FOR EQUIPMENT - ALL PARKS			$35.26
	PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	35.26	
211497	2) SNOWOIL, DRAIN PAN, ABSORBENT MAT - SNOW PLOW			$98.21
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	98.21	
211110	ST: LOADER - FUEL AND AIR FILTERS			$319.85
	STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	319.85	
211111	ST: LOADER OIL FILTER			$42.43
	STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	42.43	
200359	50/50 ANTIFREEZE (RETURNED)			$[illegible]

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	50.34	
190878	5W30 OIL FOR SMALL ENGINES			$17.32
	FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	17.32	
163614	SALES TAX CREDIT INV 157538			$(0.82)
	FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	(0.82)	
200509	RETURN OF 50/50 ANTIFREEZE			$(50.34)
	FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	(50.34)	
		Total For: NAPA AUTO PARTS		**$586.25**
Vendor: NEWCO INC				
910885	WTP: LAKE PLANT ACH CHEMICAL			$7,967.00
	WATER TREATMENT	CHEMICAL SUPPLIES	6,332.00	
	WATER TREATMENT	CHEMICAL SUPPLIES	1,600.00	
	WATER TREATMENT	CHEMICAL SUPPLIES	35.00	
		Total For: NEWCO INC		**$7,967.00**
Vendor: NORTH 40 OUTFITTERS				
046966/B	ST: MAG TRUCK TUBING & TERMINAL			$12.97
	STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	12.97	
046970/B	WD: PULLCORD FOR SAW			$8.99
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	8.99	
046843/B	WEATHER PROOFER FOR CLOTHING - PARKS ALL			$51.96
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	51.96	
046875/B	WTP: CEMENT, CLEANER, GFCI CORD			$57.97
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	57.97	
046958/B	WTP: LAKE PLANT EXTENSION CORD			$65.99
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	65.99	
046996/B	WWTP: AIR FILTER REGULATOR			$161.49
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	161.49	
046830/B	CHAIN OIL, CHAINS - TRAVERS			$118.87
	PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	118.87	
047011/B	WTP: 100CT BLACK CABLE TIES			$19.99
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	19.99	
047001/B	WTP: UTILITY HEATER			$19.99
	WATER TREATMENT	FACILITY SUPPLIES	19.99	
046989/B	WTP: 11" SHEARS AND DOLLY			$51.98
	WATER TREATMENT	TOOLS	51.98	
		Total For: NORTH 40 OUTFITTERS		**$5**
Vendor: NORTHERN LIGHTS				

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
12232024	MONTHLY UTILITIES NOVEMBER'24			$1,726.80
	WATER TREATMENT	ELECTRICITY	900.52	
	WATER TREATMENT	ELECTRICITY	373.29	
	WATER TREATMENT	ELECTRICITY	119.77	
	WASTEWATER COLLECTIONS	ELECTRICITY	55.73	
	WASTEWATER COLLECTIONS	ELECTRICITY	67.81	
	STREET MAINTENANCE	ELECTRICITY	21.73	
	STREET MAINTENANCE	ELECTRICITY	44.18	
	WASTEWATER COLLECTIONS	ELECTRICITY	59.75	
	GENERAL GOVERNMENT PROJECTS	ELECTRICITY	84.02	
		Total For: NORTHERN LIGHTS		**$1,726.80**
Vendor: OXARC INC				
0032221190	SKIDSTEER V PLOW - ALL PARKS			$320.88
	PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	320.88	
0061882922	WWTP: CHLORINE & SPECIALTY GASES -NOV'24			$139.80
	WASTEWATER TREATMENT	CHEMICAL SUPPLIES	139.80	
0061885593	WTP: CHRLORINE CYL RENTAL			$131.40
	WATER TREATMENT	CHEMICAL SUPPLIES	131.40	
		Total For: OXARC INC		**$592.08**
Vendor: PAC WEST PARTS				
57230	CLAMPING SLEEVE -PARKS ALL			$22.98
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	22.98	
		Total For: PAC WEST PARTS		**$22.98**
Vendor: PACIFIC STEEL & RECYCLING				
8890015	PARKS: PARTS FOR V-PLOW			$55.07
	PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	55.07	
8881206	2) SNOW PLOWS FOR 4 WHEELERS - ALL PARKS			$109.94
	PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	109.94	
		Total For: PACIFIC STEEL & RECYCLING		**$165.01**
Vendor: PAPE MACHINERY INC				
15762031	ATTACHMNT PINS FOR JOHN DEERE - ALL PARKS			$8.50
	PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	8.50	
		Total For: PAPE MACHINERY INC		**$8.50**
Vendor: PELICANCORP ONE CALL INC				
INV-0903	LOCATE ANSWER SERVICE NOV '24			$2

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	WATER DISTRIBUTION	TELEPHONE - LANDLINE & OTHER	136.50	
	WASTEWATER COLLECTIONS	TELEPHONE - LANDLINE & OTHER	136.50	
		Total For: PELICANCORP ONE CALL INC		**$273.00**
Vendor: PHOENIX ASPHALT MAINTENENCE INC				
343	ST: DURAPATCHER FILTERS			$492.20
	STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	492.20	
		Total For: PHOENIX ASPHALT MAINTENENCE INC		**$492.20**
Vendor: PITNEY BOWES GLOBAL FINANCIAL SERVI				
1026536928	INK FOR POSTAGE METER			$91.29
	CENTRAL SERVICES DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	91.29	
3320048005	POSTAGE METER LEASE - JAN THROUGH MARCH			$165.00
	CENTRAL SERVICES DEPARTMENT	POSTAGE LEASE	165.00	
		Total For: PITNEY BOWES GLOBAL FINANCIAL SERVI		**$256.29**
Vendor: RECTRAC LLC				
VS015297	PARKS & REC MGM SOFTWARE FY25			$16,550.00
	CITY BEACH RV PARK	SOFTWARE/SAAS - REC 1/TEAMSIDELINE	180.00	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	SOFTWARE/SAAS - REC 1/TEAMSIDELINE	477.90	
	RECREATION PROGRAMS	SOFTWARE/SAAS - REC 1/TEAMSIDELINE	122.85	
	PARK MAINTENANCE & CAPITAL	SOFTWARE/SAAS - REC 1/TEAMSIDELINE	481.65	
	PARK MAINTENANCE & CAPITAL	SOFTWARE/SAAS - REC 1/TEAMSIDELINE	182.85	
	PARK MAINTENANCE & CAPITAL	SOFTWARE/SAAS - REC 1/TEAMSIDELINE	54.75	
	PARK MAINTENANCE & CAPITAL	SOFTWARE/SAAS - REC 1/TEAMSIDELINE	4,832.56	
	RECREATION PROGRAMS	SOFTWARE/SAAS - REC 1/TEAMSIDELINE	1,232.59	
	PARK MAINTENANCE & CAPITAL	SOFTWARE/SAAS - REC 1/TEAMSIDELINE	1,834.59	
	PARK MAINTENANCE & CAPITAL	SOFTWARE/SAAS - REC 1/TEAMSIDELINE	549.33	
	CITY BEACH RV PARK	SOFTWARE/SAAS - REC 1/TEAMSIDELINE	1,806.00	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	SOFTWARE/SAAS - REC 1/TEAMSIDELINE	4,794.93	
		Total For: RECTRAC LLC		**$16,550.00**
Vendor: REHN & ASSOCIATES				
INV-00205299	COBRA ANNUAL RENEWAL FEE - FY 25			$150.00
	CENTRAL SERVICES DEPARTMENT	OTHER PROF SERVICE - HUMAN RESOURCES	150.00	
INV-00205947	COBRA NOTICE LETTER - A HISING			$25.00
	CENTRAL SERVICES DEPARTMENT	OTHER PROF SERVICE - HUMAN RESOURCES	25.00	
		Total For: REHN & ASSOCIATES		**$1**
Vendor: ROY HOLZHAUSER				

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
14241	FINAL PAYMENT JER SIGNS			$112.36
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	112.36	
		Total For: ROY HOLZHAUSER		**$112.36**
Vendor: SANDPOINT URBAN RENEWAL AGENCY				
11/30/2024	OCT'24 TAX RECEIPTS COLLECTED			$8,548.58
	UNCLASSIFIED	SANDPOINT URBAN RENEWAL AGENCY - DOWNTOW	3,508.10	
	UNCLASSIFIED	SANDPOINT URBAN RENEWAL AGENCY - DOWNTOW	2,176.00	
	UNCLASSIFIED	SANDPOINT URBAN RENEWAL AGENCY - NORTH	2,864.48	
12122024	NOV'24 TAX RECEIPTS COLLECTED			$14,204.60
	UNCLASSIFIED	SANDPOINT URBAN RENEWAL AGENCY - DOWNTOW	3,640.65	
	UNCLASSIFIED	SANDPOINT URBAN RENEWAL AGENCY - DOWNTOW	3,379.01	
	UNCLASSIFIED	SANDPOINT URBAN RENEWAL AGENCY - NORTH	2,068.26	
	UNCLASSIFIED	SANDPOINT URBAN RENEWAL AGENCY - NORTH	5,116.68	
		Total For: SANDPOINT URBAN RENEWAL AGENCY		**$22,753.18**
Vendor: SELKIRK PRESS INC				
21570	BUSINESS CARDS FOR PATROL & BARMORE			$468.00
	POLICE DEPARTMENT	PRINTING AND BINDING	416.00	
	POLICE DEPARTMENT	PRINTING AND BINDING	52.00	
21556	500 BUSINESS CARDS - DANIEL LUVISI			$62.00
	JAMES E. RUSSELL SPORTS CENTER FACILITY	PRINTING AND BINDING	62.00	
		Total For: SELKIRK PRESS INC		**$530.00**
Vendor: SEW PRO 2				
1621-6	HEM & REINFORCE PANTS CRO BARMORE			$28.00
	POLICE DEPARTMENT	UNIFORM & CLOTHING	28.00	
		Total For: SEW PRO 2		**$28.00**
Vendor: SIRCHIE ACQUISITION CO LLC				
0664661-IN	EVIDENCE TAPE, LASER TRAJECTORY KIT			$840.95
	POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	840.95	
		Total For: SIRCHIE ACQUISITION CO LLC		**$840.95**
Vendor: SOUTH FORK HARDWARE (PARKS)				
392812	PAINT THINNER - BEACH SHOP			$19.99
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	19.99	
392839	UTILITY PUMP - COMM HALL			$115.00
	GOVERNMENT BUILDING & GROUNDS DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	115.00	
392842	NUTS & BOLTS - ALL PARKS			$

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	18.26	
392898	BATTERIES - CITY HALL			$31.98
	GOVERNMENT BUILDING & GROUNDS DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	31.98	
393577	NUTS & BOLTS - BEACH			$18.06
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	18.06	
393735	TARP COVER, BUNGEE CORDS - PARKS ALL			$36.95
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	36.95	
393116	HRDWR FOR DR MULCHER - PARKS ALL			$21.43
	PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	21.43	
393966	MED GLOVE - ALL PARKS			$26.99
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	26.99	
		Total For: SOUTH FORK HARDWARE (PARKS)		**$288.66**
Vendor: SOUTH FORK HARDWARE (POLICE)				
393103	2 PAIR GLOVES - CRO'S WRIGHT & BARMORE			$30.98
	POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	30.98	
		Total For: SOUTH FORK HARDWARE (POLICE)		**$30.98**
Vendor: SOUTH FORK HARDWARE (PUB WKS)				
393013	ST: FLAT WASHER & BOX OF HEX LAG SCREWS			$35.98
	STREET MAINTENANCE	SIGNAGE SUPPLIES/EQUIPMENT	35.98	
393037	WWTP: STRAP TAPE, DRAIN PIPES, BULBS			$43.95
	WASTEWATER TREATMENT	FACILITY SUPPLIES	43.95	
393414	ST: NUTS & BOLTS			$14.16
	STREET MAINTENANCE	TRAFFIC CONTROL SUPPLIES/EQUIPMENT	14.16	
393795	ST: LEAF RAKES FOR DRAINAGE/CULVERTS			$48.98
	STREET MAINTENANCE	TOOLS	48.98	
393377	WWTP: PVC ELBOW, PIPE, AND FITTING			$4.59
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	4.59	
393622	ST: SPLIT LOCK WASHERS AND HEX NUTS			$12.58
	STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	12.58	
		Total For: SOUTH FORK HARDWARE (PUB WKS)		**$160.24**
Vendor: SPOKANE HOUSE OF HOSE INC				
1091839	SHOP: EXHAUST HOSE 4"			$327.25
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	109.08	
	STREET MAINTENANCE	OPERATIONAL SUPPLIES/EQUIPMENT	109.09	
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	109.08	
		Total For: SPOKANE HOUSE OF HOSE INC		**$3**

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
Vendor: STEEL LLC				
20819694	FURNACE MAINTAINENCE COMM HALL			$300.00
	GOVERNMENT BUILDING & GROUNDS DIVISION	SERVICES - BUILDING - R&M	300.00	
		Total For: STEEL LLC		**$300.00**
Vendor: STEVEN KINGERY				
REIMB 1307574	T0048 - HOTEL FOR INSTRUCTOR ACADEMY TRAINING			$396.57
	POLICE DEPARTMENT	TRAINING AND TRAVEL	396.57	
		Total For: STEVEN KINGERY		**$396.57**
Vendor: STONEWAY ELECTRIC SUPPLY				
S104524288.001	ST: SODIUM HID LIGHTBULB QTY 13			$48.93
	STREET MAINTENANCE	STREET LIGHTING SUPPLIES/EQUIPMENT	48.93	
		Total For: STONEWAY ELECTRIC SUPPLY		**$48.93**
Vendor: SUN RENTAL CENTER INC				
296245	TRAILER TO TRANSPORT MOWER -ALL PARKS			$92.00
	PARK MAINTENANCE & CAPITAL	RENTAL OF EQUIPMENT AND VEHICLES	92.00	
		Total For: SUN RENTAL CENTER INC		**$92.00**
Vendor: THOMPSON QUALITY FENCE INC				
003540	WTP: SAND CREEK FENCE REPAIR			$7,511.26
	WATER TREATMENT	SERVICES - BUILDING - R&M	7,511.26	
		Total For: THOMPSON QUALITY FENCE INC		**$7,511.26**
Vendor: TISCHLER BISE, INC				
202401206	DEVELOPMENTAL IMPACT FEE STUDY -NOV '24			$13,372.50
	GENERAL GOVERNMENT PROJECTS	IMPACT FEE STUDY	13,372.50	
202401106	DEVELOPMENTAL IMPACT FEE STUDY -OCT '24			$6,562.00
	GENERAL GOVERNMENT PROJECTS	IMPACT FEE STUDY	6,562.00	
		Total For: TISCHLER BISE, INC		**$19,934.50**
Vendor: TRAFFICALM SYSTEMS LLC				
INV171857	ST: 4) 12V BATTERIES & 4) 6V BATTERY PAIRS			$400.00
	STREET MAINTENANCE	TRAFFIC CONTROL SUPPLIES/EQUIPMENT	400.00	
		Total For: TRAFFICALM SYSTEMS LLC		**$400.00**
Vendor: TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC				
5922531-202408	INVSTGTN BCKGRND CHECK SVCS -AUG '24			$135.00
	POLICE DEPARTMENT	BACKGROUND CHECK SERVICES	135.00	
5922531-202411	BACKGROUND CHECK SRVCS - NOV24			$135.00
	POLICE DEPARTMENT	BACKGROUND CHECK SERVICES	135.00	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
		Total For: TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC		**$270.00**
Vendor: USA BLUE BOOK				
INV00553502	WWTP: DISINFECTING WIPES			$7.49
	WASTEWATER TREATMENT	CLEANING SUPPLIES	7.49	
INV00553348	WWTP: FILTER, PH SOLUTION, GLOVES, BAGS			$471.37
	WASTEWATER TREATMENT	LABORATORY SUPPLIES	471.37	
INV00558079	WTP: BALL VALVES W SOCKET (34)			$4,396.62
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	4,396.62	
INV00557913	WTP: 1/2" PVC NEEDLE VALVES (2)			$253.90
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	253.90	
INV00558927	WTP: BALL VALVE 3/4" SOCKET			$499.80
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	499.80	
		Total For: USA BLUE BOOK		**$5,629.18**
Vendor: VESTIS GROUP, INC				
GEG1-004293	WWTP: FIRST AID & SAFETY SUPPLIES			$54.01
	WASTEWATER TREATMENT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	54.01	
GEG1-004295	MEDICAL SUPPLY RESTOCK			$139.45
	POLICE DEPARTMENT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	139.45	
		Total For: VESTIS GROUP, INC		**$193.46**
Vendor: WASTE MANAGEMENT OF IDAHO INC				
0236226-1827-2	CITY REFUSE/WASTE CHGS NOV 2024			$2,970.00
	SANITATION/GARBAGE COLLECTION	TECH SERVICES - GARBAGE REMOVAL	0.00	
	GOVERNMENT BUILDING & GROUNDS DIVISION	DISPOSAL (GARBAGE) SERVICES	720.00	
	PARK MAINTENANCE & CAPITAL	DISPOSAL (GARBAGE) SERVICES	600.00	
	WASTEWATER TREATMENT	DISPOSAL (GARBAGE) SERVICES	200.00	
	PARK MAINTENANCE & CAPITAL	DISPOSAL (GARBAGE) SERVICES	600.00	
	PARK MAINTENANCE & CAPITAL	DISPOSAL (GARBAGE) SERVICES	480.00	
	GOVERNMENT BUILDING & GROUNDS DIVISION	DISPOSAL (GARBAGE) SERVICES	50.00	
	PUBLIC WORKS ADMINISTRATION	DISPOSAL (GARBAGE) SERVICES	240.00	
	WATER TREATMENT	DISPOSAL (GARBAGE) SERVICES	80.00	
120524	RESIDENTIAL REFUSE & WASTE CHARGES NOV '24			$50,432.29
	SANITATION/GARBAGE COLLECTION	TECH SERVICES - GARBAGE REMOVAL	50,432.29	
		Total For: WASTE MANAGEMENT OF IDAHO INC		**$53,402.29**
Vendor: WELCH COMER & ASSOCIATES INC				
44050010-012	5TH AVE TRAF SGNL DSGN 9/22/24-10/19/24			$5
	STREET CAPITAL & PROJECTS	OTHER PROF SERVICE - ENGINEERING/ARCHITE	526.65	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
		Total For: WELCH COMER & ASSOCIATES INC		**$526.65**
Vendor: WESTERN STATES EQUIPMENT CO				
IN003003313	ST: BACKHOE BLOCK HEATER			$234.43
	STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	234.43	
IN003001659	ST: GRADER OIL FILTERS			$80.72
	STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	80.72	
		Total For: WESTERN STATES EQUIPMENT CO		**$315.15**
Vendor: ZIPLY FIBER				
0989 - 102524	PHONE CHGS - 10/25-11/24/24			$73.04
	WASTEWATER COLLECTIONS	TELEPHONE - LANDLINE & OTHER	73.04	
0989 - 112524	PHONE CHGS 11/25-12/24/2			$75.91
	WASTEWATER COLLECTIONS	TELEPHONE - LANDLINE & OTHER	75.91	
1464 - 112224	PHONE CHGS - CITYHALL 11/22-12/21/24			$655.69
	WASTEWATER COLLECTIONS	TELEPHONE - LANDLINE & OTHER	198.67	
	WASTEWATER TREATMENT	TELEPHONE - LANDLINE & OTHER	59.60	
	CITY BEACH CONCESSIONS	TELEPHONE - LANDLINE & OTHER	59.60	
	RECREATION PROGRAMS	TELEPHONE - LANDLINE & OTHER	59.60	
	POLICE DEPARTMENT	TELEPHONE - LANDLINE & OTHER	59.60	
	WATER TREATMENT	TELEPHONE - LANDLINE & OTHER	198.69	
	STREET MAINTENANCE	TELEPHONE - LANDLINE & OTHER	19.93	
6708 - 112224	PHONE CHGS-CITY HALL - DSL 11/22-12/21/24			$105.00
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - LANDLINE & OTHER	105.00	
0918 - 112224	PHONE CHGS-FISHBACK -11/22-12/21/24			$63.91
	WASTEWATER COLLECTIONS	TELEPHONE - LANDLINE & OTHER	63.91	
3469 - 102524	PHONE CHGS - TURTLE ROCK 10/25-11/24/24			$69.16
	WATER TREATMENT	TELEPHONE - LANDLINE & OTHER	69.16	
3469 - 112524	PHONE CHGS - TURTLE ROCK 11/25-12/24/24			$69.16
	WATER TREATMENT	TELEPHONE - LANDLINE & OTHER	69.16	
		Total For: ZIPLY FIBER		**$1,111.87**

Grand Total: $1,072,488.92

Councilor Signature: _____ Date: _____

Councilor Name: PAM DUQUETTE

MEMO

TO: Sandpoint City Council
FROM: Mayor Jeremy Grimm
DATE: December 18, 2024
SUBJECT: City Commission, Advisory Committee and Board Appointment(s)

In the packet for the December 18, 2024, meeting, you will find applications from William Mitchell, whom I have appointed to the Planning and Zoning Commission for a three-year term, February 1, 2025 – January 31, 2028, as well as Carol Deaner and William Valentine, whom I have appointed to the Arts, Culture and Historic Preservation Commission, each for a three-year term, January 1, 2025 – December 31, 2027.

Carol, with professional expertise in fine art, public art, and arts education, has been a stalwart of the arts community in Sandpoint for nearly three decades, having served on and chaired the City's former Arts Commission and as president of longtime local arts organization Pend Oreille Arts Council, along with a long list of additional past volunteer roles, both in arts and otherwise, representing a variety of civic contributions.

Will Valentine, as a member of the Bonner County Historical Society Board, has a demonstrated interest in and commitment to historic preservation in Sandpoint, contributing over the past 20 years in myriad ways to document and record our community's history, from digitizing photographs to cataloguing research and archival documents and giving presentations to local service clubs.

Will Mitchell is a local real estate broker and resident of Sandpoint with a background in education, who has indicated a vested interest in the manner in which Sandpoint grows and a desire to provide a perspective that balances the views and needs of the real estate industry with the aspirations of the community to build and maintain Sandpoint as a livable, welcoming place to live and raise a family.

We are truly fortunate that these community members, with such relevant and significant experience and historical perspective, are willing to step forward and donate their time and effort to the City in this capacity, and I would appreciate your support with your confirmation of these appointments.

SANDPOINT

Commission-Committee Application

Volunteer to serve on a Sandpoint City Commission, Committee or Board.

Thank you for your interest in serving on a City of Sandpoint volunteer citizen commission, committee, or board. We appreciate your willingness to serve our community and look forward to reviewing your application. For more information on these boards, including membership qualifications, please see Title 2 of Sandpoint City Code.

Commission / Committee / Board Information

I would like to serve on the following Commission, Committee or Board: (?)

- ○ Planning and Zoning Commission
- ◉ Arts, Culture and Historic Preservation Commission
- ○ ADA Advisory Committee
- ○ Urban Forestry Commission/Tree Committee

(At this time, applications are being accepted only for the commissions, committees and boards listed above.)

Applicant Information

First Name: * Carol

Last Name: * Deaner

Phone Number: * [redacted]
Ex. 208-555-5555. Please include area code.

Email Address: * [redacted]

Residence Address: * [redacted]

Mailing Address: *

Street Address

[redacted]

Address Line 2

City

Sandpoint

State / Province / Region

ID

Postal / Zip Code

83864

Country

US

Additional Information

Do you own a business in Sandpoint city limits? *

- ○ Yes
- ◉ No

Tribal Representation

Are you a member of a regional tribe? *

- ○ Yes
- ◉ No

Arts & Culture Representation

Are you on the staff or board of a nonprofit arts organization? *

- ◉ Yes
- ○ No

Name of Arts Organization: *

POAC

Do you have professional expertise in fine art, public art, arts education or performance? *

- ◉ Yes
- ○ No

Please explain professional arts expertise: *

I was docent and a teacher. I have worked with art museums in Nashville, San Jose, San Francisco, and Minneapolis.I was a member and past president of POAC. I was member and past chairperson of the Sandpoint Arts Commission.

Historic Preservation Representation

Are you on the staff or board of the Bonner County Historical Society and Museum? *

- ○ Yes
- ◉ No

Do you have professional expertise in architecture, historic preservation or land use development? *

- ○ Yes
- ◉ No

Archeology and Historic Preservation Qualifications

Do you meet the U.S. Secretary of the Interior's Archeology and Historic Preservation Professional Qualification Standards? (Please see below and check all that apply.)

HISTORY

I have a graduate degree in history.

- ☐ Check here if this applies to you.

I have a bachelor's degree in history or closely related field, along with the following:

If you have a bachelor's degree, as described, check one or both below, as applicable.

- ☐ At least two years of full-time experience in research, writing, teaching, interpretation, or other demonstrable professional activity with an academic institution, historic organization or agency, museum, or other professional institution.
- ☐ Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.

ARCHEOLOGY

I have a graduate degree in archeology, anthropology or closely related field, along with the following:

If you have a graduate degree, as described, check all applicable below.

- ☐ At least one year of full-time professional experience or equivalent specialized training in archeological research, administration or management.
- ☐ At least four months of supervised field and analytic experience in general North American archeology.
- ☐ Demonstrated ability to carry research to completion.

I am a professional in prehistoric or historic archeology.

☐ Check here if this applies to you.

ARCHITECTURAL HISTORY

I have a graduate degree in architectural history, art history, historic preservation, or closely related field, with coursework in American architectural history.

☐ Check here if this applies to you.

I have a bachelor's degree in architectural history, art history, historic preservation or closely related field, along with the following:

If you have a bachelor's degree as described, check one or both below, as applicable.

- ☐ At least two years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution.
- ☐ Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.

ARCHITECTURE

I have a professional degree in architecture and at least two years of full-time experience in architecture.

☐ Check here if this applies to you.

I have a State license to practice architecture, along with the following:

If you have the State licensing, as described, check one or both below, as applicable.

- ☐ At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field.
- ☐ At least one year of full-time professional experience on historic preservation projects.

Employment and Volunteer History

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

Upload your Resume or Curriculum Vitae *

Carol Deaner Bio 2018.docx 15.64KB

Please relay any add'l information regarding your experience or background and the reason(s) you wish to serve in this capacity: *

I have a long history of involvement in teaching and art including a number of years involvement in Sandpoint as chairperson of the Sandpoint Arts commission. My pertinent experience included being in charge of the art installations on Second and Third Streets, the Fish Arch, the granite bear on Sand Creek, the first round-about on Boyer, the Bridge Street fish, and the southern entry pieces into the city. I was involved in selecting the artists, negotiating the terms, and working with them on the design and installation. I am proud of the work I have previously done for Sandpoint and now that my duties with POAC have lessened I would love to become involved in future projects to enhance art and culture in the city.

Thank you for considering me.

Carol Deaner
[redacted]
Sandpoint, ID 83864
[redacted]

Carol Deaner has always loved art and has been actively involved in its creation, its formulation, its presentation, and its relation to the community and its citizens.

Carol's background covers a wide area. For over twenty years, she was involved in sales and consulting services for computer-based solutions in the medical technology area. Prior to that, she was an assistant professor and clinical coordinator. She has also owned and managed two antique stores.

She has lived in Bonner County for the last twenty years and she has been actively involved in the community since the day she arrived. She is the President of the Board of Directors of the Pend Oreille Art Council and Chairperson for Visual Arts. She also held positions over this time period as the Chairperson of the Sandpoint Arts Commission for seven years; Board Member of Panhandle Alliance for Education; Chairman of the Board of Directors of the Idaho Alliance for Art in Education; President of the Board of the Memorial Community Center of Hope, Idaho; Gala Chairperson of the Panhandle Alliance for Education; Heart Ball Chairperson and Foundation Board Member for Bonner General Hospital Foundation, and Coordinator and Volunteer Instructor for the Kaleidoscope Art Program for the elementary schools in Northern Idaho.

She has also been involved as a Volunteer and Docent at the Minnesota Museum of Art in Minneapolis; Cheekwood, a museum in Nashville, Tennessee; the San Jose Art Museum in San Jose, California; and the DeYoung Museum in San Francisco.

She began her career as a teacher. She was a Professor and Clinical Instructor of Radiological Technology at Chaffee College in California. During her tenure at Chaffee she was President of the California Society of Radiological Technologists, a statewide professional organization. She later moved over to the private sector with sales, consulting and management responsibilities. She progressed to become a Regional Manager for Digital Equipment Corporation specializing in the medical technology. She also has served on the City Council of Victoria, Minnesota and on the School Board of District 112 in the State of Minnesota.

She brings her skills as a teacher, negotiator, public office holder, and professional manager to all her community interests. Her key interests for the future involve expanding public art and the appeal of public places in Sandpoint and its surroundings; helping improve the effectiveness of all the art organizations, educational institutions and artists in delivering art; helping to educate and expose both students and the general public to art and its place in our community; and helping to make Sandpoint and northern Idaho a better place to live, grow, play and prosper.

SANDPOINT

Commission-Committee Application

Volunteer to serve on a Sandpoint City Commission, Committee or Board.

Thank you for your interest in serving on a City of Sandpoint volunteer citizen commission, committee, or board. We appreciate your willingness to serve our community and look forward to reviewing your application. For more information on these boards, including membership qualifications, please see Title 2 of Sandpoint City Code.

Commission / Committee / Board Information

I would like to serve on the following Commission, Committee or Board: (?)

- ○ Planning and Zoning Commission
- ◉ Arts, Culture and Historic Preservation Commission
- ○ ADA Advisory Committee
- ○ Urban Forestry Commission/Tree Committee

(At this time, applications are being accepted only for the commissions, committees and boards listed above.)

Applicant Information

First Name: * William

Last Name: * Valentine

Phone Number: * [redacted]

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

Email Address: * [redacted]

Residence Address: * [redacted]

Mailing Address: *

Street Address

[redacted]

Address Line 2

City

Sagle

State / Province / Region

ID

Postal / Zip Code

83860

Country

USA

Additional Information

Do you own a business in Sandpoint city limits? *

- ○ Yes
- ◉ No

Tribal Representation

Are you a member of a regional tribe? *

- ○ Yes
- ◉ No

Arts & Culture Representation

Are you on the staff or board of a nonprofit arts organization? *

- ○ Yes
- ◉ No

Do you have professional expertise in fine art, public art, arts education or performance? *

- ○ Yes
- ◉ No

Historic Preservation Representation

Are you on the staff or board of the Bonner County Historical Society and Museum? *

- (●) Yes
- ( ) No

Do you have professional expertise in architecture, historic preservation or land use development? *

- ( ) Yes
- (●) No

Archeology and Historic Preservation Qualifications

Do you meet the U.S. Secretary of the Interior's Archeology and Historic Preservation Professional Qualification Standards? (Please see below and check all that apply.)

HISTORY

I have a graduate degree in history.

- [ ] Check here if this applies to you.

I have a bachelor's degree in history or closely related field, along with the following:

If you have a bachelor's degree, as described, check one or both below, as applicable.

- [ ] At least two years of full-time experience in research, writing, teaching, interpretation, or other demonstrable professional activity with an academic institution, historic organization or agency, museum, or other professional institution.
- [ ] Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.

ARCHEOLOGY

I have a graduate degree in archeology, anthropology or closely related field, along with the following:

If you have a graduate degree, as described, check all applicable below.

- ☐ At least one year of full-time professional experience or equivalent specialized training in archeological research, administration or management.
- ☐ At least four months of supervised field and analytic experience in general North American archeology.
- ☐ Demonstrated ability to carry research to completion.

I am a professional in prehistoric or historic archeology.

☐ Check here if this applies to you.

ARCHITECTURAL HISTORY

I have a graduate degree in architectural history, art history, historic preservation, or closely related field, with coursework in American architectural history.

☐ Check here if this applies to you.

I have a bachelor's degree in architectural history, art history, historic preservation or closely related field, along with the following:

If you have a bachelor's degree as described, check one or both below, as applicable.

- ☐ At least two years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution.
- ☐ Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.

ARCHITECTURE

I have a professional degree in architecture and at least two years of full-time experience in architecture.

☐ Check here if this applies to you.

I have a State license to practice architecture, along with the following:

If you have the State licensing, as described, check one or both below, as applicable.

- [ ] At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field.
- [ ] At least one year of full-time professional experience on historic preservation projects.

Employment and Volunteer History

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

Upload your Resume or Curriculum Vitae *

Valentine Resume.docx 13.58KB

Please relay any add'l information regarding your experience or background and the reason(s) you wish to serve in this capacity: *

I want to collaborate with the city as it is an opportunity to collect, preserve and share its history with others and learn even more about where we live.

Wm. A. Valentine

RESUME

We retired to Bonner County in 2004 after three decades of constantly relocating due to work assignments and opportunities with Exxon-Mobil. In order to learn more about our new and permanent home I immediately joined the Bonner County Historical Society and became a board member a year later. I found that digitizing the Museum's collection of old photographs, researching the archival records and conversations with the other volunteers allowed me to gain an appreciation of our cultural, educational and industrial history. I enjoy trying to pinpoint the physical locations of our buildings and events based on photographs, maps and other documentation.

Over the years I have given presentations to local service clubs, edited Museum books, created calendars, presented on our railroad history, and cataloged innumerable research and archival documents so that future historians will have a head start on their own projects.

SANDPOINT

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- (●) Planning and Zoning Commission
- ( ) Arts, Culture and Historic Preservation Commission
- ( ) ADA Advisory Committee
- ( ) Urban Forestry Commission/Tree Committee

(At this time, applications are being accepted only for the commissions, committees and boards listed above.)

City Residency: * (●) Click here to confirm that you live within Sandpoint city limits.

For the current vacancy, only City of Sandpoint residents will be considered.

How long have you resided within Sandpoint city limits? * 4 years

Applicant Information

First Name: * William

Last Name: * Mitchell

Phone Number: * [redacted]

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

Email Address: * [redacted]

Residence Address: * [redacted]

Mailing Address: *

Street Address

[redacted]

Address Line 2

City	State / Province / Region
Sandpoint	ID
Postal / Zip Code	**Country**
83864	United States

Employment and Volunteer History

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

Upload your Resume or Curriculum Vitae * William Mitchell CV.docx 16.02KB

Please relay any add'l information regarding your experience or background and the reason(s) you wish to serve in this capacity: * I would like to be considered as a volunteer for the Planning and Zoning Commission. I currently work as an associate broker at Evergreen Realty. As a resident, I would like to be involved in the way Sandpoint develops in the future, and, professionally, I have a vested interest in the way Sandpoint grows in the years to come. I believe I can provide a perspective that balances the views and needs of the real estate industry with the aspirations of the community to build and maintain a livable, welcoming place to live and raise a family.

William Mitchell
[redacted]

Broker | Communicator | Relationship Builder | Educator

I am self-starting salesperson accustomed to working independently. I value establishing relationships with my clients and providing a high level of service to meet their needs. I am detail oriented with the ability to adapt and learn in dynamic situations. I have an in-depth knowledge of the local real estate market and an eye for what makes listings stand out in my area.

Qualifications

- Excellent communication and interpersonal skills
- Depth of knowledge of the local real estate market
- Seven plus years as a broker at Lake and Company and Evergreen Realty
- Advanced user in Microsoft Office Suite applications. Experience with sales tracking software. Experience with Drupal and other web management tools.
- Fluent in French, knowledge of Spanish and Portuguese

Education

PhD, Comparative Literature
University of Washington, June 2011

Master of Arts, Comparative Literature
University of Washington, June 2005

Bachelor of Arts, English and French
University of Georgia, May 1999

Experience

Real Estate Associate Broker, Evergreen Realty (Sandpoint, ID), Lake and Company (Seattle, WA)
(2007-Present)
Coordinate all aspects of residential and commercial real estate transactions: lead generation, marketing, document preparation, and dossier management. Manage transactions for sales associates and ensure brokerage compliance for the Idaho Real Estate Commission.

Lecturer, Division of French and Italian Studies, Comparative Literature, English
University of Washington (2011-2018)
Instructor for French language classes at the beginning and intermediate levels, including summer intensive programs. Instructor of translation course for advanced students. Instructor of advanced level literature courses. Responsible for planning, instruction and evaluation of student work as well as managing online course learning and assessment system.

Teaching Assistant, Division of French and Italian Studies, Comparative Literature, and English
University of Washington (2003-2011)
Instructor for French language classes, introductory writing classes, and assistant for larger lecture courses.

Tutor

Fusion Math and Uplift Writing (2019-Present)
I teach SAT/ACT prep and work with students on college application essays.

AGENDA REPORT

City Council Meeting

TODAY'S DATE: December 10, 2024

MEETING DATE: December 18, 2024

TO: City Council

FROM: Cheryl Hughes, Central Services Director

SUBJECT: Approve Change Order No 3 to A24-3400-1 B & E Electric – SCADA Upgrades Project

DESCRIPTION/BACKGROUND:

City Council approved Agreement A24-3400-1 to B&E Electric, Inc. under Resolution 24-014 for SCADA Upgrades on March 06, 2024 in the amount of $1,315,525.00 and approved Change Order No 1 on June 20, 2024 in the amount of $7,932 for a new project amount of $1,323,457.00 and Change Order No. 2 on August 07, 2024 for $30,157 for a revised project amount of $1,353,614. As this project continues to progress, other repairs, unknown until work was in progress, have arisen or have been identified as needed. These include the following and total $30,000:

> Season Lift Station: required a safety basket to be fabricated in order to safely access the work area of the lift station; failed components and equipment that were identified at various lift stations; standardizing equipment necessary for system to work correctly with the new SCADA system; the need to install wireless bridge at Woodland booster to the Woodland reservoir for water treatment, which is a missing component currently; and installing industrial grade switching to connect the WWTP and WTP SCADA software, which currently does not exist.

Although it is unknown at this time, since there have been unknown repairs and equipment replacements, the staff would like to also request an additional $10,000 to help ensure the project may continue forward without delays. This SCADA project moving forward is critical to the safety of our plants.

Change Order No 3 adds $40,000.00 to the contract price for a revised not to exceed contract price of $1,393,614.00.

STAFF RECOMMENDATION:

Staff recommends City Council consider approving Change Order No. 3 to Agreement A24-3400-1 to B&E Electric, Inc. in the amount of $40,000.00 for a revised Contract price of $1,393,614.00.

ACTION:

City Council to approve Change Order No. 2 to Agreement A24-3400-1 to B&E Electric, Inc. in the amount of $40,000.00 for a revised Contract price of $1,393,614.00.

WILL THERE BE ANY FINANCIAL IMPACT? Yes - increase of $40,000.00 to the contract price.

HAS THIS ITEM BEEN BUDGETED? There are funds available in the Wastewater fund for this Change Order No. 3.

ATTACHMENTS:

Proposed Resolution

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

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

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

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

No: 24-
Date: December 18, 2024

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

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

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

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

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

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

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

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

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

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

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

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

CITY OF SANDPOINT

CONTRACT CHANGE ORDER

Date: 12/18/2024

SCADA UPGRADES PROJECT

Change Order No: **3**

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

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

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

The following changes to the contract documents are issued:

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

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

Time provided for completion in the contract is:

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

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

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

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

Contractor — Date

Recommended By: Signed by: Adam Skoog 62168CEAB5764E2... Adam Skoog IT Project Manager — 12/9/2024

City of Sandpoint IT Project Manager — Date

Approved By: DocuSigned by: Cheryl Hughes 04CB7620B84F46D... Cheryl Hughes — 12/10/2024

City of Sandpoint Central Services Director — Date

Approved By:

Mayor — Date

PROFESSIONAL SERVICES AGREEMENT FOR SCADA UPGRADES BETWEEN CITY OF SANDPOINT AND B & E ELECTRIC, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 20th day of March, 2024 ("Effective Date"), by and between the CITY OF SANDPOINT (CITY), a public body corporate and politic and B & E Electric, Inc. (CONTRACTOR), a State of Washington (Corporation).

1. **Scope of Services**. CITY agrees to retain and does hereby retain CONTRACTOR and CONTRACTOR agrees to provide the services more fully described in Exhibit A, Scope of Services and Attachment 1, CONTRACTOR Proposal, attached hereto and incorporated herein by reference, in conjunction with the CITY's SCADA Upgrades Project.

2. **Term**. This Agreement shall be effective on the date first written above and shall remain in effect until March 31, 2025, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment**. CONTRACTOR shall perform the Services under this Agreement for the total sum not to exceed One Million Three Hundred Fifteen Five Hundred Twenty-Five Dollars ($1,315,525.00) payable in accordance with the terms set forth in Exhibit B, Fee Schedule and Attachment 2, Fee Breakdown. Payment Applications submitted shall be paid Net 30 days upon approval by City designated representative. Payment Applications must itemize out services performed during that period and should be submitted once monthly. Payment Applications to be emailed to AP@sandpointidaho.gov.

4. **Notices**. Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

CITY OF SANDPOINT	B & E Electric, Inc.
Attn: City Clerk 1123 Lake Street Sandpoint, Idaho 83864	Attn: Patrick Oens, President 2211 N. Madson Road Liberty Lake, Washington 99019

5. **Contract Administration**. An authorized CITY representative/designee will be appointed to administer this Agreement on behalf of CITY and shall be referred to herein as Contract Administrator.

6. **Standard of Performance**. While performing Services under this Agreement, CONTRACTOR shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONTRACTOR'S profession and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

7. **Personnel**. Contractor shall furnish all personnel necessary to perform the Services under this Agreement and shall be responsible for their performance and compensation. CONTRACTOR recognizes that the qualifications and experience of the personnel to be used are vital to professional

and timely completion of the Services. The key personnel listed in Exhibit C, attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to CITY approval.

8. **Assignment and Subcontracting**. CONTRACTOR shall not assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the CITY. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of CONTRACTOR under this Agreement, in a writing satisfactory to the CITY. CONTRACTOR acknowledges that any assignment may, at the CITY'S sole discretion, require CITY approval, up to and including City Council approval. CONTRACTOR shall not subcontract any portion of the work required by this Agreement without prior CITY approval. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The CONTRACTOR acknowledges and agrees that the CITY is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the CITY.

9. **Independent Contractor**. In the performance of this Agreement, CONTRACTOR, and CONTRACTOR'S employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the CITY. CONTRACTOR acknowledges and agrees that the CITY has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to CONTRACTOR, or to CONTRACTOR'S employees, subcontractors and agents. CONTRACTOR, as an independent contractor, shall be responsible for any and all taxes that apply to CONTRACTOR as an employer.

10. **Indemnification**. CONTRACTOR shall indemnify and hold the CITY, 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 CONTRACTOR'S wrongful acts or omissions in the performance of its duties under this Contract. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the CITY, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner, the limits of liability provided to the CITY specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

11. **Bonds/Insurance**.

    11.1 At all times material hereto, CONTRACTOR 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 Agreement, naming the CITY as an additional insured on each such policy or policies. CONTRACTOR shall provide the CITY with proof of such insurance prior to commencement of any Work. CONTRACTOR 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 Agreement. All

employees of CONTRACTOR are deemed its employees only, and CONTRACTOR 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 the CITY prior to commencement of any Work.

11.2 CONTRACTOR shall keep and maintain a policy or policies of insurance covering losses resulting from Professional Liability, Errors and Omissions in amounts no less than $1,000,000 for any losses sustained as a result of performance of its duties and responsibilities under this Agreement, naming the CITY as an additional insured on each such policy or policies.

11.3 **Subcontractors' Insurance**. Contractor shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Contractor shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

11.4 Bonds. Contractor shall obtain Performance and Payment Bonds for 100% of the Agreement Price as outlined in Exhibit D, Bonds and be presented within 10 days of award of Agreement.

12. **Licenses.** The CONTRACTOR agrees to possess a CITY Business License as required by Title 3 of City Code, prior to commencement of any services under the term of this Agreement and maintain such license throughout the term of the Agreement. SUBCONTRACTORS are also required to possess a CITY Business License as required by CONTRACTOR for work performed under this Agreement for CONTRACTOR. The CONTRACTOR further agrees to keep and maintain any and all required local, state, and federal licenses and/or certifications to perform work and provide services as described within this Agreement. If requested, the CONTRACTOR shall provide written proof of such licenses and/or certifications to the CITY for all times when it is performing services under this Agreement.

13. **CITY'S Right to Employ Other Contractors.** City reserves the right to employ other Contractor's in connection with this Project. If the City is required to employ another Contractor to complete CONTRACTOR'S work as a result of the failure of the CONTRACTOR to perform, or due to the breach of any provisions of this Agreement, the CITY reserves the right to seek reimbursement from CONTRACTOR.

14. **Records.** CONTRACTOR shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. CITY has the right to review, copy, make transcripts, audit, and/or inspect all documents upon request during CONTRACTOR normal business hours. CONTRACTOR shall allow inspections of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

15. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials whether created by or provided to CONTRACTOR in connection with the performance of this Agreement shall be held confidential by CONTRACTOR, except as otherwise directed by CITY. Nothing furnished to

CONTRACTOR which is otherwise known to the CONTRACTOR or is generally known, or has become known, to the related industry shall be deemed confidential. CONTRACTOR shall not use CITY'S name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any written or electronic form, including but not limited to magazines, newspapers, radio or television, websites, or social media without the express written consent of the CITY.

16. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by CONTRACTOR shall be and remain the property of CITY. CONTRACTOR shall not release to others information furnished by CITY without prior express written approval of CITY.

17. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. CONTRACTOR further warrants that neither CONTRACTOR, nor the individuals listed in Exhibit "C" have any real property, business interests, or income interests that will be affected by this project or, alternatively, that CONTRACTOR will file with the CITY an affidavit disclosing any such interest.

18. **Solicitation.** CONTRACTOR warrants that CONTRACTOR has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, CITY shall have the right to terminate this Agreement without liability and pay CONTRACTOR only for the value of work CONTRACTOR has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from CONTRACTOR the full amount of such commission, percentage, brokerage, or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

19. **Compliance With Laws.** The CONTRACTOR shall comply with all federal, state, and local laws governing performance of its obligations under this Agreement. The jurisdiction/venue for any action arising out of performance of this Agreement, or interpretation of its terms and conditions, shall be in the District Court in the First Judicial District of the State of Idaho, Bonner County.

21. **Waiver**. No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

22. **Amendments**. This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.

23. **Termination**.

23.1 The CITY or CONTRACTOR may terminate this Agreement for its sole convenience with thirty (30) days' written notice. Upon termination, the CONTRACTOR, and any subcontractors, shall immediately cease any and all work and surrender to the CITY any and all finished or unfinished documents, processes, programs, and any other supplies or materials, which shall immediately become the property of the CITY. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive

an amount equal to the value of the work completed as of the termination date, in accordance with the Fee Schedule, Exhibit B, or as negotiated between the parties. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

23.2 Should the CITY determine that the CONTRACTOR has failed to supply an adequate work force, to provide services of satisfactory quality, or has failed in any other respect to perform the services or any of its obligations under this Agreement, then the CITY shall give written notice to CONTRACTOR, specifying all such defaults, to be remedied within thirty (30) days from the date of such notice. If, after thirty (30) days, the CONTRACTOR has failed to implement appropriate corrective measures, the CITY may elect to terminate this Agreement.

23.2.1 In the event the CITY terminates this Agreement as provided for in this Section 23.2, the CONTRACTOR and any subcontractors shall immediately cease any and all work and surrender to the CITY any and all finished or unfinished documents, processes, programs, and any other supplies or materials within fifteen (15) working days after notice of termination which shall immediately become the property of the CITY. As compensation in full for services performed to the date of such termination, the CONTSULTANT shall receive an amount equal to the value of the work completed as of the termination date in accordance with the Fee Schedule or as negotiated between the parties, less any additional costs incurred by the CITY to procure the services of another contractor to complete the services to be rendered under this Agreement.

23.2.2 In the event the CITY terminates this Agreement as provided for in Section 23.2, it may seek any other remedies available to it in law or equity arising out of the CONTRACTOR'S failure to fully perform all of its obligations hereunder.

24. **Offsets**. CONTRACTOR acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which CONTRACTOR owes or may owe to the CITY, CITY reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by CITY to CONTRACTOR. Notice of such withholding and offset, shall promptly be given to CONTRACTOR by CITY in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the CITY, CITY will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

25. **Successors and Assigns**. This Agreement shall be binding upon CITY and its successors and assigns, and upon CONTRACTOR and its permitted successors and assigns, and shall not be assigned by CONTRACTOR, either in whole or in part, except as otherwise provided in this Agreement.

26. **Nondiscrimination**. The CITY, in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4), and associated regulations, as well as Sandpoint City Code, hereby notifies the CONTRACTOR and any subcontractor that it shall not discriminate against any applicant or employee on the grounds of race, color, national origin, or sex, sexual orientation, or gender identity/expression.

26.1 The CONTRACTOR and any subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity/expression, age or national origin.

27. **Authority**. The individuals executing this Agreement and the instruments referenced herein on behalf of CONTRACTOR each represent and warrant that they have the legal power, right and actual authority to bind CONTRACTOR to the terms and conditions hereof and thereof.

IN WITNESS WHEREOF, City and Contractor have caused this Agreement to be duly executed the day and year first above written.

CITY OF SANDPOINT
1123 Lake Street
Sandpoint, Idaho 83864

3/20/24

Jeremy Grimm DATE
Mayor

B & E ELECTRIC, INC.
2211 N. Madson Rd.
Liberty Lake, Washington 99019

DocuSigned by:
244DE901EA7346C...

3/11/2024

Patrick Oens DATE
President

Attest:

3/20/24

Melissa Ward, City Clerk Date

EXHIBIT A
SCOPE OF SERVICES

Contractor shall perform the following Services as incorporated directly from the Request for Proposals.

a. **Wastewater Treatment Plant (WWTP)**

The Wastewater Treatment Plant is an old facility and in need of replacement. A solicitation is underway to hire an engineer and contractor who will design and construct a new plant at the existing site over the next 5 years. The existing control system contains 9 PLCs with HMIs that are interconnected with fiber and/or copper and utilizes a physical alarm dialer.

The HMI software used in the primary workstation is Rockwell Automation/Allen-Bradley Factory Talk View SE. Most of the Programmable Logic Controllers (PLC) and touch screen HMIs in the facility are also Rockwell Automation/Allen-Bradley, with one Maple systems HMI. A new Windows workstation will be provided by the City however, configurations shall be completed by SI. Workstation needs to be configured as a SCADA client to the WTP Server utilizing access controls to access the WWTP screens.

The MicroLogix 1100 PLCs have been discontinued and should be replaced but the MicroLogix 1400 PLCs are still fully supported and do not need to be replaced. PLCs programs will need to be downloaded from existing PLCs. The PanelView Plus 600 and Maple Systems touchscreen HMIs should be replaced. The new PanelView touchscreens must be able to control the entire plant for redundancy with user authentication levels to control access. All touchscreen programs should be identical to simplify future replacement.

Replace the Hardware alarm dialer Sensaphone Express II to a software-based dialer such as Win911. The dialer software will likely be hosted on the primary HMI workstation provided by the city.

i. **WWTP Enclosures**
See the attached map for lift station locations.

1. **LCP-1**
   a. Connected Via Fiber to LCP-3
   b. PLC is MicroLogix 1400
   c. HMI is Allen Bradley PanelView Plus 600

2. **LCP-3**
   a. Communications all route through LCP-3 SCADA Enclosure
      i. LCP-3 -> LCP-4
      ii. LCP-3 -> LCP-1
      iii. LCP-3 -> LCP-10
   b. PLC is MicroLogix 1400
   c. HMI is Allen Bradley PanelView Plus 600

3. **LCP-4**
   a. Connected via Fiber to LCP-3
   b. PLC is MicroLogix 1100
   c. HMI is Allen Bradley PanelView Plus 600

4. **LCP-6**
   a. Connected Via Fiber to LCP-8
   b. PLC is MicroLogix 1400
   c. HMI is Allen Bradley PanelView Plus 600

5. **LCP-8**
   a. Connected Via Fiber to LCP-10
   b. PLC is MicroLogix 1100
   c. HMI is Allen Bradley PanelView Plus 600

6. **LCP-9**
   a. Connected Via Fiber to LCP-10
   b. PLC is MicroLogix 1100
   c. HMI is Allen Bradley PanelView Plus 600

7. **LCP-10**
   a. Connected Via Fiber to LCP-3
      i. LCP-10 -> LCP-8 -> LCP-6
      ii. LCP-10 -> LCP-9 -> LCP-Band Screen
   b. PLC is MicroLogix 1100
   c. HMI is Allen Bradley PanelView Plus 600

8. **LCP-9-BandScreen**
   a. Connected Via Copper to LCP-9
   b. PLC is MicroLogix 1100
   c. HMI is Allen Bradley PanelView Plus 600

9. **LCP-4-RotaryScreen**
   a. Not connected but needs to be connected.
      i. short easy path to LCP-4
   b. Discovery will be required.
      i. This entire box needs discovery, possibly all functions can be moved to LCP-4
   c. PLC is MicroLogix 1100
   d. HMI is Maple Systems HMI5056T

ii. **Projects for WWTP**

1. Configure modern client SCADA software on workstation.
   a. If on prem SCADA, workstation will need to communicate back to server at Lake Water Treatment Plant.
   b. If cloud SCADA, configure access controls for WWTP.

c. Data from lift stations will need to be viewable at WWTP workstation with view only access.

2. Update all PLCs to latest stable firmware, configure with chosen modern SCADA software, including PLC backups.
3. Upgrade the alarm dialer to a software-based dialer such as Win911.
4. Upgrade all PanelView Plus 600 & Maple Systems HMIs with 6" Allen Bradley HMIs
5. Upgrade all obsolete PLCs using modern supported Allen Bradly PLCs.
6. Rotary Screen Discovery if needed, move all functions to LCP-4 if possible or remove if not needed.

b. **Lake Water Treatment Plant (WTP)**

i. The Lake Water Treatment Plant is a relatively new facility with primarily current and modern controls equipment. The workstation based Human Machine Interface (HMI) in the facility utilizes a server/client configuration. The HMI software for the primary workstations is Rockwell Automation/Allen-Bradley Factory Talk View SE. Most of the Programmable Logic Controllers (PLC) and touchscreen HMIs in the facility are Rockwell Automation/Allen-Bradley. The Factory Talk View SE server software is hosted locally on a server in the 2nd floor server room. The existing license allows for up to 4 clients. Three licenses are being actively used and a fourth is expected to be in use within the next thirty (30) days. The physical workstations and physical server will be replaced by the City. Modern SCADA software needs to be installed and configured by integrator/vendor and must be equivalent or improve all existing services used by WTP and WWTP. This will require updates and/or migrations from Factory Talk View SE and Factory Talk Historian to the chosen modern SCADA software solution.

There is fiber connectivity between WTP, Sand Creek WTP, WWTP, and the City Shop. PTMP Wireless connects from Building 20 to Building 10, Syringa, and Woodland stations.

ii. **WTP Buildings and Enclosures**
See the attached map for lift station locations.

1. **Building 10**
   a. 10CP01 (Raw Water Control Panel)
      i. Connected Via PTMP Wireless on Lake Water Building 20
      ii. PLC is Allen Bradley L32E
      iii. No HMI currently installed.

2. **Building 20**
   a. 20CP01 (Pre-Treatment Control Panel)
      i. Connected via fiber to Building 30
      ii. PLC is Allen Bradley
      iii. No HMI currently installed

3. **Building 30**
   a. Master RTU Radio Panel

i. Connection for Building 10, Syringa, and Woodland PTMP Radio

b. Master RTU Control Panel CB2
   i. Connected via Copper
   ii. PLC is Allen Bradley Logix5562
   iii. No HMI currently installed

c. Filtration System Main Panel
   i. Connected via copper to Server Room
   ii. PLC is Allen Bradley Logix5562
   iii. No HMI currently installed

d. Windows XP Allen Bradley HMI (Filtrations System HMI)
   i. HMI only, needs to be upgraded and replaced

4. **Building 40**
   a. Microclor (Chlorine Generator Control Panel)
      i. Connected via copper to 50CP4001
      ii. PLC is CompactLogix L32E
      iii. HMI is Allen Bradley PanelView Plus 1500

   b. 50CP4001 (Chemical Building Control Panel)
      i. Connected Via fiber to Building 30
      ii. PLC is Allen Bradley
      iii. No HMI currently installed

5. **Building 70**
   a. 70CP5001 (Recycle Pump Station)
      i. Connected Via fiber to Building 40
      ii. PLC is Allen Bradley
      iii. No HMI currently installed.

iii. **WTP Projects**

1. Factory Talk View SE and Historian SCADA software upgrade/replace/migrate to modern SCADA software solution.
2. Replace Building 30 Windows XP HMI with new Allen Bradley HMI
   a. All hardware, and software, will be solely SI responsibility.
3. Update all PLCs to latest stable firmware, configure with chosen modern SCADA software, including PLC backups.
4. Configure modern client SCADA software.
   a. If on prem SCADA servers, WTP, WWTP and lift stations all need to communicate back to servers at WTP, separated using access controls.
   b. If Cloud SCADA solution is chosen.
   c. On prem SCADA solution client workstations need to communicate back to server at Lake Water Treatment Plant.

5. Building 10 10CP01 add HMI, limit access via password for security purposes.

c. **Sand Creek Water Treatment Plant (WTP)**

i. The Sand Creek Water Treatment Plant is an older facility that requires upgrades to continue to be reliable and fully supported by the manufacturer. The HMI software for the primary workstation is Rockwell Automation/Allen-Bradley Factory Talk View SE. The workstation is running Windows 7 and is going to be replaced by the city. This will require updates and/or migrations from Factory Talk to the chosen modern SCADA software solution.

The primary plant PLC is an Allen-Bradley model 1747-L553 (SLC). Although still supported, the manufacturer recommends upgrading this PLC to a current model since the SLC line is being phased out.

ii. **Sand Creek WTP Projects**

1. Configure modern client SCADA software on workstation.
    a. On prem SCADA solution client workstations need to communicate back to server at Lake Water Treatment Plant.
2. Replace the PLC with modern supported Allen Bradley PLC
    a. Ensure PLCs on latest stable firmware, configure backups of PLCs with new SCADA software.

d. **Reservoir and Booster Stations**

The reservoirs have current and modern controls equipment. The workstation based Human Machine Interface (HMI) used is back at Lake WTP. The Woodland Booster PLC failed and is planned to be replaced under an emergency replacement with a local SCADA contractor. Due to the nature of the replacement, it will likely need to be replaced again with Allen Bradly products. Please allow for this contingency if this becomes the case.

1. Syringa Reservoir
    a. PLC is CompactLogix L32E
    b. No HMI
    c. PTMP wireless back to BLDG20 at WTP

2. Woodland Reservoir
    a. PLC is CompactLogix L32E
    b. No HMI
    c. PTMP wireless back to BLDG20 at WTP

3. Woodland Booster Station
    a. Simmons PLC is currently being replaced due to failure.

i. PLC will need to be replaced with Allen Bradley
ii. The Siemens PLC will be replaced and will operate on operator entered setpoints with stepped mechanical pressure switch back-up option. Will also include wireless radio transmission of low pressure and pump fault alarms to the PLC located across the street from Woodland Facility at a large water tank and UPS installation for power outage and control alarms.

b. PTMP wireless back to BLDG20 at WTP

ii. **Projects for Reservoirs and Booster Station**

1. Replace PLC at Woodland booster station with Allen Bradly Products.
2. Update PLCs to latest stable firmware, configure with chosen modern SCADA software, including PLC backups.

e. **Lift Stations / Collection Stations**

i. Currently, the collections system utilizes alarm dialers with cellular radios at most of the lift stations. Configure all lift stations to report to the City Shop (Utilities) for alarm monitoring and reporting. All lift stations must be able to communicate alarms to operators so that faults and failures can be addressed before they create serious issues. All locations have two (2) pumps, except for South Boyer with three (3) pumps.

Silver Wings and Timberline are the lowest priority lift stations and may be removed from the scope of this project depending on other pending projects. Please allow for this contingency if this becomes the case. Exxon and Beach should be first on the list for deployment of Standardized SCADA cabinet in 2024, please see (iii:18 & iii:19) for details.

To simplify and speed up lift station upgrades the City of Sandpoint is requesting SI to Pre-Engineer and Configure new SCADA enclosures as a standardized "drop-in replacement". Most of the lift stations have the same requirements, an HMI screen, PLC, UPS, Amp Draw, Submersal or Radar transducer, Heaters, Redundant float controls for backup if PLC or Transducer fails, ETC... Screens need to show key indications for the lift station operations such as flow, run status, level, amp draw, and alarms.

The MicroLogix 1400 PLCs are fully supported by Allen-Bradley and do not require an upgrade or replacement at this time. Most of the PLCs and touchscreen HMIs at the lift stations are manufactured by multiple vendors. This can create issues with supporting hardware, software, and PLC/HMI programs. PLCs programs will need to be downloaded from existing PLCs.

All data from collections needs to be accessible at WWTP workstation with view only access. A workstation with SCADA client needs to be installed at the City Shop and needs to communicate back to Lake Water Treatment Plant Server utilizing access controls to only access the collection systems screens.

ii. **Projects for Lift Stations**

1. Configure modern client SCADA software on workstation.
   a. If on prem SCADA, workstation will need to communicate back to server at Lake Water Treatment Plant, with access controls for lift stations only.
   b. If cloud SCADA, configure access controls for lift stations only.
2. Add/Replace all obsolete and/or non-Allen Bradley HMIs and PLCs with standardized Allen Bradely replacement cabinet.
   a. Ensure PLCs on latest stable firmware, configure backups of PLCs with new SCADA software.
3. Centralize alarm reporting at a single location and utilize an alarm-based dialer on a workstation-based HMI.
4. Add/Replace cellular radio using Cradlepoint or approved equivalent, and external mounted antenna for optimal signal strength.

iii. **Lift Station details**

See the attached map for lift station locations.

1. **Sand Creek Lift Station**
   a. No PLC, MultiRanger level sensor to control the pumps.
   b. Has MultiRanger float switch
   c. Verbatim Remote Alam Dialer
   d. Add/Replace Submersible Transducer or Radar
   e. Landline

2. **Cottonwood Lift Station**
   a. HMI is DirectLOGIC
   b. PLC is DirectLOGIC D0-06AR
   c. Has PLC to float switch
   d. Verizon Cell
   e. Chatterbox by Raco

3. **Spring Creek Lift Station**
   a. HMI is Pro-Face
   b. PLC is Allen Bradley MicroLogix 1100
   c. Verizon Cell
   d. Chatterbox by Raco

4. **Cedars at Sand Creek Lift Station**
   a. HMI is Pro-Face
   b. PLC is Allen Bradley MicroLogix 1100
   c. Verizon Cell
   d. Chatterbox by Raco (dead)

5. **North Boyer Lift Station (aka Jail Lift)**
   a. No PLC, MultiRanger level sensor to control the pumps.
   b. Verbatim Remote Alarm Dialer
   c. Verizon Cell
   d. Add high-level and low-level floats for fault detection.
   e. Add/Replace Submersible Transducer or Radar

6. **Timberline Lift Station**
   a. HMI is Pro-Face
   b. PLC is Allen Bradley MicroLogix 1100
   c. Verizon Cell
   d. Chatterbox by Raco (dead)

7. **Fishback Lift Station**
   a. HMI is Automationdirect C-More EA9-T7CL-R
   b. PLC is DirectLOGIC D0-06AR
   c. Landline
   d. Chatterbox by Raco (dead)
   e. Has PLC to float switch

8. **Silverwings Lift Station**
   a. HMI is Siemens HydroRanger 200
   b. PLC is SIEMENS LOGO 230RC
   c. Landline
   d. Viking K-2000-DVA Dialer
   e. Add/Replace Submersible Transducer or Radar

9. **Hickory Glen Lift Station**
   a. No PLC uses level floats to control the pumps.
   b. Landline
   c. Sensaphone 400
   d. Add/Replace Submersible Transducer or Radar

10. **Bristle Cone Lift Station**
    a. HMI is AutomationDirect
    b. PLC is DirectLOGIC D0-06AR
    c. Verizon Cell
    d. Chatterbox by Raco
    e. Has PLC to float switch

11. **Pine Street Lift Station**
    a. HMI is DirectLOGIC
    b. PLC is DirectLOGIC
    c. Verizon Cell
    d. Chatterbox by Raco

e. Has PLC to float switch

12. **Northview Lift Station**
    a. HMI is Automationdirect C-More EA9-T7CL-R
    b. PLC is DirectLOGIC D0-06AR
    c. Landline
    d. Chatterbox by Raco
    e. Has PLC to float switch

13. **Westwood Lift Station**
    a. HMI is Red Lion
    b. PLC is Allen Bradley MicroLogix 1400
    c. Verizon Cell
    d. Guard IT by Raco
    e. Has PLC to float switch

14. **South Boyer Lift Station**
    a. NO PLC, uses Omni-Site Remote Terminal Unit (RTU), not working, and a MultiRanger level sensor to control the pumps.
    b. An RTU functions similarly to a PLC but is not compatible with Rockwell Automation/Allen-Bradley without add-on hardware and/or software products.
    c. No communications setup
    d. Omni-site XR50
    e. Add high-level and low-level floats for fault detection.
    f. Add/Replace Submersible Transducer or Radar

15. **Seasons Lift Station**
    a. No PLC, uses HydroRanger level sensor to control the pumps.
        i. Without a compatible PLC, the data from this station cannot be monitored remotely.
    b. Add high-level and low-level floats for fault detection.
    c. Landline
    d. Chatterbox by Raco
    e. Add/Replace Submersible Transducer or Radar

16. **Pawnshop Lift Station**
    a. No PLC, uses a MultiRanger level sensor to control the pumps.
    b. Add high-level and low-level floats for fault detection.
    c. Landline
    d. Chatterbox by Raco (dead)
    e. Add/Replace Submersible Transducer or Radar

17. **University Lift Station**
    a. HMI is AutomationDirect
    b. PLC is Allen Bradley MicroLogix 1100.

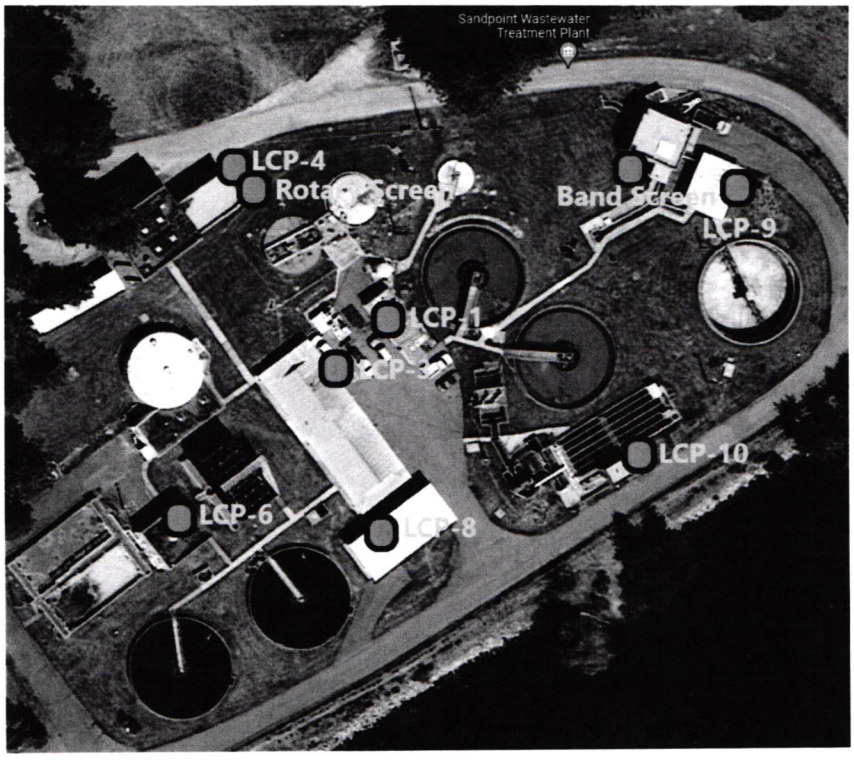
c. No communication setup
d. Sensaphone 800
e. Has PLC to float switch

18. **Exxon Lift Station**
    a. This lift station is being replaced with a modern lift station in 2024
    b. Expect to install the same standardized SCADA cabinet in this lift station.
    c. The City of Sandpoint already has an engineer contracted for this lift station. As required / needed for planning and coordination, the city will connect SI with engineer throughout the design and implementation process

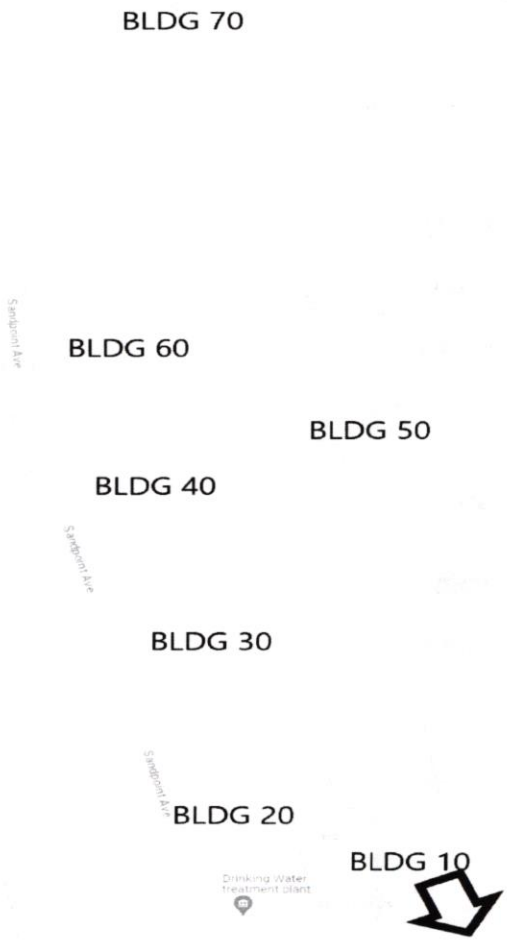
19. **City Beach Lift Station**
    a. This Lift station is being demolished and replaced with a modern lift station in 2024
    b. Expect to install the same standardized SCADA cabinet in this lift station.
    c. The City of Sandpoint already has an engineer contracted for this lift station. As required / needed for planning and coordination, the city will connect SI with engineer throughout the design and implementation process.

B. Maps / Locations

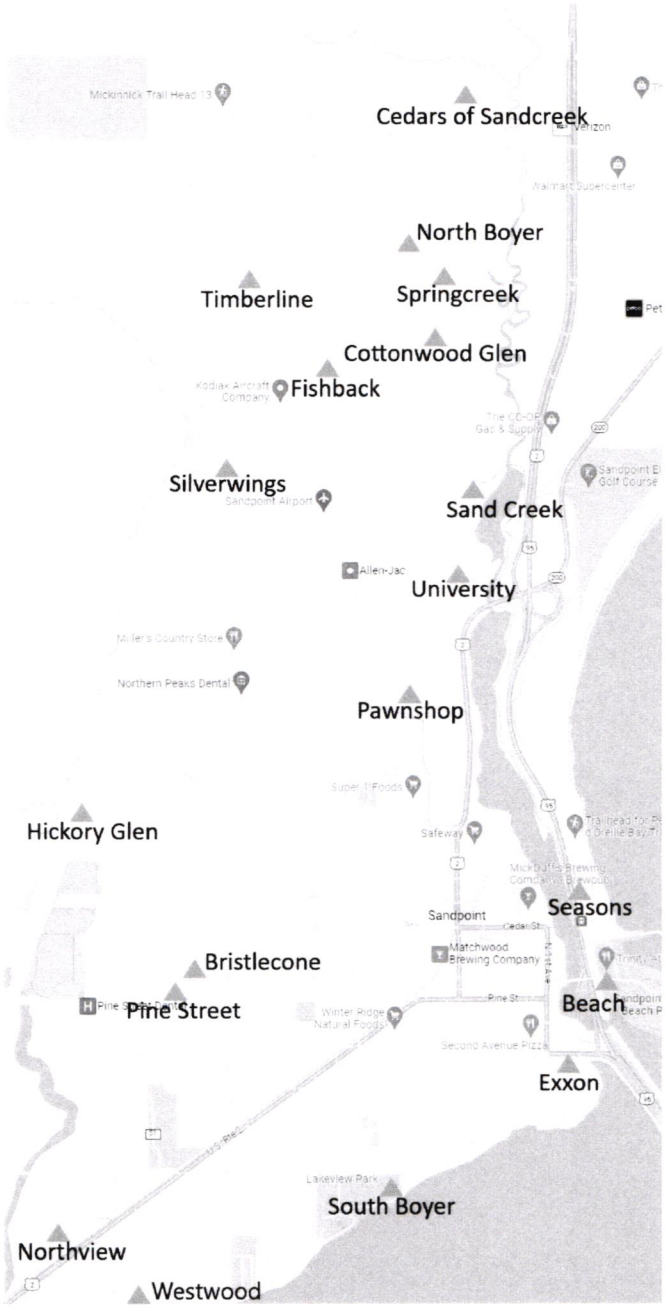
a. **WWTP**



b. **WTP**


BLDG 70
BLDG 60
BLDG 50
BLDG 40
BLDG 30
BLDG 20
BLDG 10
Drinking Water Treatment plant

c. **Lift Stations**



Warranty: Labor and material warranty is one year from implementation/turnover for each key deliverable. Example: when a lift station goes live, the warranty period begins on that date.

EXHIBIT B
FEE SCHEDULE

See Attachment A for Fee Breakdown.

Total Agreement Price not to exceed $1,315,525.00. CITY makes no guarantee entire Agreement Price will be expended.

EXHIBIT C
KEY PERSONNEL

CONTRACTOR Project Team Members are as follows:

Matthew Miller – Project Manager
Ronald Brossart – Construction Manager
Branden Piper – Electrical Foreman

EXHIBIT D - BONDS

PERFORMANCE BOND

Contractor Name: **B & E Electric, Inc.** Address *(principal place of bu* **2211 N. Madson Road** **Liberty lake,** **Washington 99019**	**Surety** Name: Address *(principal place of business)*:
Owner Name: City of Sandpoint Mailing address *(principal place of business)*: 1123 Lake St. Sandpoint, Idaho 83864	**Contract** Description *(name and location)*: A24-3400-1 SCADA Upgrades Project Contract Price: **$1,315,525.00** Effective Date of Contract: **March 20, 2024**

Bond

Bond Amount:

Date of Bond:

(~~Date of Bond cannot be earlier than~~ Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
   3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
   3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
   3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
   5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
   5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
   5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
   5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **None**

PAYMENT BOND

Contractor	**Surety**
Name: **B & E Electric, Inc.**	Name:
Address *(principal place of business)*: **2211 N. Madson Road Liberty Lake, Washington 99019**	Address *(principal place of business)*:
Owner	**Contract**
Name: **City of Sandpoint**	Description *(name and location)*: A24-3400-1
Mailing address *(principal place of business)*: **1123 Lake St. Sandpoint, ID 83864**	SCADA Upgrades Project
	Contract Price: **$1,315,525.00**
	Effective Date of Contract: **March 20, 2024**

Bond

Bond Amount:

Date of Bond:

(~~Date of Bond cannot be earlier than~~ Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:

    5.1. Claimants who do not have a direct contract with the Contractor

        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2. Pay or arrange for payment of any undisputed amounts.

    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

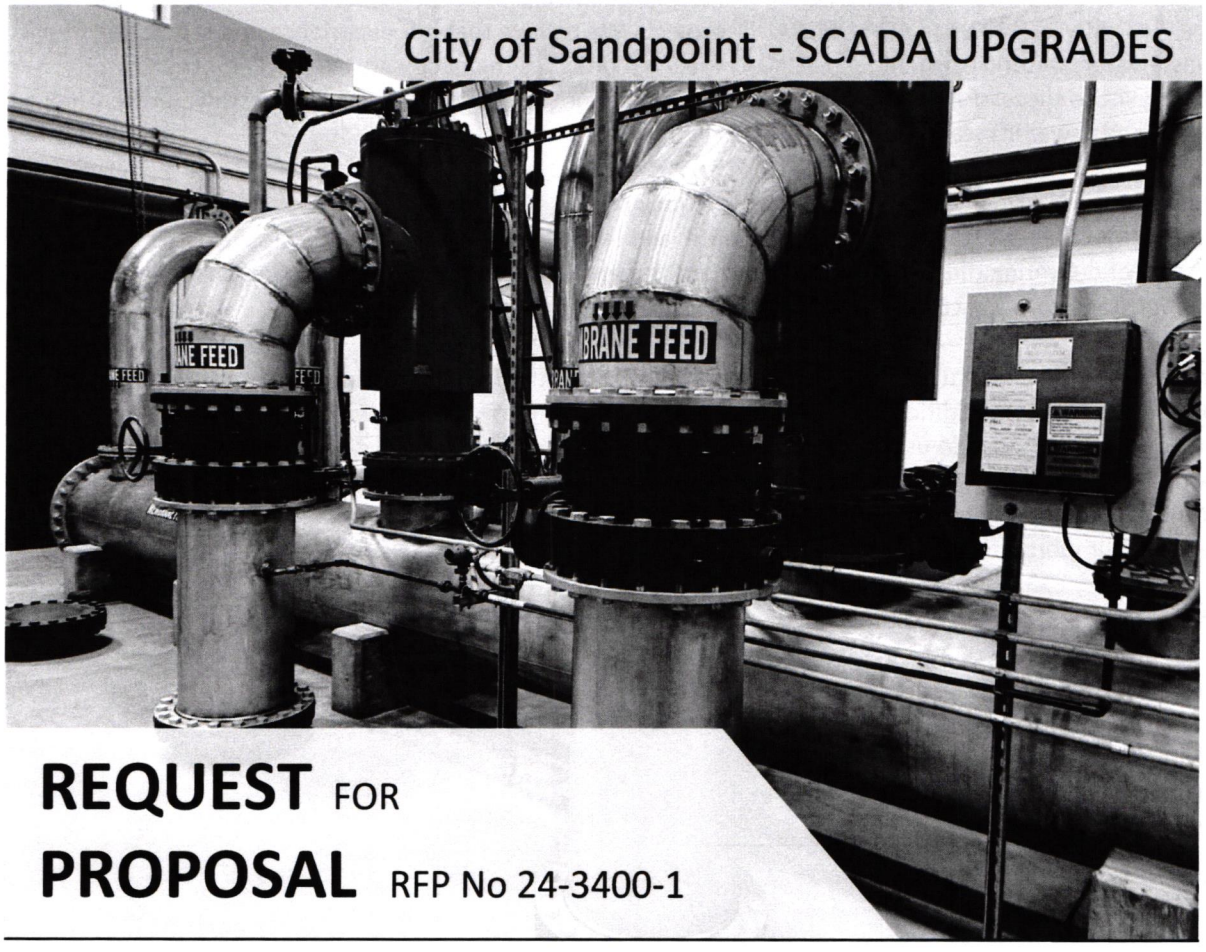
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: **None**

ATTACHMENT 1 - PROPOSAL

SANDPOINT

B&E ELECTRIC
INDUSTRIAL WATER SPECIALISTS



REQUEST FOR PROPOSAL RFP No 24-3400-1

SUBMITTED TO:

City of Sandpoint, Idaho
Cheryl Hughes
Grants, Contract & Procurement Manager
chughes@sandpointidaho.gov

SUBMITTED BY:

B&E Electric, Inc.
Matt Miller
Project Manager
matt@beelectricinc.com

DocuSign Envelope ID: FE030B11-B577-4FF2-8AE0-954CA2DE54AD

SANDPOINT

RFP No 24-3400-1

B&E ELECTRIC
INDUSTRIAL WATER SPECIALISTS

To whom it may concern,

B&E Electric is excited to express our interest in a partnership with the City of Sandpoint, specifically for the "RFP NO. 24-3400-1 SCADA UPGRADE" project. We believe that our experience and reputation in the wastewater, water treatment, and SCADA industries provides the necessary expertise for the City of Sandpoint to successfully complete the upgrades on their water treatment plants, wastewater treatment plant, and sewer lift station SCADA systems.

As a renown SCADA integrator, with a proven track record, B&E Electric is one of a few electrical contractors that can truly provide a full-service, and lasting, partnership. Our business has the desired history of delivering the necessary project management, systems design, deployment, and long-term support to ensure a successful and seamless SCADA system upgrade.

In addition to the recently completed projects identified in the RFP submission, our current scope of projects includes an additional 6 SCADA related customer initiatives, all of which are long standing customers that refuse to use any other contractor because of their high-level of trust and satisfaction with our team, our organization, and our dedicated partnerships. We are thrilled with the idea of adding the City of Sandpoint to our long list of customers who depend on us to keep their cities, their businesses, and most importantly, our families supplied with the infrastructure we all depend on.

This letter of interest is authorized by the following representative of B&E Electric, Inc:

Name:	Patrick Oens, President
Email:	patrick@beelectricinc.com
Mobile:	(509) 570-8537
Date:	2/2/2024
Signature:	_____

Primary office location of B&E Electric, Inc:

2211 N. Madson Rd.
Liberty Lake, WA. 99019

B&E Electric, Inc. acknowledges the following addenda(s) for RFP NO. 24-3400-1 SCADA UPGRADES

1. RFP NO. 24-3400-1 SCADA UPGRADES ADDENDUM NO. 1, dated January 24th, 2024
2. RFP NO. 24-3400-1 SCADA UPGRADES ADDENDUM NO. 2, dated January 30th, 2024

SANDPOINT

RFP No 24-3400-1

B&E ELECTRIC INDUSTRIAL WATER SPECIALISTS

City of Sandpoint

SCADA System Upgrade Project

The purpose of this proposal is to provide a solid partnership option for the City of Sandpoint by delivering a robust solution to the city's current state of the overall water treatment plants, wastewater treatment plant, and sewer lift stations SCADA systems. As a renown SCADA integrator, with a very deep and proven track record, B&E Electric is excited to partner with the City of Sandpoint by providing the necessary project management, systems design, deployment, and support to ensure a successful and seamless SCADA system upgrade project.

Business & Staff Qualifications

B&E Electric, Inc. Summary

Since 1984, B&E Electric has been a renowned industrial electrical and controls contractor specializing in water/wastewater treatment plant design, build, implementation, automation, and upgrades. Our expertise with instrumentation and controls, combined with our full-service UL 508A certified control panel shop, sets B&E Electric apart from the typical electrical contractor. Our team is led by highly skilled and experienced electricians, Project Managers, and control panel technicians.

Matthew Miller

- Contact Information:
  - 208-871-3951
  - Matt@beelectricinc.com
- Background:
  - Project Manager, Estimator, Foreman, Control & Instrumentation Tech.
- Qualifications:
  - Journeyman Electrician, 31 years industry experience, 25 years project management, 16 years of SCADA integration
- Certifications:
  - UL 508A
  - Journeyman
- Experience:
  - Native Salmonid Conservation Facility-Usk, Kuna WWTP, Filer WWTP, Nampa WWTP, Boise WWTP, Hailey WWTP, Anheuser Busch WWTP, American falls WWTP, Garden City SCADA Upgrade
- References:

Greg Sattler
Water Reclamation Facility Chief Operator
Liberty Lake WWTP

Bob Ulrich
Capital Project Manager
Honeywell
Spokane

Aaron Roberts
WWTP Operator
Liberty Lake WWTP

gsattler@libertylake.org
509-368-4593

Bob.ulrich@honeywell.com
509-995-8006

aroberts@libertylake.org
509-506-0308

Ronald Brossart

- Contact Information:
- 509-993-1348
- rbrossart@beelectricinc.com
- Background: Construction Manager, Project Manager, I & C Manager
- Qualifications:
    - University of North Dakota – Electrical Engineering
    - Allen Bradley Control Logix Systems
    - Wonderware HMI Software
    - Rockwell Factory Talk-view HMI Software
    - Rockwell Startup & Warranty Extension Certification
- Certifications:
- Master Electrician (Washington and Idaho)
- UL508A
- Experience: Native Salmonid Conservation Facility Usk, Riverside Park Water Reclamation facility-Spokane, Liberty Lake WWTP, Clarkston WWTP, Twin Rivers Burbot/Sturgeon Hatchery, Moab Scada Control System.
- References:

Chris Peterschmidt
Water Systems Engineer
City of Spokane
Riverside Park Water Reclamation Facility
cpeterschmidt@spokanecity.org
509-625-4618 (office)
509-939-7973 (cell)

Grady Weisz
Principal Engineer
Century West Engineering
102 S Euclid Ave, Suite 107
Sandpoint, ID 83864
gweisz@centurywest.com
208-417-2983 (office)

Lars Hendron
Principal Engineer
City of Spokane
Riverside Park Water Reclamation Facility
4401 N Aubrey L White Pkwy
Spokane, WA 99205
509-625-4600 (office)
lhendron@spokanecity.org

Branden Piper

- Contact Information:
    - 509-290-9181
    - bp@beelectricinc.com
- Background:
    - Electrical Foreman, I & C Foreman, Scada programmer, Journeyman electrician.
- Qualifications:
    - Allen Bradley Control, Compact, and MicroLogix Systems

- Rockwell Drive Systems
- Rockwell Factory Talk-view HMI Software
- Rockwell Startup & Warranty Extension Certification
- UL508A

- Certifications:
  - OHSA 30
  - Journeyman Electrician
- Experience:
  - Native Salmonid Conservation Facility Usk, Riverside Park Water Reclamation facility-Spokane, Liberty Lake WWTP, Clarkston WWTF, Twin Rivers Burbot/Sturgeon hatchery, MOAB SCADA Upgrade, Dover Water SCADA upgrade.
- References:

Mike Wade
-Water/Wastewater Manager
-City of Dover, City of Laclede
-Direct contact for all SCADA, I&C, and service work
welderupnorth@gmail.com
208-265-4270 (office)
208-290-1562 (cell)

Sharmon Morris
COO NWParks, LLC.
-Direct contact for all Water/Wastewater Projects and service across WA.
Sharmon@nwparksllc.com
425-864-0721 (cell)

Jose Valenzuela
Hatchery Manager
Kootenai Tribe of Indians
-Direct contact for all I&C, SCADA, Service work.
208-304-5527 (cell)

Management Approach

The overall approach for this project will be giving the City of Sandpoint the most optimal solution while being good stewards of the funds available. B&E Electric is committed to a fiduciary responsibility for the city by keeping the project within the allotted budget by looking for the most cost effective, yet productive solutions, to some of the unique challenges presented during the site walk. B&E Electric will leverage our expertise to standardize the overall project process, resulting in ease of use and minimizing the cost of future growth or repairs.

B&E Electric will be utilizing our long-standing partnership with Rockwell/Allen Bradley by employing their components, software, and expertise throughout the entire project. Our partnership with Rockwell will be a significant advantage for this project, considering that the City of Sandpoint is currently using Rockwell software. This partnership will provide a monetarily efficient, robust, and somewhat seamless transition, especially when we consider some of the hardware swaps for other options within the Rockwell family. This flexibility is also significant when we consider security features that will come with the upgrades, helping to keep the City of Sandpoint safe during the current landscape as it pertains to cyber security and terrorist threats.

The overall project should take into consideration any impact it may have on the community based on the time of year, flow demand, and ability to handle each phase of the project. Additionally, every location and PLC will have a Construction Impact on Plant Operations (CIPO) form filed. The CIPO will be a collaborative approach with the City of Sandpoint, plant operators, and B&E Electric. This joint approach will help ensure that all risks are identified, and proper contingency plans are in place, before any work begins. The CIPO process also ensures a successful swap of any PLC, or Software upgrades prior to installation of any component. An additional stop gap measure will be to ensure all control panels, PLC's, and Software Conversions are FAT tested prior to arriving onsite. This FAT testing will take place at B&E Electric's UL 508A lab, in Liberty Lake WA.

As we consider the phases of the project, the initial, and most critical, will be the discovery phase. As identified during the site walk, there are a decent number of unknowns. At a high-level, our discovery phase will include the following:

1. Obtain all spec sheets, O+M's, drawings.
2. Upload and archive existing PLC programs/SCADA and Clients.
3. Network mapping, IP logging, routing.
4. Verify I/O at each PLC location.
5. Verify site to site communication and speed requirements for data transfer.
6. Determine final size, and necessary features, of control cabinets for lift stations to meet standardization requirements.
7. Rockwell Software audit – Consolidate licensing and remove unnecessary programs/licensing and costs

The next phase of the project will be to partner with the City of Sandpoint to design the necessary communications between PLC's and site-site, based on the City of Sandpoint's input. A key component of this phase will be the redundant communication options to avoid communication failures. In parallel to the communication design process, the control drawings and control panel drawings will be underway. The design process will leverage CAD for all drawings. The control panels will all be built at B&E Electric's UL 508A shop in Liberty Lake WA.

The next step will include identifying and confirming availability of all materials, flow demand, and driving to a finalized project timeline with all key stakeholders. Weekly project meetings, along with status reports, will be stood up as a necessary part of our overall success. These weekly meetings, and status reports, will be instrumental in driving our overall success of this project. Key stakeholders from the City of Sandpoint, Plant Operations, and B&E Electric will be in attendance at all of these meetings.

The project team will use Procore to manage the overall project. Procore is an online software platform, used across countless industries, that enables the team to share large files, track job progress, view submittals and O+M's, monitor key milestones, schedule concerns,

resource allocation, financials/budget tracking, and communications. This software will enable all key stakeholders the ability to view the project status 24/7, from anywhere.

Related Project Experience

Native Salmonid Conservation Facility (Usk, WA) 2023

This facility is intended to help recover the Cut-Throat population of the Pend O'reille river, through the use of ground and surface water sources, in conjunction with various levels of water treatment. B&E Electric was responsible for programming and implementing a complete SCADA system. This included fiber and copper network installation and certification with redundant self-healing DLR Network topology.

- Ron – General Foreman, SCADA developer
- Branden – Foreman, SCADA integrator
- Matt – Project Manager

Riverside Park Water Reclamation Facility NLT Project (Spokane, WA) 2022

B&E Electric is part of the Joint Venture managing Spokane's largest construction project and serves as its primary electrical and controls contractor. The project is a major plant upgrade, including plant-wide SCADA controls upgrades and a new membrane filtration system that is designed to treat an average wastewater flow of 50 million gallons a day.

- Ron – General Foreman, Electrical and I & C Coordinator
- Branden – Foreman, Electrical and I & C Installation

Liberty Lake Wastewater Treatment Plant (Liberty Lake, WA) 2023

Instrumentation upgrade, including flow meters and level transducers.

- Branden – Foreman, SCADA integrator
- Matt – Project Manager

Town of Ione Water System Treatment Improvements (Ione, WA) 2023

This project included a new headworks facility with screening and a septage dumping station, as well as new aerators. Our improved design allowed the owner to benefit from the ability to upload values from the septage control system. SCADA and instrumentation service, to include troubleshooting and repair, of the Freshwater Treatment Facility.

- Branden – Foreman, SCADA integrator

Lapwai Valley Regional Wastewater Facility (Lapwai, ID) 2023
This facility was a lagoon treatment system that was converted into a new immersed membrane water treatment system for the city. In this complete build of a brand new plant, we performed extensive control work to facilitate the installation of the membrane system.

- Ron – Electrical & I & C Foreman.

City of Dover Wastewater Treatment Plant (Dover, ID) 2023
We negotiated this immersed membrane facility provided by GE Water Systems, helping the city to achieve its goal well within budget. We implemented the control systems for this project. WWTP SCADA upgrade included firmware and communication components. WTP enhancements included PLC replacement, HMI development, and instrumentation upgrades. Server side implementation for data logging and alarming.

- Ron – General Foreman, SCADA Manager
- Branden – Foreman, SCADA integrator

Twin Rivers Burbot / Sturgeon Hatchery (Kootenai Tribe, Bonners Ferry, ID) 2024
SCADA upgrade that included new HMI stations, new drives, pump controls, and software/firmware upgrades.

- Ron – General Foreman, Electrical & I & C.

- Branden – Foreman, SCADA integrator

MOAB irrigation district (Newman Lake, WA) 2023
SCADA upgrade for ground well.

- Ron – General Foreman, Electrical & I & C.

- Branden – Foreman, SCADA integrator

Columbia Sun (Kennewick, WA) 2023

Complete SCADA replacement that included upgrading of instrumentation, hardware, and software.

- Branden – Project Manager, Foreman, SCADA integrator & developer

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EXHIBIT A
PRICE FORM

PRICE RECIPIENT

This Price is submitted to:

City of Sandpoint
1123 Lake Street
Sandpoint, ID 83864

The undersigned Respondent proposes and agrees, if this Price is accepted, to enter into a Professional Services Agreement with City in the form as outlined in this Request for proposals in Attachment A, Sample Agreement to perform all Work as specified or indicated in the Request for Proposals for the prices and within the times indicated in this Price and in accordance with the other terms and conditions of the Request for Proposals.

RESPONDENT'S ACKNOWLEDGEMENTS

Respondent accepts all of the terms and conditions of the Request for Proposals No. 24-3400-1. This Price will remain subject to acceptance for 30 days after the Price opening, or for such longer period of time that Respondent may agree to in writing upon request of City.

RESPONDENT'S REPRESENTATIONS

In submitting this Price, Respondent represents that:

Respondent has examined and carefully studied the Request for Proposals, other related data identified in the Request for Proposals, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
Addendum No.1	January 24, 2024
Addendum No. 2	January 30, 2024

Respondent is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

Respondent has considered the information known to Respondent; information commonly known to Vendors doing business in the locality of the Site;; the Request for Proposals; and the Site-related reports and drawings identified in the Request for Proposals, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of process to be employed by Respondent, including applying the specific means, methods, techniques, sequences, and

procedures of process expressly required by the Request for Proposals; and (3) Respondent's safety precautions and programs.

Based on the information and observations referred to in Paragraph 3.01.D above, Respondent does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary
for the determination of this Price for performance of the Work at the price(s) and within the times required, and in accordance with the other terms and conditions of the Request for Proposals.

Respondent is aware of the general nature of work to be performed by City and others at the Site that relates to the Work as indicated in the Request for Proposals.

Respondent has given City written notice of all conflicts, errors, ambiguities, and discrepancies that Respondent has discovered in the Request for Proposals, and the written resolution thereof by City is acceptable to Respondent and Respondent has included all necessary assumptions in the Proposal.

The Request for Proposals are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Price is submitted.

RESPONDENT'S CERTIFICATION

Respondent certifies that:

This Price is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive Purchase Agreement or rules of any group, association, organization, or corporation;

Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false Price;

Respondent has not solicited or induced any individual or entity to refrain from proposing; and

Respondent has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Purchase Agreement. For the purposes of this Paragraph 4.01.D:

"corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Proposing process;

"fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Proposing process to the detriment of City, (b) to establish Price prices at artificial noncompetitive levels, or (c) to deprive City of the benefits of free and open competition;

"collusive practice" means a scheme or arrangement between two or more Respondents, with or without the knowledge of City, a purpose of which is to establish prices at artificial, noncompetitive levels; and

"coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Proposing process or affect the execution of the Purchase Agreement.

BASIS OF PRICE

Respondent provide a functionally complete Project in accordance with the Request for Proposals for the following Not to exceed price:

$ 1,296,505 NOT TO EXCEED

RESPONDENT SHALL SUBMIT HOURLY FEE SCHEDULE WITH THIS PROPOSAL INCLUDING ANY ASSUMPTIONS

TIME OF COMPLETION

Respondent agrees to deliver the Project in accordance with the Request for Proposals.

PRICE SUBMITTAL

6.01 This Price is submitted by:

Corporation Name: B&E Electric

State c ashington

Type ((ofessional, Service, Limited Liability): Corporation

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Patrick Oens

Title: President

(CORPORATE SEAL)

Attest _____

Respondent's Business Address: 2211 N. Madson Rd. Liberty Lake, WA 99019

Phone No: 509-927-9350

E-mail: info@beelectricinc.com

SUBMITTED on February 6, 2024.

SANDPOINT MATERIAL

WASTEWATER

Location	Material	Labor
LCP-1		
	$10,257.82	$11,662.00
LCP-3		
	$10,909.69	$11,662.00
LCP-4		
	$8,820.27	$11,662.00
LCP-6		
	$11,322.77	$11,662.00
LCP-8		
	$8,755.72	$11,662.00
LCP-9		
	$8,507.24	$11,662.00
LCP-10		
	$7,357.75	$11,662.00
BAND SCREEN		
	$10,538.81	$11,662.00
ROTARY SCREEN		
	$1,659.22	$11,662.00
SPARES		
	$2,773.34	
Wastewater System Grand Totals:	Material	Labor
	$80,902.63	$104,958.00

WATER TREATMENT

Location	Material	Labor
BUILDING 10		
	$7,709.76	$3,332.00
BUILDING 30		
	$6,622.62	$3,332.00
SAND CREEK		
	$27,185.88	$11,328.80
WOODLAND BOOSTER		
	$1,303.15	$11,328.80
SPARES		
	$11,846.06	
Water System Grand Totals:	Material	Labor
	$54,667.47	$29,32[illegible]

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LIFT STATIONS

Description	Ext Net	Labor
SANDCREEK		
	$33,059.22	$3,998.40
COTTONWOOD		
	$31,750.22	$3,998.40
SPRINGCREEK		
	$31,750.22	$3,998.40
CEDARS		
	$31,750.22	$3,998.40
NORTH BOYER		
	$33,654.22	$3,998.40
TIMBERLINE		
	$31,750.22	$3,998.40
FISHBACK		
	$31,750.22	$3,998.40
SILVERWINGS		
	$33,059.22	$3,998.40
HICKORY GLEN		
	$33,059.22	$3,998.40
BRISTLE CONE		
	$31,750.22	$3,998.40
PINE STREET		
	$31,750.22	$3,998.40
NORTHVIEW		
	$31,750.22	$3,998.40
WESTWOOD		
	$31,750.22	$3,998.40
SOUTH BOYER		
	$37,058.15	$4,664.80
SEASONS		
	$33,059.22	$3,998.40
PAWNSHOP		
	$33,059.22	$3,998.40
UNIVERSITY		
	$31,750.22	$3,998.40
EXXON		
	$33,654.22	$3,998.40
CITY BEACH		
	$33,654.22	$3,998.40
PROGRAMMING/ADMIN		
		$27,655.60
SPARES		
	$1,983.73	
Lift Station Grand Totals:	Material	Labor
	$622,802.90	$104,291.6

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SOFTWARE

	Material	Labor
Software Grand Total:	Material	Labor
	$96,824.35	$153,272.00

ADMINISTRATION

	Admin
Administration Grand Total:	Admin
	$68,484.00

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CITY OF SANDPOINT

CONTRACT CHANGE ORDER

Date: 6/20/2024

SCADA UPGRADES PROJECT

Change Order No: 1

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

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

The following changes to the contract documents are issued:

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

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

Time provided for completion in the contract is:

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

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

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

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

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

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

Approved By:
Mayor Date

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

CITY OF SANDPOINT

CONTRACT CHANGE ORDER

Date: 8/7/2024

SCADA UPGRADES PROJECT

Change Order No: **2**

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

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

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

The following changes to the contract documents are issued:

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

Original Contract Price:	*$1,315,525.00*
Prior Approved Change Orders:	*$7,932.00*
Revised Contract Price:	*$1,323,457.00*
Current Change Order Price:	**$30,157.00**
New Contract Price:	*$1,353,614.00*

Time provided for completion in the contract is:

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

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

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

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

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

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

Approved By: 8-07-24
Mayor — Date

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

AGENDA REPORT

City Council Meeting

TODAY'S DATE: December 9, 2024

MEETING DATE: December 18, 2024

TO: City Council

FROM: Cheryl Hughes, Central Services Director

SUBJECT: Approve Procurement Policy Update

DESCRIPTION/BACKGROUND:

City Council adopted the City of Sandpoint Procurement Policy in May 2020 and approved updates to the Policy in September 2020, January 2022, June 2023, September 2023, February 2024, and May 2024. City staff recognizes the growing need for flexibility in addressing time-sensitive purchases. This policy update increases procurement thresholds for Goods & Non-Professional Services. The updated procurement process thresholds are necessary to optimize the City's procurement processes, increase operational efficiencies, while also ensuring full compliance with Idaho Law, specifically Idaho Code §67-2806. While thresholds will be raised for procurement processes, City staff will continue to maintain ongoing oversight of all procurement decisions to ensure fairness, integrity, and remain committed to fiscal responsibility with tax and rate payer dollars.

Additional changes within the Procurement Policy include removing City Administrator from policy and approvals within the policy.

STAFF RECOMMENDATION:

Staff recommends City Council consider approving the changes to the City of Sandpoint's Procurement Policy.

ACTION:

Staff asks City Council to approve the changes to City of Sandpoint's Procurement Policy.

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

ATTACHMENTS:

Proposed Resolution

Procurement Policy – December 2024

No: 24-
Date: December 18, 2024

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: UPDATING CITY OF SANDPOINT PROCUREMENT AND CONTRACT POLICY

WHEREAS: On May 20, 2020, by Resolution 20-026, Council adopted the City of Sandpoint Procurement Policy, followed by amendments on September 16, 2020, under Resolution 20-040, January 5, 2022, under Resolution 22-001, June 7, 2023, under Resolution 23-052; September 6, 2023, under Resolution 23-067; February 7, 2024, under Resolution 24-007; and May 15, 2024, under Resolution 24-029;

WHEREAS: City staff recognizes the growing need for flexibility in addressing time-sensitive purchases, with this policy update increasing procurement thresholds for goods and non-professional services;

WHEREAS: The updated procurement process thresholds are necessary to optimize the City's procurement processes and increase operational efficiencies, while also ensuring full compliance with Idaho Law, specifically Idaho Code § 67-2806;

WHEREAS: Additional housekeeping changes will include the removal of references to City Administrator within the policy; and

WHEREAS: While thresholds will be increased for procurement processes, City staff will continue to maintain ongoing oversight of all procurement decisions to ensure fairness and integrity and remain committed to fiscal responsibility with tax and rate payer dollars.

NOW THEREFORE BE IT RESOLVED THAT: The updated City of Sandpoint Procurement and Contract Policy, incorporating the above-described amendments, a copy of which is attached hereto and made a part hereof as if fully incorporated herein, is hereby adopted and approved.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

CITY OF SANDPOINT
PROCUREMENT AND CONTRACT POLICY

Approved May 20, 2020 by City Council
Updated: Approved by City Council
September 16, 2020
January 05, 2022
June 07, 2023
September 06, 2023
February 07, 2024
May 15, 2024
December 18, 2024

I. GENERAL

A. MISSION

The City of Sandpoint is committed to protecting the integrity of the procurement process and seeking out resources in order to secure the highest quality goods, services, and construction in the most ethical and responsible manner for the benefit of the community.

B. GOVERNING AUTHORITY

The Central Services Department shall be responsible for the implementation and administration of this Policy. Subject to the provisions of this Policy, the Grants, Contracts & Procurement Officer or Manager shall serve as the principal office for all contracts and the procurement of goods, services, and construction required by the City. All changes to this Policy shall be approved by the City Council.

C. PURPOSE

This Policy establishes a centralized procurement and contract system for the City of Sandpoint to direct the purchases of goods, services, and construction and contracts for the purpose of which is to:

1. Establish rules governing procurement and contracts by the City of Sandpoint;
2. Promote public confidence in the integrity and transparency of the procedures followed to procure goods and services required by the City;
3. Ensure fair and equitable treatment of all persons who participate in the procurement and contract process;
4. Maximize value in procurement activities;
5. Ensure City is protected from liability in contracts; and
6. Establish contract accountability.

D. OBJECTIVES

1. Provide a uniform system to procure supplies, materials, equipment, services, and construction in an efficient and timely manner;
2. Utilize and support local suppliers, contractors, and consultants to the greatest extent possible while still maximizing the value of the goods or services
3. Dispose of surplus of goods and equipment in a manner which brings the most value to the surplus items;
4. To establish responsibility and accountability of City resources;
5. Comply with State of Idaho procurement statutes;
6. To provide protection against liability; and
7. Provides contract accountability.

E. SCOPE

This Policy applies to procurement of:

1. Supplies, materials, and equipment
2. Non-professional services
3. Professional services
4. Public Works construction projects
5. Lease of real property

This Policy is not applicable to the acquisition or sale of real property. If grant funding is involved in the proposed purchase of goods, services, or construction, other requirements may be applicable different from this Policy, which may be more restrictive and those requirements would apply in place of what is stated within this Policy. Consultation with Grants, Contracts & Procurement Officer or Manager is required for any grant funded purchases of goods or services.

F. CONTROLLING LAW

All procurement shall comply with applicable federal, state, and City laws, rules, regulations, and policies. Any federal or state laws, regulations, grants, or other requirements more restrictive than within this Policy, such laws, regulations, grants, or requirements must be followed.

G. ETHICS

1. **Conflicts of Interest and Gifts**

   The City is committed to providing a fair, equitable, and transparent procurement process. All staff and elected or appointed officials participating in a solicitation and/or award process shall be aware of any perceived or actual conflicts of interest and avoid such actual or perceived conflicts of interest influencing the solicitation and/or award process.

   All gifts, including meals, could be perceived as influencing performance of official duties; a reward for awarding a contract or purchase agreement; or offered to influence, find favor, or with a reasonable expectation of creating an obligation to the giver. All vendors, contractors, and consultants are prohibited from offering gifts during the solicitation and contract award process and staff is prohibited from accepting any such gifts if offered. See Idaho Ethics and Government Act §74-401, and 74-501, et seq.

2. **Former Employees as Vendors/Contractors/Consultants**

   Staff must obtain authorization from their Department Head, who is to obtain authorization from the Mayor, before entering into any contract or purchase agreement with a former City employee, which may create an actual or perceived conflict of interest. Legal Counsel should be consulted prior to entering into such contract or purchasing agreement.

II. ACCOUNTABILITY AND COMMUNICATIONS

City staff involved in development of specifications shall consider any and all actual or perceived conflicts of interest and public accountability rules, laws, or regulations.

A. Public Disclosure

The City's procurement process, including all submittals, written communications, materials, information, decisions, and notes relative to the process are all considered public record and subject to public disclosure unless an exemption applies under Idaho Public Records Act §74-101 et seq.

B. Maintain Confidentiality

Documents, decisions, information, and opinions are generally to be kept confidential, except as required for disclosure under the Idaho Public Records Act. Staff is not to share information other than with City staff directly involved in the evaluation and selection process. Only after receiving approval of Contracts & Procurement, Central Services Director, and/or Mayor may staff members directly involved in the evaluation and selection process contact respondents to solicitations seeking additional information and clarifications to the submittals, as well as negotiating a contract. Contact with respondents should be limited and caution must be taken in an effort to maintain the objectivity of the evaluation process. Any questions or documentation requests by respondents or others with an interest in the solicitation relative to the evaluation process must be referred to the Grants, Contracts & Procurement Officer.

C. Fair, Prudent, and Thorough Evaluation

The procurement process must remain fair and equitable to all respondents. Careful and thoughtful actions preserve the integrity of solicitations.

1. City staff involved in the development of specifications, the solicitation effort, and the award process, shall be cognizant of actual or perceived conflicts of interest and public accountability rules.

2. If a participating member of a selection committee has or perceives a conflict of interest, they must immediately notify the Grants, Contracts & Procurement Officer and excuse themselves from the procurement process. The Grants, Contracts & Procurement Officer, Central Services Director, and/or Mayor may consult Legal Counsel in this situation.

Be cautious when discussing any aspect or opinions surrounding the solicitation process, including those of potential respondents until contract award or purchasing agreement is completed. Avoid any actions that present or give an impression of preferential treatment to any respondent.

III. GRANTS AND FEDERAL FUNDING

If the procurement of goods, services, or construction involves grant funding of any kind then STOP!

Solicitations funded in part or in whole with grant or federal funding may not be covered by this Policy and may have their own procurement process requirements. All solicitations that may involve grant or federal funding must be channeled through the City's Grants, Contracts, & Procurement Officer or Manager first who will guide next steps to ensure all grant and federal funding procurement process guidelines and requirements are met.

IV. SPLITTING PURCHASES

Dividing of any purchase for goods or services, including construction, is prohibited if doing so is intentionally to avoid the procurement process thresholds. To avoid the splitting of purchases, the following guidelines are to be followed:

1. Combine ALL phases of a public works project when estimating cost to the greatest extent possible;

2. Combine the total of potential identical or similar items procured at the same time or within a fiscal year period, in which the costs exceed competition thresholds (i.e. office supplies, janitorial products, irrigation supplies, utility supplies, etc.);

3. Purchases designed or intended to be used together (i.e. water meters and covers) and the costs exceed competitive limits, should be solicited together.

V. PROCUREMENT PROCESS AND SIGNATURE AUTHORITY

The City Council approves all purchases of goods, services, and construction through the budget process. The following procurement processes and signature authorities is applicable to all goods, services, and construction approved in the fiscal year budget. Any procurement of goods, services, and construction not City Council approved as part of the fiscal year budget process, will require separate City Council approval, no matter the dollar amount of such purchase. Reference Attachment 1 to this Policy for City Council approved Procurement Process and Signature Authority Policy.

A. **Goods and Non-Professional Services**

1. $0.01 - $4,999
    a) Signature authority -
        i. GOODS: Staff at Grade 13 or higher of the City's Grade Chart
        ii. NON-PROFESSIONAL SERVICES: Staff at Grade 13 or higher of the City's Grade Chart.

    b) Signature authority – Lease Agreements – Mayor

    c) Procurement process – None required

2. $5,000 - $19,999
    a) Signature authority - Department Head

    b) Signature authority – Lease Agreements – Mayor

    c) Procurement Process
        i. Price comparison required. Ensure documentation is obtained from vendors or contractors that do not respond to a request for a quote or decline to provide a quote. Random Annual Department audits to ensure compliance with obtaining price comparisons.

        ii. For time sensitive purchases, follow Idaho Code §67-2806.

3. $20,000 - $74,999
    a) Signature authority – Department Head – Up to $25,000

    b) Signature authority – Lease Agreements – Mayor – $25,001--$74,999

    c) Procurement process
        i. Three written quotes are required. Ensure documentation is obtained from vendors or contractors that do not respond to a request for a quote or decline to provide a quote. Random Department audits will be conducted annually to ensure compliance with the procurement policy.
        ii. For time sensitive purchases, follow Idaho Code §67-2806.

4. $75,000 and Over
    a) Signature authority – City Council Resolution required / Mayor signature.

    b) Signature authority – Lease Agreements – City Council Resolution required / Mayor signature.

    c) Procurement process - follow Idaho Code §67-2806 (1), semi-formal bidding required. Solicit for three written bids for procurement of goods or non-professional services up to $150,000 or Idaho Code §67-2806(2), full competitive bid for procurement of goods or non-professional services $150,000 and over.

B. **Services – Professional**

Professional services include consulting services requiring specialized knowledge and not requiring a license per Idaho Administrative Procedures Act 38.05.01-21.

1. $.01 - $4,999
    a. Signature authority - Staff at Grade 13 or higher of the City's Grade Chart

2. $5,000 - $24,999
    a) Signature authority – Department Head

    b) Procurement process – None required

3. $25,000 - $49,999
    a) Signature authority – Mayor

    b) Procurement process – None required

4. $50,000 - $74,999
    a) Signature authority – Mayor

    b) Procurement process – follow Idaho Code §67-2806 – Semi-Formal procurement. Solicit for three written bids or proposals. Discuss best process with Grants, Contracts & Procurement Manager.

5. $75,000 and Over
    a) Signature authority – City Council Resolution required / Mayor signature

    b) Procurement process - follow Idaho Code §67-2806 and Idaho Administrative Procedures Act 38.05.01: full competitive solicitation for services $150,000 and over.

C. **Services – Professional (Licensed)**

Professional services (licensed) include consulting services requiring specialized license: Design, Survey, Construction Management - Architecture and Engineering per Idaho Code §67-2320

1. $.01 - $4,999
    a. Signature authority - Staff at Grade 13 or higher of the City's Grade Chart

2. $5,000 - $49,999
    a) Signature authority – Department Head

    b) Procurement process – None required

3. $25,000 - $49,999
    a) Signature authority – Mayor

    b) Procurement process – None required

4. $50,000 - $74,999
    a) Signature authority – Mayor

    b) Procurement process – follow Idaho Code §67-2320.

5. $75,000 and Over
    a) Signature authority – City Council Resolution required / Mayor signature

    b) Procurement process – follow Idaho Code §67-2320

D. **Construction**

Construction is work requiring skilled trades or craft; any construction, repair, or reconstruction - see Idaho Code §54-1901 and §67-2805.

1. $.01 - $4,999
    a) Signature authority - Staff at Grade 13 or higher of the City's Grade Chart

    b) Procurement process – None required

2. $5,000 - $49,999
    a) Signature authority – Department Head

    b) Procurement process – None required

3. $50,000 - $99,999
    a) Signature authority – Mayor

    b) Procurement process – follow Idaho Code §67-2805(1): semi-formal bidding required; solicit for three written bids

4. $100,000 and Over
    a) Signature authority - City Council Resolution required / Mayor signature

    b) Procurement process – follow Idaho Code §67-2805(1): semi-formal bidding required; solicit three written bids for projects up to $200,000 or follow Idaho Code §67-2805(2): full competitive bid for projects $200,000 and over.

E. **Exceptions to Sections Above**

1. Goods have already been competitively bid and an existing purchasing agreement exists through another agency; also known as "piggy backing" or "cooperative agreements". Discuss potential use of this exception with Contract Procurement Manager.

2. Procurement of an interest in real property whether lease or purchase.

3. Procurement of insurance.

4. Costs of Joint Powers participation.

5. Emergency expenditures.
    a) For an expenditure to be considered an emergency purchase, authorization to purchase as an emergency expenditure must be received by Mayor. Contact the City Contract Procurement Officer or Manager for any emergency expenditures prior to making emergency purchase.

6. All Exclusions allowed per Idaho Code §67-2803, in addition to Exceptions identified in Sections E1-5 above.

F. **Additional Requirements to Sections Above**

1. Procurement process may vary if grant or federal funds are involved. Staff must consult with Grants Manager prior to any purchase of goods, services, or construction involving grant or federal funds.

2. All services and/or repairs must have a contract, no exceptions. If service and/or repairs are considered an emergency situation, the Department Head must send a written request to the Mayor requesting the service and/or repair begin without a fully executed contract. The Mayor must approve this emergency service and/or repair. In such emergency situations approved by the Mayor, the Contractor must provide insurance certificates prior to commencement of service and/or repair and the contract shall be executed concurrently with the service or repair. An emergency situation does not alleviate the necessity for a fully executed contract.

3. Legal Counsel must review and approve Contracts for all services and construction projects.

4. Signature authority levels:
    a) For non-construction contracts or purchase agreements, the signature authority levels apply to total contract or purchase agreement amounts, including amendments and change orders. If a new/revised contract or purchase agreement amount falls within a new signature authority, the new signature authority level applies, no matter if it results in an increase or a decrease.

    b) For construction and professional services contracts or purchase agreements, the Department Head is authorized to approve change orders or amendments up to the amounts of the total projected budget and not including the contingency amount. For change orders or purchase agreements in excess of the approved project budget but within the approved budgeted contingency amount, the Mayor will have signature authority on change orders or amendments using the contingency portion of the approved budget.

5. Selection and award processes on all contracts and purchases shall be in accordance with Idaho Law.

VI. AWARD, CANCELLATION OR REJECTION OF SOLICITATIONS

No award shall be final and no contract or purchasing agreement shall be created or deemed to exist until such time as a written contract or purchasing agreement has been executed by the selected vendor, consultant, or contractor and required approvals has been obtained.

A. **Cancellation of Solicitations**
At any time prior to final award and approval, a solicitation, contract award, or purchasing agreement may be cancelled or rescinded, or any or all responses received by the City may be rejected by Contracts & Procurement when it is determined that such action is in the best interest of the City.

B. **Notice**
A written notice of delay, cancellation, or rejection shall be sent to all respondents who submitted a response to a solicitation.

C. **Public Records**
Should all solicitations be rejected or a solicitation is cancelled, all solicitation responses received may remain confidential at the discretion of Contracts and Procurement and in accordance with the State of Idaho Public Records Act.

D. **Contract/Purchasing Agreement**
After notice of intent to award has been made, the City and selected respondent will enter into a contract or purchasing agreement incorporating the requirements of the procurement solicitation and with other terms acceptable by the City. The City reserves the right to negotiate terms and conditions of the contract or purchasing agreement with the respondent and to incorporate provisions acceptable to the City. The City has the right to rescind the contract or purchasing agreement award to the selected respondent if the City and selected respondent do not come to agreement upon terms of the contract or purchasing agreement. The City reserves the right to reject a respondent, including a respondent awarded the contract or purchasing agreement, at any time prior to a fully executed contract or purchasing agreement.

E. **Post Award Termination**
Unless otherwise prohibited by law, in the event the respondent awarded a contract or purchasing agreement by the City through formal procurement is terminated early or suspended from further work or services by the City for default in the performance under the contract, or in the event the City rescinds a contract or purchasing agreement award prior to execution of said contract or purchasing agreement, the City may, without a new solicitation, enter into a contract or purchasing agreement with the next lowest responsive and responsible respondent or next lowest bidder willing and able to complete the work or services if such is determined to be in the best interest of the City. In awarding a contract or purchasing agreement with the next lowest responsive and responsible respondent, the City may accept such respondent's original proposal pricing or negotiate a price more consistent with the original pricing submitted by the defaulting respondent whose contract or purchasing agreement award was rescinded.

VII. LOWEST RESPONSIBLE, RESPONSIVE SOLICITATIONS

A. When solicitations involve the determination of the lowest responsible and responsive bids or proposals, which may or may not include price depending on the solicitation, the City shall have authority as allowed by Idaho law to render decisions on and may accept or reject proposals on the basis of one or more of the following:

1. The ability, capacity, skill, and sufficiency of resources of the respondent to perform the contract or purchasing agreement and provide the requested materials or service;

2. The respondent's ability to perform the contract or purchasing agreement within the time specified;

3. The character, honesty, integrity, reputation, judgment, experience, and efficiency of the respondent;

4. The quality of performance and conduct of the respondent on previous contracts or purchasing agreements with the City or any other entity the respondent has performed work or service for;

5. A respondent's previous failure to meet specified substantial completion dates or other milestone dates on previous contracts or purchasing agreements with the City;

6. A respondent's current workload and projected workload during the performance of the contract or purchasing agreement;

7. The previous and existing compliance by the respondent with federal, state, and local laws, regulations, and ordinances applicable, relating or similar to the contract, purchasing agreement, or work to be performed; to include but not limited to laws, regulations, and ordinances;

8. The quality and availability of the supplies or professional or contractual services to the particular use required;

9. The ability to meet the City's required bonds and insurance to fully protect the City's interests;

10. Whether the respondent is in arrears to the City on any debt, defaulted on any bond or surety, and/or whether the respondent has failed to render payments to subcontractors, suppliers, or the like;

11. Proportional amount of work or services respondent intends to perform with its own organization as compared with the portion intended to be subcontracted and the qualifications of subcontractors whom the respondent proposes to use;

12. Whether the respondent's proposal conforms to the requirements stated in the Request for Proposal or Request for Qualifications issued by the City; and
13. Any other circumstances or factors deemed in the best interest of the City as allowed by State of Idaho Law.

The above factors may be determined by respondent's past performance with the City, information obtained from others, information submitted as part of the proposal or in response to an inquiry by the City, and/or information otherwise known or discovered by the City. The City may conduct detailed inquiries of respondent, including compliance with federal, state, and local laws and all relevant licensing and permitting requirements, and other matters of responsibility relevant to the solicitation process. Failure to respond or provide adequate information in response to the City's inquiry shall be grounds for disqualification in the sole discretion of the City.

B. The City is required to award construction contracts, non-construction projects, and commodities to the lowest responsible and responsive bid except as otherwise provided for by Idaho Law. This applies to requests for quotes, semi-formal bidding, as well as formal competitive bid processes for construction and non-construction projects, as well as commodities.

   Responsible bidders must meet the following criteria:

   1. If for contract work requiring a contractor's license, the respondent must be a registered contractor or public works contractor (if for construction project) with the State of Idaho;

   2. Provide required bond and insurance requirements;

   3. Have no violations and are in good standing with the State of Idaho Department of Occupational and Professional Licenses; and

   4. If a public works contractor for construction projects, contractor to possess all requirements as required by the State of Idaho Department of Building Safety and have no violations and in good standing.

VIII. LOCAL PREFERENCE

In order to promote the economic health of the City, to stimulate and enhance the local economy, to generate jobs and spur further investment into the community, to recognize the amount of sales tax returned to the City as a result of the award of a contract or purchasing agreement for goods and services to a local respondent, and to encourage local participation in the purchase of goods, equipment, supplies, and non-professional services, the City shall grant a local preference as follows:

A. In determining the price submitted in response to a solicitation, the City shall grant preference to an eligible local provider Sandpoint who submits a price within 10% of the lowest price submitted by any other respondent. This local preference will allow the eligible local provider Sandpoint the opportunity to reduce its price equal to the amount of the lowest price submitted, if the price is submitted by other than an eligible local provider.

B. If there is no local provider Sandpoint, then such preference shall be granted to a local provider Bonner County in the same manner as provided above.

C. This Local preference shall apply so long as the delivery of goods, equipment and/or non-professional services can be made within similar times and under similar circumstances as the non-local provider and in the sole discretion of the City.

D. The preference and opportunity to reduce the price submitted shall be provided first to the lowest eligible local provider Sandpoint and, if not accepted by such eligible local provider Sandpoint within five business days of the closing date of the solicitation, then to each successive eligible local provider, considering all local providers (Sandpoint and Bonner County) that is within 10 percent of the lowest price submitted, in ascending order of the amount of the responses.

E. To be eligible for local preference Sandpoint or Bonner County, the local provider must have a place of business in Sandpoint or Bonner County and have been conducting business for a period of 6 months prior to the solicitation.

F. There is no exemption from Local Sales Tax. Local preference does not exempt any eligible local provider from paying any applicable federal, state, or local sales tax.

G. Local preference shall not apply to projects classified as Construction projects or for Professional services. Local preference applies only to purchase of goods, materials, equipment, and non-professional services.

H. Local preference applies only for purchases of goods, equipment, and non-professional services for amounts $25,000 or less.

I. Local preference shall not be applicable to procurements made with federal or state grant funds or any funding source by which local preference is prohibited.

IX. SOLICITATION PROTESTS

A. Prior to a submission of a protest relating to or arising from a solicitation, all parties shall use their best efforts to resolve concerns raised by an interested party through open and frank discussions.

B. Protests shall be concise and logically presented to facilitate review by the City. Failure to substantially comply with any of the requirements of this section may be grounds for dismissal of the protest.

C. Protests shall include the following information:

1. Name, address and fax and telephone numbers of the protester;
2. Solicitation or contract number;
3. Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester;
4. Copies of relevant documents;
5. Request for a ruling by the City;
6. Statement as to the form of relief requested;
7. All information establishing that the protester is an interested party for the purpose of filing a protest; and
8. All information establishing the timeliness of the protest.

D. Protests based on alleged apparent improprieties in the solicitation documents and solicitation procedures or evaluation and award criteria shall be filed at least ten (10) calendar days before the proposal submittal date. Failure to promptly file a protest based on solicitation procedures or evaluation and award criteria shall be deemed a waiver of the right to pursue a protest. In all other cases, protests shall be filed no later than five (5) calendar days after the basis of protest is known or should have been known, whichever is earlier, but no later than ten (10) days after the proposal due date.

E. **Action upon receipt of protest**

1. Upon receipt of a protest before award, a contract or purchasing agreement may not be awarded, pending resolution of the protest, unless contract or purchasing agreement award is justified, in writing, to be in the best interest of the City.
2. If award is withheld pending City resolution of the protest, the City will inform the proposers whose proposals might become eligible for award of the contract or purchasing agreement. If appropriate, the respondent will be requested, before expiration of the time for acceptance of their proposals, to extend the time for acceptance to avoid the need for re-solicitation. In the event of failure to obtain such extension of time, consideration should be given to proceed with award.
3. Upon receipt of a protest within ten (10) days after contract or purchasing agreement award, the City shall immediately suspend performance, pending resolution of the protest, including any review by an independent higher level official, unless continued performance is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the City.
4. Pursuing a protest does not extend the time of obtaining a judicial stay, injunction or other remedy.
5. The City shall make its best efforts to resolve protests within 20 days after the protest is filed. To the extent permitted by law and regulation, the parties may exchange relevant information.
6. City protest decisions shall be well-reasoned and explain the City’s position. The protest decision shall be provided to the protestor using a method that provides evidence of receipt.

X. EMERGENCY PROCUREMENT

The Mayor may direct or authorize staff to make emergency procurements of goods, equipment, services, or construction when a threat to public health, welfare, or safety exists provided that such emergency procurements are made with such competition as is practicable under the circumstances.

In the event an official state of emergency is declared, the Mayor is expressly authorized to execute contracts or purchasing agreements on behalf of the City in order to accomplish all necessary relief efforts. All procurement made for goods, equipment, services, and construction shall comply with State of Idaho Law and follow required regulations and guidelines set by the Federal Emergency Management Agency (FEMA).

XI. LEASE AGREEMENTS - CITY PROPERTY

For real property the City owns and enters into Lease Agreements with outside parties, the signature authority for said leases, shall conform to the same signature authority levels as for procurement of goods or non-professional services with the exception that the Mayor shall have signature authority for all dollar values up to $75,000. Leases that have an obligation of $75,000 or more throughout the term of the lease, shall go to City Council for approval.

PROCUREMENT PROCESS AND SIGNATURE AUTHORITY FOR GOODS, SERVICES, AND CONSTRUCTION

GOODS AND NON-PROFESSIONAL SERVICES	**$0.01 - $19,999**	**$20,000 - $74,999**	**$75,000 and Over**		
Signature Authority	• Up to $5,000 -- Staff at Grade 13 or Higher on the City's Grade Chart • $5,001--$19,999 -- Department Head	• Up to $25,000 -- Department Head • $25,001-$74,999 -- Mayor	• City Council Resolution / Mayor Signature		
Signature Authority – Lease Agreements	Mayor	Mayor	• City Council Resolution / Mayor Signature		
Procurement Process	• Purchases over $5,000 -- Price Comparison • For time sensitive purchases follow Idaho Code 67-2806 • Random Annual Department Audits will be Conducted on Purchases to Ensure Compliance with Obtaining Price Comparisons.	• Obtain Three Written Quotes • For time sensitive purchases follow Idaho Code 67-2806	Idaho Code §67-2806 • Semi-Formal Bidding: Obtain Three Written Bids up to $150,000 OR Idaho Code §67-2806(2) • Full Competitive Bid $150K and Over		
	Consulting services requiring specialized knowledge, not requiring a license) - see- Idaho Administrative procedures Act 38.05.01 - 21				
SERVICES - PROFESSIONAL	**$0.01 - $4,999**	**$5,000 - $24,999**	**$25,000 - $49,999**	**$50,000 - $74,999**	**$75,000 and Over**
Signature Authority	Staff at Grade 13 or Higher of the City's Grade Chart	Department Head	Mayor	Mayor	City Council Resolution/ Mayor Signature
Procurement Process	None Required	None Required	None Required	Idaho Code §67-2806(A)	• Idaho Code §67-2806(A) and Idaho Administrative Procedures Act 38.05.01 • Full Competitive Solicitation $150K and Over
	Consulting services requiring specialized license: Design, Survey, Construction Management - Architecture and Engineering) - see Idaho Code §67-2320				
SERVICES - PROFESSIONAL (LICENSED)	**$0.01 - $4,999**	**$5,000 - $24,999**	**$25,000 - $49,999**	**$50,000 - $74,999**	**$75,000 and Over**
Signature Authority	Staff at Grade 13 or Higher of the City's Grade Chart	Department Head	Mayor	Mayor	City Council Resolution / Mayor Signature
Procurement Process	None Required	None Required	None Required	Idaho Code §67-2320	Idaho Code §67-2320
	Work requiring public works licensed skilled trades or craft; any construction, repair, or reconstruction) - see Idaho Code §54-1901 and 67-2805				
PUBLIC WORKS CONSTRUCTION	**$0.01 - $4,999**	**$5,000 - $49,999**	**$50,000 - $99,999**	**$100,000 and Over**	
Signature Authority	Staff at Grade 13 or Higher of the City's Grade Chart	Department Head	Mayor	• City Council Resolution • Mayor Signature	
Procurement Process	None Required	None Required	• Idaho Code §67-2805(1): Semi-Formal Bidding • Obtain Three Written Bids	• Idaho Code §67-2805 (1) Semi-Formal Bidding Obtain Three Written Bids up to $200,000 or Idaho Code §67-2805 (2): Full Competitive Bid $200K and Over	
Exemptions to Above Policy: In addition to Areas Identified Below, All Exclusions per Idaho Code 67-2803 Shall Be Exempted From Above Policy					
Goods		Already competitively bid (piggy-backing)			
Any Amount		Procurement of an interest in real property (lease or purchase)			
Any Amount		Procurement of insurance			
Any Amount		Costs of Joint Powers participation			
Any Amount		Emergency Expenditures			
Any Amount		Repair of Heavy Equipment			
Any Amount		Purchases of Used Equipment from Public Auction			
*****Procurement Process may vary if Grant Funding is involved*****			*****Legal Review on Contracts for All Services and Construction*****		
*****PURCHASE ORDER REQUIRED FOR PURCHASES OF $5,000 OR MORE*****					
If a new/revised Non-Professional Services contract or Good Purchasing Agreement amount falls within a new signature authority, the new signature authority level applies.					
	Selection and award process on all contracts and purchases will be in accordance with State of Idaho Law				
Approved March 18, 2020					
Updated May 06, 2020					
Updated January 05, 2022					
Updated June 07, 2023					
Updated September 06, 2023					
Updated February 07, 2024					
Updated May 15, 2024					
Updated December 18, 2024					

AGENDA REPORT

City Council Meeting

TODAY'S DATE: December 6, 2024

MEETING DATE: December 18, 2024

TO: Sandpoint City Council and Mayor

FROM: Jason Welker, Planning & Community Development Director and Maeve Nevins Lavtar, Parks Planning & Development Manager

SUBJECT: Approval to apply for IDPR Grants for City Beach boat launch and RV Park improvements

Proposed Resolution

Directing staff to apply for grants from the Idaho Department of Parks and Recreation (IDPR) Waterway Improvement Fund (WIF) and the Recreational Vehicle Fund (RV Fund) to support improvements to parking, boat launch, and RV Campground facilities at City Beach Park. - **Action Item**

DESCRIPTION/BACKGROUND:

The Sandpoint RV Campground and boat launch are critical components of the City Beach area, serving both recreational users and emergency response needs. The RV Park, located at the entrance to City Beach, includes 21 seasonal sites and has generated between $79,000 and $109,000 annually in revenue for the Parks Capital Improvement Fund since the City acquired it in 2022, making it the second most valuable contributing source to Parks Capital Improvement Funds after moorage at the City Beach and Windbag marinas. The City Beach boat launch, situated approximately 100 yards southeast of the RV Park, provides vital access to Lake Pend Oreille but has operational limitations, particularly during low-water conditions in fall and winter.

Recent developments have underscored the need for significant improvements to the boat launch. Structural defects in the spillway gates of the Albeni Falls Dam, reported by the U.S. Army Corps of Engineers, are expected to result in lower lake levels for the foreseeable future. These lower water levels will extend the low-water season, further restricting access to the lake. Repairs to the dam could take over a decade, intensifying the urgency to ensure year-round lake access for both recreational users and emergency responders.

In response to this situation, Idaho State District 1 Representative Mark Sauter has requested upgrades to the City Beach boat launch, emphasizing its importance for both early and off-season recreational users as well as for emergency and first responder access to incidents on the Pend Oreille River and the three bridges just west of City Beach. Currently, the nearest alternative low-water access points are in Hope and Laclede, both requiring significant travel for boaters and emergency personnel. Sauter also suggests the possibility, through dredging and improved launch facilities, of off-season moorage facilities for Bonner County Sheriff Office's Marine Division and Sandpoint Fire Department.

The economic implications of these improvements are significant. Ray Pipella, Idaho Department of Parks and Recreation Waterways Improvement Fund (WIF) representative for District 1, highlighted data from Bonner County showing a 40% increase in watercraft inspections at local checkpoints over the past five years, with over 26,000 inspections in 2024. Many of these boaters travel from out of state,

contributing to local tourism and economic development. Enhanced facilities at City Beach, including year-round boat launch access, would solidify Sandpoint as a premier destination for boaters, supporting local businesses and the broader community.

The proposed RV Park improvements further complement this vision, addressing current deficiencies and enhancing visitor experience. Planned upgrades include:

- Adding restrooms (currently, there are none).
- Installing updated electrical systems.
- Possible addition of sewer connections to RV sites.
- Adding Wi-Fi service.
- Improving the day-use parking area at the campground entrance.
- Implementing a full landscape plan.
- Developing and implementing a way-finding plan.
- Enhancing accessibility to meet ADA standards.

Together, these projects aim to modernize City Beach's infrastructure, ensuring it meets the needs of residents and visitors while adapting to the environmental challenges posed by the Albeni Falls Dam defects.

PROPOSED PROJECTS AND FUNDING

RV Park Improvements

- **Grant Program:** Idaho Department of Parks and Recreation RV Fund
- **Purpose:** Enhance the existing RV campground facilities to improve visitor experience, accessibility, and revenue generation.
- **Details:** If awarded, grant funds would be used for design in 2025, with construction anticipated in 2026.

Boat Launch Enhancements

- **Grant Program**: Idaho Department of Parks and Recreation Waterway Improvement Fund (WIF)
- **Purpose**: Enable year-round usability of the City Beach boat launch for recreational as well as emergency and first responder watercraft. Provide low-water moorage for Sheriff and Fire Department watercraft.
- **Details**: Proposed work includes dredging to improve water depth and extending the concrete apron to ensure functionality during low-water conditions, with possible addition of a new dock for use by emergency watercraft while lake is at winter pool level. Depending on preliminary cost estimates, this project is likely to be phased over two years, with design and construction beginning in 2025 using that year's grant funds and continuing in 2026 with another WIF grant applied for in January 2026.

ADDITIONAL CONSIDERATIONS

- The timing of these projects depends on several factors, including the phasing of hotel development at 56 Bridge Street, grant approvals, and availability of funds.
- Other improvements envisioned at City Beach include resurfacing and restriping the parking lot, with potential funding from the City's Parking Improvement Fund.

STAFF RECOMMENDATION:

Approve the resolution directing staff to apply for the IDPR RV Fund and Waterway Improvement Fund grants to support enhancements to the City Beach RV park and boat launch facilities.

ACTION:

Staff is requesting approval for:

- Submission of an IDPR RV Fund grant application to improve the City Beach RV Campground.
- Submission of an IDPR Waterway Improvement Fund grant application to perform dredging and other upgrades to the City Beach boat launch, supporting emergency response and year-round usability.

Approval of the resolution would authorize staff to apply for these grants and proceed with necessary planning efforts.

WILL THERE BE ANY FINANCIAL IMPACT? YES HAS THIS ITEM BEEN BUDGETED? NO

Both the WIF and RV Fund grants require a 5% match, which can be budgeted in the FY26 Parks Capital Improvement Budget. Engineering and permitting would likely begin after grant award notification in late spring 2025 to build in spring of 2026. These “soft costs” would require some initial funding to get a concept level engineering design started so the permit applications can be submitted through IDL and Army Corps of Engineers in time for 2026 construction. Since the actual construction work for both projects is scheduled to begin after the start of FY26 on October 1, 2025, the required match can be planned for and incorporated into the FY26 budget.

ATTACHMENTS:

- Powerpoint presentation including images of current conditions
- December 11th, 2024 Parks & Recreation Commission meeting minutes where grant proposal was presented and discussed.

Sandpoint RV Campground

- 21 sites
- Available May – October
- Sandpoint took ownership in 2021 after land swap with hotel owners
- $109,000 revenue in 2023
- $79,000 revenue in 2024 (five spots were closed for half the season due to hazard trees in railroad RoW)
- 2nd largest revenue source for parks capital improvements after moorage

Current Conditions

- Gravel surface
- No facilities
- 110v power & water
- No sewer hookups
- No landscaping
- Poor accessibility
- No “camp host” site
- Poor connectivity to rest of park
- Lacking in accessibility

RV Park Fund Grant

- **RV Fund:** Focused on upgrading RV Campground facilities.
- RV Campground generates $79,000-$109,000 annually for Parks Capital Improvement Fund.
- **Planned Upgrades:**
  - Restrooms, electrical systems, potential sewer connections.
  - Wi-Fi, ADA-compliant access, landscaping, way-finding enhancements.
- **Impact:** Enhanced visitor experience, increased revenue, improved accessibility.

City Beach Boat Launch – Current Conditions

- Concrete apron in poor shape, no access to water from eastern ramp
- Log boom, wood-decked, decades old and in rough shape
- Water at winter pool = low draft, in need of dredging for guaranteed boater

Waterways Improvement Fund Grant

- **Waterway Improvement Fund (WIF):** Dedicated to enhancing the boat launch for year-round access and emergency response.
- Boat launch supports recreational use and emergency response, especially vital due to anticipated low-water conditions.
- **Planned Upgrades:**
  - Dredging, extending concrete apron, adding dock for emergency watercraft.
  - Year-round access for recreational and emergency use.
- **Impact:** Supports tourism, economic growth, and

Economic and Community Benefits

Economic Growth:

- Boating tourism contributes significantly to local economy—26,000 watercraft inspections in 2024, many from out-of-state visitors.
- RV Campground provides affordable accommodation to a unique class of interstate and international visitors, who bring provide valuable spending to local economy.

Community Value:

- Improved facilities reinforce Sandpoint as a premier recreation destination.
- Enhancements align with City goals for safety, accessibility, and sustainability
- RV Campground reservation fees form 2nd largest

Conclusion

Investing in City Beach Park through these grants ensures critical infrastructure improvements, enhances visitor experience, and supports Sandpoint's long-term economic and recreational goals.

- **Council Action:** Approve resolution to authorize staff to apply for IDPR RV Fund and WIF grants.
- **Timeline:** Planning and

PARKS AND RECREATION COMMISSION MEETING MINUTES

December 11, 2024, at 3:00 PM

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

DRAFT

Call to Order

The meeting of the Sandpoint Parks and Recreation Commission was called to order at 3pm on Wednesday, December 11, 2024, by Chair Chris Ankney in the Council Chambers of City Hall, 1123 W. Lake St., Sandpoint, Idaho.

Roll Call

PRESENT

Chris Ankney
Cynthia Reopelle
David Miles
Eric Donenfeld
Gwen Victorson
Jessica Janssen
Josh Delucchi
Taylor Long
Tyler Wagner

Meeting Minutes Approval

The November 13, 2024, meeting minutes were approved as presented by unanimous vote of commissioners present.

Motion made by Wagner, Seconded by Delucchi.

Voting Yea: Ankney, Reopelle, Miles, Donenfeld, Victorson, Janssen, Delucchi, Long, and Wagner

Old/Unfinished Business

None

New Business

1. 2025 Parks Capital Projects; Implementation and Planning

   Parks Planning and Development Manager, Maeve Nevins-Lavtar provided a summary of 2004 Parks Capital Improvement Projects that are wrapping up in 2024, and a brief overview of park projects slated for 2025.

2. Idaho Department of Parks & Recreation Grants

Planning and Community Development Director, Jason Welker notified commissioners of two upcoming grant opportunities with submission deadlines in January: the Waterways Improvement Fund Grant and Recreational Vehicle Fund Grant. The city would like to pursue both grants to provide winter access to the City Beach boat launch and upgrade the City Beach RV Park. Pursuit of the grants align with the city's current priorities to maintain and improve our current park amenities.

After discussion, commissioners present voted unanimously to recommend to City Council that they approve staff to apply for the Waterways Improvement Fund Grant.

Motion made by Victorson, Seconded by Long.

Voting Yea: Ankney, Reopelle, Miles, Donenfeld, Victorson, Janssen, Delucchi, Long, and Wagner

Commissioners present also voted unanimously to recommend to City Council that they approve staff to apply for the Recreational Vehicle Fund Grant.

Motion made by Miles, Seconded by Victorson.

Voting Yea: Ankney, Reopelle, Miles, Donenfeld, Victorson, Janssen, Delucchi, Long, and Wagner

General Announcements/Comments

None

Adjourn

The meeting was adjourned at 4:02 p.m.

I presided over the meeting and can attest that these minutes, prepared by the Board Clerk, were approved by the Parks and Recreation Commission during their regular meeting held on _____, 2024.

_____ _____

Chris Ankney, Chairman Attest: Kami Omodt, Commission Clerk

DRAFT

No: 24-
Date: December 18, 2024

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: AUTHORIZING A GRANT APPLICATION TO THE IDAHO DEPARTMENT OF PARKS AND RECREATION WATERWAYS IMPROVEMENT FUND FOR CITY BEACH PARKING LOT AND DOCK IMPROVEMENTS

WHEREAS: The parking lot at City Beach serves a public boat launch that meets the needs of both recreational users and emergency response agencies, providing vital access to Lake Pend Oreille;

WHEREAS: The City Beach parking lot has not been repaved in over 30 years, with its degraded condition posing both an inconvenience and a safety hazard to boaters using the public launch, as well as to other residents and visitors accessing City Beach facilities;

WHEREAS: The Idaho Department of Parks and Recreation Waterways Improvement Fund (WIF) supports the creation and improvement of parking areas for boating purposes, making this project eligible for WIF funding;

WHEREAS: There is a growing demand for boat moorage at City Beach, demonstrated by an annual waiting list of residents seeking boat slips, while the existing docks are aging and in need of replacement;

WHEREAS: Anticipated additional increased demand for moorage, driven by the development of a new hotel near City Beach, further highlights the need for dock improvements, including potential extension of the dock facilities into the Sand Creek channel to better serve the community and accommodate boaters;

WHEREAS: Multiple concepts have been proposed over the years for the replacement and extension of the City Beach docks to modernize these facilities and address the growing moorage needs of residents and visitors;

WHEREAS: The proposed project includes repaving and restriping of the City Beach parking lot to improve safety and usability for boaters, as well as engineering and design for upgraded and expanded dock facilities to meet the community's needs and enhance access to Lake Pend Oreille;

WHEREAS: These improvements would modernize the boating infrastructure at City Beach, ensuring the facilities meet current and future demand and supporting local tourism, recreation, and economic development;

WHEREAS: Acceptance and use of any awarded grant funds will require a minimum 5% local match from the City, which would be budgeted under the Parks Capital Improvement Fund in the next budget year, FY2026, with engineering and design work anticipated to begin in 2025;

NOW, THEREFORE, BE IT RESOLVED THAT: City staff is hereby authorized to submit a grant application to the Idaho Department of Parks and Recreation Waterways Improvement Fund, seeking funding to repave and restripe the City Beach parking lot and conduct engineering and design for the replacement and extension of dock facilities at City Beach.

BE IT FURTHER RESOLVED THAT: The Mayor or his designee is hereby authorized to sign any and all documents necessary to apply for this funding.

Jeremy Grimm, Mayor

ATTEST:

Melissa Ward, City Clerk

** **THIS RESOLUTION WAS REPLACED PER RE-AMENDED AGENDA ** No: 24-
Date: December 18, 2024

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: AUTHORIZING A GRANT APPLICATION TO THE IDAHO DEPARTMENT OF PARKS AND RECREATION WATERWAYS IMPROVEMENT FUND FOR CITY BEACH BOAT LAUNCH IMPROVEMENTS

WHEREAS: The boat launch at City Beach park is a critical component of the City Beach area, serving both recreational users and emergency response needs and providing vital access to Lake Pend Oreille;

WHEREAS: Operational limitations at this boat launch have been identified, particularly during low-water conditions in fall and winter, with recent developments underscoring the need for significant improvements;

WHEREAS: Structural defects in the Albeni Falls Dam spillway gates are expected to result in lower lake levels for the foreseeable future, extending the low-water season and further restricting access to the lake, with repairs to the dam possibly taking over a decade, intensifying the urgency to ensure year-round lake access for both recreational users and emergency responders;

WHEREAS: Upgrades to the City Beach boat launch are essential for both early and off-season recreational users, as well as for emergency and first responder access to incidents on the Pend Oreille River and the three bridges just west of City Beach, where, currently, the nearest alternative low-water access points are in Hope and Laclede, both requiring significant travel for boaters and emergency personnel;

WHEREAS: Bonner County data from the Idaho Department of Parks and Recreation reflects a 40% increase in watercraft inspections at local checkpoints over the past five years, including over 26,000 inspections in 2024, with many of these boaters traveling from out of state, contributing to local tourism and economic development;

WHEREAS: Enhanced facilities at City Beach, including year-round boat launch access, would solidify Sandpoint as a premier destination for boaters, supporting local businesses and the broader community and modernizing the infrastructure at City Beach to strive to ensure it meets the needs of residents and visitors, while adapting to the environmental challenges posed by the Albeni Falls Dam defects;

WHEREAS: Proposed work would include dredging to improve water depth, extending the concrete apron to ensure functionality during low-water conditions, and the possible addition of a new dock for use by emergency watercraft while the lake is at winter pool level, with this project likely phased over two years, depending on preliminary cost estimates, where design and construction would begin in 2025 using initial awarded grant funds and continuing the following year with another WIF grant, for which the City would apply in January 2026; and

WHEREAS: Acceptance and use of any awarded grant funds will require a 5% local match from the City, which would be budgeted under the Parks Capital Improvement Fund in the next budget year, FY2026, as actual construction work would not be scheduled to begin until on/after October 1, 2025.

NOW, THEREFORE, BE IT RESOLVED THAT: City staff is hereby authorized to submit a grant application to the Idaho Department of Parks and Recreation Waterways Improvement Fund, seeking funding for improvements at the City Beach boat launch to enable year-round usability for recreational, as well as emergency and first responder, watercraft and to provide low-water moorage for Sheriff and Fire Department watercraft.

BE IT FURTHER RESOLVED THAT: The Mayor or his designee is hereby authorized to sign any and all documents necessary to apply for this funding.

Jeremy Grimm, Mayor

ATTEST:

Melissa Ward, City Clerk

REPLACED

No: 24-
Date: December 18, 2024

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: AUTHORIZING A GRANT APPLICATION TO THE IDAHO DEPARTMENT OF PARKS AND RECREATION RECREATIONAL VEHICLE (RV) FUND FOR IMPROVEMENTS TO THE RV PARK AT CITY BEACH

WHEREAS: The City's RV Park is a critical component of the City Beach area, providing overnight accommodation for those visiting Sandpoint in their RV, where they can easily access both the downtown area and City Beach;

WHEREAS: Located at the entrance to City Beach, the RV Park offers 21 seasonal sites and has generated between $79,000 and $109,000 annually in revenue for the Parks Capital Improvement Fund since it was acquired by the City in 2022, making it one of the most valuable contributing sources to this Fund, second only to moorage at the City Beach and Windbag marinas;

WHEREAS: Proposed improvements will address current deficiencies and enhance visitor experience, with planned upgrades to include the addition of restrooms, where currently there are none, enhancing accessibility to meet ADA standards, updated electrical systems, Wi-Fi service, improving the day-use parking area at the campground entrance, a full landscape plan, development and implementation of a way-finding plan, and the possible addition of sewer connections to RV sites;

WHEREAS: These types of enhanced facilities at City Beach will solidify Sandpoint as a premier destination for tourists, supporting local businesses and the broader community, and modernizing the infrastructure at City Beach to strive to ensure it continues to meet the needs of our residents and visitors;

WHEREAS: Depending on preliminary cost estimates, this project would likely be phased over two years, with design and construction beginning in 2025; and

WHEREAS: Acceptance and use of any awarded grant funds will require a 5% local match from the City, which would be budgeted under the Parks Capital Improvement Fund in the next budget year, FY2026, as actual construction work would not be scheduled to begin until on/after October 1, 2025.

NOW, THEREFORE, BE IT RESOLVED THAT: City staff is hereby authorized to submit a grant application to the Idaho Department of Parks and Recreation Waterways Improvement Fund, seeking funding for improvements at the City Beach boat launch to enable year-round usability for recreational, as well as emergency and first responder, watercraft and to provide low-water moorage for Sheriff and Fire Department watercraft.

BE IT FURTHER RESOLVED THAT: The Mayor or his designee is hereby authorized to sign any and all documents necessary to apply for this funding.

Jeremy Grimm, Mayor

ATTEST:

Melissa Ward, City Clerk

AGENDA REPORT

City Council Meeting

TODAY'S DATE: November 27

MEETING DATE: December 18th, 2024

TO: City of Sandpoint Mayor and City Council

FROM: Jason Welker, Planning & Community Development Director

SUBJECT: Implementation of in-lieu fees and parking demand analysis: 56 Bridge Street Hotel at City Beach

SUMMARY:

This report provides an update on discussions between the City Planning team and the Averill family representatives regarding their decision to pursue parking provisions outlined in Sandpoint City Code Sections 9-5-1 and 9-5-18 for the 56 Bridge Street Hotel project. These provisions allow for adjustments to the number of off-street parking spaces based on actual demand and through in-lieu payments.

BACKGROUND:

The Conditional Use Permit (CUP) approved for the 56 Bridge Street Hotel in June 2024 included plans for 240 off-street parking spaces, implemented through a valet system with three structured parking levels. This design was informed by Sandpoint City Code Section 9-5-15 and Planning & Zoning Commission deliberations. While parking overflow risks were discussed, the CUP approval did not include specific conditions related to parking nor were such conditions necessary to meet the findings for approval.

Recently, the developers opted to implement provisions allowed under Sandpoint City Code to adjust the parking approach, including a Parking Demand Analysis prepared by Kimley-Horn. The analysis projects peak parking demand for 141 spaces, considering multimodal transit availability, local context, and comparable resort usage patterns. Based on these findings, the project team proposed utilizing two levels of structured parking to provide 145 spaces.

STAFF ANALYSIS:

Sandpoint City Code (SCC) establishes requirements for parking in Chapter 9-5 of the zoning ordinance. The code associates land uses with a required number of parking spaces; any given land use is correlated to a specific number of required parking spaces. However, parking demand is not static—it is dynamic—and the code recognizes this by establishing exemptions, reduction allowances, overlapping usage considerations, and other mechanisms to align parking requirements with actual needs.

The code also allows additional parking to be required for any land use subject to a Conditional Use Permit (CUP). In such cases, the Planning Commission, as the approval body for CUPs, has the discretion to require additional parking to make findings that a given permit is approvable only with a condition to provide such additional parking (e.g., a church in a residential zone). However, this was not

the case with the CUP for the 56 Bridge Street Hotel. While parking considerations were part of the CUP discussions, they were not a determining factor in the findings of approval. Consequently, the entirety of the parking code remains available for use as the project progresses through the development process, which is now at the building permit stage.

Recognizing the financial impact of requiring property owners to set aside space for parking, the SCC provides pathways to reduce parking requirements, reflecting evolving industry standards, changes in transportation networks, and community goals for the built environment and economic development. In this instance, the developers are utilizing two key provisions of the code:

1. Parking Demand Analysis (SCC 9-5-1, E): This provision allows adjustments to minimum parking requirements based on a professionally prepared analysis demonstrating actual demands are less than the baseline code requirements. A study conducted by Kimley-Horn, registered civil engineers, projects peak parking demand for the hotel at 141 spaces—significantly lower than the original CUP plan for 240 spaces. The analysis accounts for multimodal transportation options, proximity to transit, and comparable properties, presenting a more realistic utilization of parking.
2. In-Lieu Parking Fees (SCC 9-5-18): This provision permits developers to reduce on-site parking by contributing financially to the City's Parking Improvement Fund, which is used to enhance public parking facilities. The developers propose a $400,000 in-lieu payment to account for 40 parking spaces, supporting urban form objectives such as dedicating more space to structures that contribute to the community.

These code provisions ensure flexibility in meeting parking requirements while balancing the operational needs of developments with long-term community goals. Discussions between City staff and the developers focused on how to "right-size" the parking for this project based on actual demands and the broader community benefits achieved through in-lieu contributions. This collaborative approach supports a shift in how parking needs are addressed, reflecting changes in industry practices, transportation systems, and local priorities.

The Kimley-Horn analysis highlights:

- Projected Demand: Peak parking demand is calculated at 141 spaces, accounting for multimodal transit options and reduced individual vehicle reliance.
- Comparative Analysis: Data from similar Averill Hospitality properties in Whitefish, MT, supports the projected demand.
- Multimodal Accessibility: The hotel's proximity to the Amtrak station, local trails, and the free SPOT bus network contributes to reduced parking needs.

By utilizing these provisions, the project aligns with the SCC's flexibility and adaptability while contributing to the community's goals for economic development and sustainable urban design.

RELEVANT SANDPOINT CITY CODE:

- **9-5-1, E Parking Demand Analysis:** Allows adjustments to parking requirements upon completion of a professionally prepared Parking Demand Analysis.
- **9-5-18, In-Lieu Parking Fees:** Permits businesses to reduce on-site parking through financial contributions to a City fund for parking improvements.

STAFF DECISION:

City staff, in collaboration with the developers, has agreed to implement the following provisions:

1. **Parking Demand Analysis (SCC 9-5-1, E):** The required parking is adjusted administratively to 145 spaces based on the Kimley-Horn analysis.

2. **In-Lieu Payment (SCC 9-5-18):** The developers will contribute $400,000 to the City's Parking Improvement Fund, representing 40 spaces.

STAFF RECOMMENDATION:

While these adjustments can be approved administratively without reopening the CUP hearing, staff are providing this update to ensure public awareness and offer Council an opportunity to ask questions. Staff intend to:

1. Approve the adjustment to 145 parking spaces administratively, as allowed by SCC 9-5-1 and 9-5-18.
2. Collect the $400,000 in-lieu payment for public parking improvements.
3. Allocate these funds to enhance adjacent public parking facilities.

The Planning team supports this approach as it aligns with City Code, provides for the operational needs of the hotel, and advances the City's parking and urban development goals.

ACTION:

No action required.

- **Will there be any financial impact?** Yes (developers will pay $400,000 into the City's Parking Improvement Fund).
- **Has this item been budgeted?** No.

ATTACHMENTS:

- Kimley-Horn Parking Demand Analysis (November 6, 2024)
- Original CUP Staff Report: June 12th P&Z meeting & public hearing on 56 Bridge Street Hotel

PLANNING AND ZONING COMMISSION MEETING AGENDA

June 18, 2024 at 5:30 PM

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

Call to Order

Roll Call

Pledge of Allegiance

Announcements

Meeting Minutes Approval

1. Approval of Minutes from May 21, 2024, Meeting - ***action item***

Public Hearing

2. Public Hearing and Decision on City Application #PCUP24-0001, a request by Bitterroot Plumbing for approval of a Conditional Use Permit (CUP) for a contractor's yard at 1201 Baldy Mountain Rd. - ***action item***
3. Public Hearing and Decision on a request from Oz Architecture on behalf of Averill Hospitality, seeking approval of application #PCUP23-0004 - Conditional Use Permit (CUP) for a 296,250 sq ft hotel/resort - ***action item***
4. Public Hearing and Decision on request for variance from City Code 9-2-1-4, which requires construction of buildings to the property line along the primary frontage of the parcel - ***action item***

Commissioner Roundtable

Adjourn

PLANNING AND ZONING COMMISSION MEETING MINUTES

May 21, 2024 at 5:30 PM

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

Call to Order

The meeting was called to order by Chairman John Hastings at 5:30pm on Tuesday, May 21, 2024.

Roll Call

PRESENT
Commissioner Grant Simmons
Commissioner Ivan Rimar
Commissioner John Hastings
Commissioner Mose Dunkel
Commissioner Scott Torpie
Commissioner Wayne Benner

ABSENT
Commissioner Amelia Boyd

Pledge of Allegiance

Chairman Hastings led all present in the Pledge of Allegiance.

Announcements

Commissioner Benner reported that it is his understanding that City Council members will forward to City staff their proposed amendments to the draft Comprehensive Plan, then those proposed amendments would be forwarded to the Planning and Zoning Commission prior to the City Council public hearing for adoption, planned for the month of June.

Meeting Minutes Approval

1. Approval of Minutes from Sandpoint Planning and Zoning Commission March 5, 2024, Meeting - ***action item***

   The minutes from the Commission's March 5, 2024, meeting were approved as presented.

   Motion made by Commissioner Benner, Seconded by Commissioner Dunkel.
   Voting Yea: Commissioner Simmons, Commissioner Rimar, Commissioner Hastings, Commissioner Dunkel, Commissioner Torpie, Commissioner Benner

Commissioner Roundtable

Commissioners discussed the status of the scheduling of future work sessions to continue review of the draft updated Comprehensive Plan and regulation of short term rentals, parking space requirements, and the status of the City's short term rental waiting list. They also had a discussion regarding current City staffing assigned to land use applications, with Interim City Planner Daren Fluke providing information regarding the status of current pending applications and projects. Civil Engineer Brandon Staglund also provided information for the Commission regarding a future development near Lincoln Ave. and Main St.

Adjourn

The meeting was adjourned at 6:00 p.m.

I presided over this meeting and can confirm that these minutes, prepared by the Commission Clerk, were approved by the Sandpoint Planning and Zoning Commission on _____, 2024.

_____ Attest: _____
John Hastings, Chair Kelly Christensen, Commission Clerk

DRAFT

Staff Report

To: Planning & Zoning Commission
Prepared by: Daren Fluke, Interim City Planner
Report: June 12, 2024
Meeting: June 18, 2024
Item: PCUP24-0001 – Conditional Use Permit for a Contractor's Yard for Bitterroot Plumbing

All materials related to this request are viewable at https://www.sandpointidaho.gov/currentprojects

I. Introduction

Bitterroot Plumbing/Michael Jamison is requesting approval of a conditional use permit for a contractor's yard. The application includes a request to demolish an existing single-family dwelling and replace it with 2,120 sf shop/office and including parking and a fenced outdoor storage area. The subject property is located at 1201 Baldy Mountain Rod and is developed with a single-family dwelling. The site is approximately .26 acres and is zoned Industrial Business Park (IBP). Sandpoint City Code §9-3-3- Table 1 lists a contractor's yard as an allowed land use subject to approval of a conditional use permit.

Conditional use permits are considered and decided by the Planning and Zoning Commission, following public testimony and deliberation pursuant to Sandpoint City Code §9-9-1.

Figure 1- Site Location

II. Request

The applicant is requesting a conditional use permit to allow the Single-Family home to be demolished and build a Plumbing shop and business.

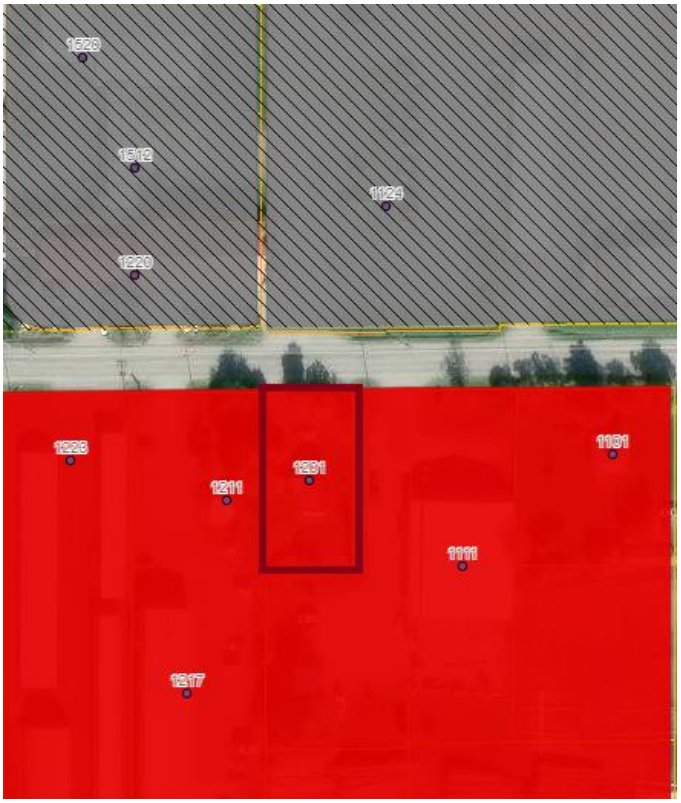


Figure 3 - Site Zoning

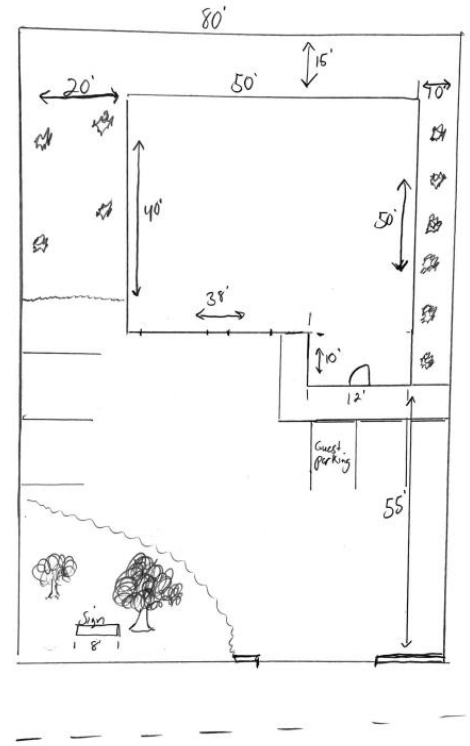


Figure 2 - Proposed Aerial Site Plan

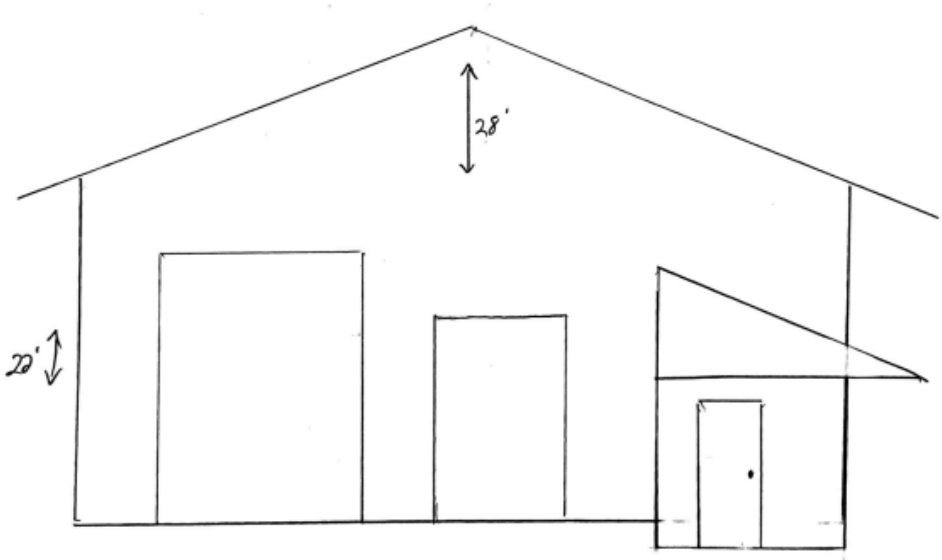


Figure 4 - Proposed Site Plan

III. Application Timeline and Notification

5/22/2024	Application Received
5/29/2024	Application Complete
5/20/2024	Hearing Notice Published and Notice of Application sent to Agencies and Property owners within 300 Feet
5/20/2024	Hearing Notice Sign Posted
6/4/2024	Public Comment Period Ends
6/18/2024	Planning and Zoning Commission Public Hearing

REVIEWING DEPARTMENTS & AGENCIES:				
City of Sandpoint	**Local Agencies & Districts**	**State & Federal**	**Bonner County**	**Other**
☒ **Building** ☒ **Fire Marshall** ☒ **Planning** ☒ **Operations**	☒**Pend Oreille School District** ☒**Panhandle Health District**	☒ **ID Dept. Lands** ☒ **Environmental Quality** ☒ **ID Transportation Dept. (ITD)** ☒ **USACE**	☒**Sandpoint Airport** ☒**Treasurer** ☒**GIS** ☒**Commission**	☒ **Avista Utilities** ☒ **BNSF Railroad**
X = Request for review/comments sent to department or agency.				

Consideration of written comments. At the time of this report draft, the city has received no agency responses and no citizen comments. Any additional comments received will be forwarded to the Commission.

IV. Applicable Law & Findings of Fact

This application is subject to review and compliance/consistency with the following:

A. City Code, Title 9, Chapter 9 – Zoning Administration

Notice of the request and public hearing date was provided as detailed above.

§9-9-6 provides specific procedures and requirements associated with a CUP, including a requirement that a CUP shall not be granted or denied unless the Planning and Zoning Commission makes specific findings of fact based directly on the particular evidence presented to it as to whether the standards and conditions identified in the code have been

met by the applicant. Section 9-9-6-A.3 requires the affirmative finding of the following nine (9) criteria prior to the granting of a CUP.

The applicant narrative has been provided and staff's analysis of the nine criteria are **bolded** below.

1. Will, in fact, constitute a conditional use as established on the official schedule of regulations for the zoning district involved. **Complies**
2. 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. **See Comprehensive Plan compliance review below.**
3. 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. **The request is to demolish the existing Single-Family Home to build a shop, office, and storage yard for a plumbing business. The proposed use is appropriate with the intended character of the general vicinity.**
4. Will not be hazardous or disturbing to existing neighbouring uses. **The business operates weekdays from 7:00am-6:00pm and currently employs six employees. The business receives one shipment per day on average and experiences very little visitation from the general public. The property is surrounded by similar or more intensive land uses and the operation of this facility is not expected to disrupt neighbouring uses.**
5. 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. **The property is within the city limits and is served adequately with essential services and public utilities. Removal and replacement of a single-family dwelling with a contractor's yard will not put additional burden on the city's infrastructure.**
6. 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. **As a plumbing shop, this will not have significant impact on public services and utilities.**
7. 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. **Operations do not include prefabrication or plumbing. The property will be used solely for a shop, storage, and office and will not be detrimental to surrounding land uses.**
8. Will have vehicular approaches to the property which shall be designed so as not to create an interference with traffic on surrounding public roads. **Baldy Mountain Road is classified as a minor arterial and has sufficient capacity to**

accommodate the limited number of trips generated by this land use. See parking and loading comments below.

9. Will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance. **The proposed site is surrounded by similar or more intensive light to heavy industrial uses and will not have impacts on natural, scenic, or historic features of any importance.**

B. City Code, Title 9, Chapter 3 – Industrial Zoning Districts

A contractor's yard & shop is allowed through a conditional use permit.

Table 2 regulates Industrial Zones development standards. Within the IBP zone, the following is required:

1. Lot coverage must not exceed 75% of lot area. **Complies.**

2. Minimum width/frontage and depth shall be 60 feet. **Complies.**

3. Landscaping shall be 15 feet wide along any frontage abutting roadways and adjacent to residential zoning districts. **Conditions of approval require compliance.**

4. Landscaping shall be 5 feet along elevations facing a roadway or providing the primary entry to a tenant space; 5 feet in other areas where parking or a drive aisle is adjacent to a building; 0 feet in loading or service areas not visible from a roadway. **Complies.**

5. Minimum front setback is feet. **Complies.**

6. Minimum setbacks for interior side and rear yard is 5 feet. **Complies.**

7. Minimum setbacks adjacent to residential zoning districts shall be 25 feet plus 1 foot setback for each 1 foot of building height over 35 feet. **N/A.**

8. Minimum setbacks for the rear yard abutting roadway shall be 15 feet. **N/A.**

9. Maximum building footprint for retail, commercial or office use shall not exceed 25,000 SF without a Conditional Use Permit. **N/A.**

10. Building height must not exceed 45 feet. **Complies.**

C. City Code, Title 9, Chapter 5 – Off Street Parking and Loading Facilities

The parking requirement for a plumbing business in the Industrial Business Zone is 1 parking spot for each 1,000 SF of floor area. The proposed application would require 3 spaces and 5 are shown on the site plan, exceeding the minimum required.

D. City Code, Title 8 – Building and Fire Regulations
The building and fire access will be fully reviewed during the building permit process.

E. City Code, Title 7 – Public Ways and Property
A single commercial driveway approach, meeting city standards, will be allowed to serve the building from Baldy Mountain Road. There are two existing driveway approaches to the current lot, which do not meet city approach spacing standards for Baldy Mountain Road, which is designated as an arterial.

The existing single-family house is served with an existing water service (¾" meter) and sewer service. The existing service lines can be re-used for the proposed building after verification that they meet city standards.

At the time of building permit, applicant will be required to pay a sidewalk in-lieu fee, meeting the rate on the current fee schedule, instead of constructing sidewalk as required by 7-3-10.

F. City Code, Title 11 – Development Regulations
A stormwater management plan meeting Title 11, Chapter 3, will be required at the time of building permit.

G. City of Sandpoint Comprehensive Plan
Future land use map designates the property as Context Area 4 (CA-4) that generally suggests higher density development. However, the underlying zoning is industrial, and the proposed project is listed as permitted through a conditional use permit. While not fully consistent with the future land use map, the proposal complies with other provisions of the comprehensive plan, particularly those pertaining to economic development and employment opportunities, and it is consistent with the zoning code and surrounding land uses.

V. Draft Conditions of Approval

Per City Code §9-9-6, the Planning and Zoning Commission may impose conditions to ensure compliance with the provisions of the zoning ordinance and necessary to meet the nine (9) CUP criteria and Building Code requirements.

1. Prior to issuance of a building permit, the applicant shall submit a landscape plan consistent with S.C.C.§9-3-4, specifically including a 15’ landscape area abutting Baldy Mountain Road.
2. Applicant shall submit site plans consistent with development requirements laid out in S.C.C.§9-3-4.
3. A single commercial driveway approach, meeting city standards, will be allowed to serve the building from Baldy Mountain Road. All other existing driveway approaches to the property shall be removed as part of the building permit.
4. All parking areas shall comply with the design and dimensional standards of Sandpoint City Code §9-5 and shall be hard surfaced.

5. At the time of building permit, applicant will be required to pay a sidewalk in-lieu fee, meeting the rate on the current fee schedule, instead of constructing sidewalk as required by 7-3-10.
6. A stormwater management plan meeting city code 11-3 shall be submitted at the time of building permit.

VI. Action

If Approving:

"I move the Sandpoint Planning & Zoning Commission, after consideration of the criteria and relevant standards of Idaho Code and Sandpoint City Code, **APPROVE** the request by Michael Jamison for a Conditional Use Permit to allow the demolition of a single-family dwelling and build a contractor's yard, shop, and office, parking, and landscaping for Bitterroot Plumbing at 1201 Baldy Mountain Rd subject to the conditions of approval in the staff report. The Commission finds that:

1) This motion is based on the analysis and facts contained within the staff report, information presented at the hearing, and the finding that the application is in compliance with the nine criteria for Conditional Use Permits as outlined in Sandpoint City Code §9-9-6 A.3.h and subject to conditions of approval as detailed in the staff report.
2) Staff has followed the notice procedures applicable to Conditional Use Permits contained in Idaho Code 67-6512 and Sandpoint *City Code* Title 9, Chapter 9.

If Denying:

"I move the Sandpoint Planning Commission, after consideration of the criteria and relevant standards of Idaho Code and Sandpoint City Code, **DENY** the request by the request by Michael Jamison for a Conditional Use Permit to allow the demolition of a Single-Family home and build a Plumbing shop & business at 1201 Baldy Mountain Rd. Based on evidence, records, and testimony, the reasons for denying this request are:

1) The application is not in compliance with the nine criteria for Conditional Use Permits as outlined in Sandpoint City Code §9-9-6.A.3.h, specifically,

_____

_____

X. Attachments

The attachments for this staff report can be found on the City website here:
https://www.sandpointidaho.gov/currentprojects

Staff Report

To: Planning & Zoning Commission

Prepared by: Daren Fluke, Interim City Planner

Report: May 29, 2024

Hearing: June 18, 2024

Item: Public Hearing on PCUP23-0004: a Conditional Use request for a 296,250 SF hotel/resort and PVAR24-0001, a variance to exceed the 0' maximum front setback in the CA zone.

I. Introduction

Oz Architecture on behalf of Averill Hospitality, is seeking approval of two applications, a Conditional Use Permit for a 296,250 sq ft hotel/resort and a Variance to allow for a greater front setback than allowed by City Code 9-2-1-4, which requires construction of buildings in the CA zone to be built up to the property line (a 0' maximum setback) along the primary frontage of the parcel.

The site is comprised of two parcels (RPS00000233921A & RPS00000233931A) totaling 3.36 acres and is located at 56 Bridge Street. The property is zoned Commercial A (CA) and currently operates as the Best Western Edgewater Resort which will be demolished to accommodate the new facility.

The CA zone requires a conditional use permit for buildings with a footprint over 15,000 square feet.

Conditional use permits and variance requests are considered and decided by the Planning and Zoning Commission, following public testimony and deliberation pursuant to Sandpoint City Code §9-9-1.

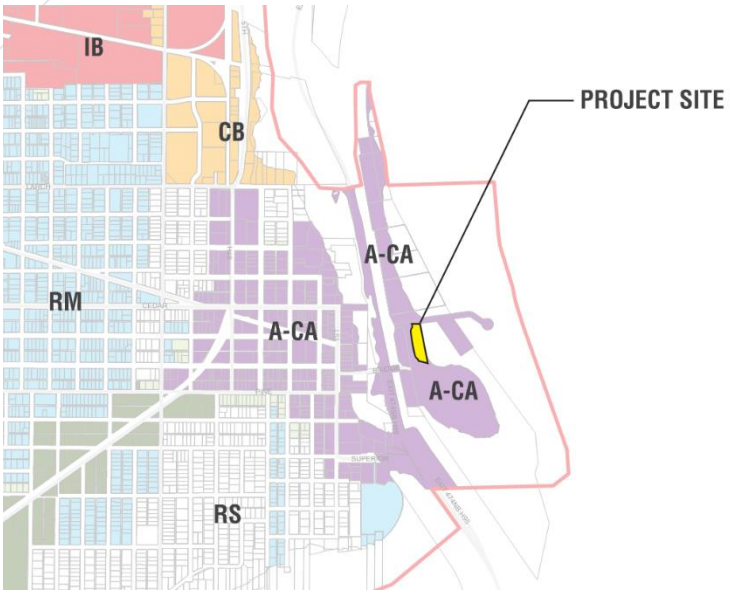


Figure 1 Vicinity & Zoning Map

II. Requests

The conditional use permit application is for a 296,250 sq ft hotel/resort including 181 guest rooms, a 4,600 sq ft restaurant, 14,262 sq ft of event space, a second 1,391 sq ft standalone restaurant, and 240 structured parking spaces, and proposed guest amenities, such as fitness/wellness areas, a pool, recreational equipment rental, and curated retail.

Proposed Site Plan

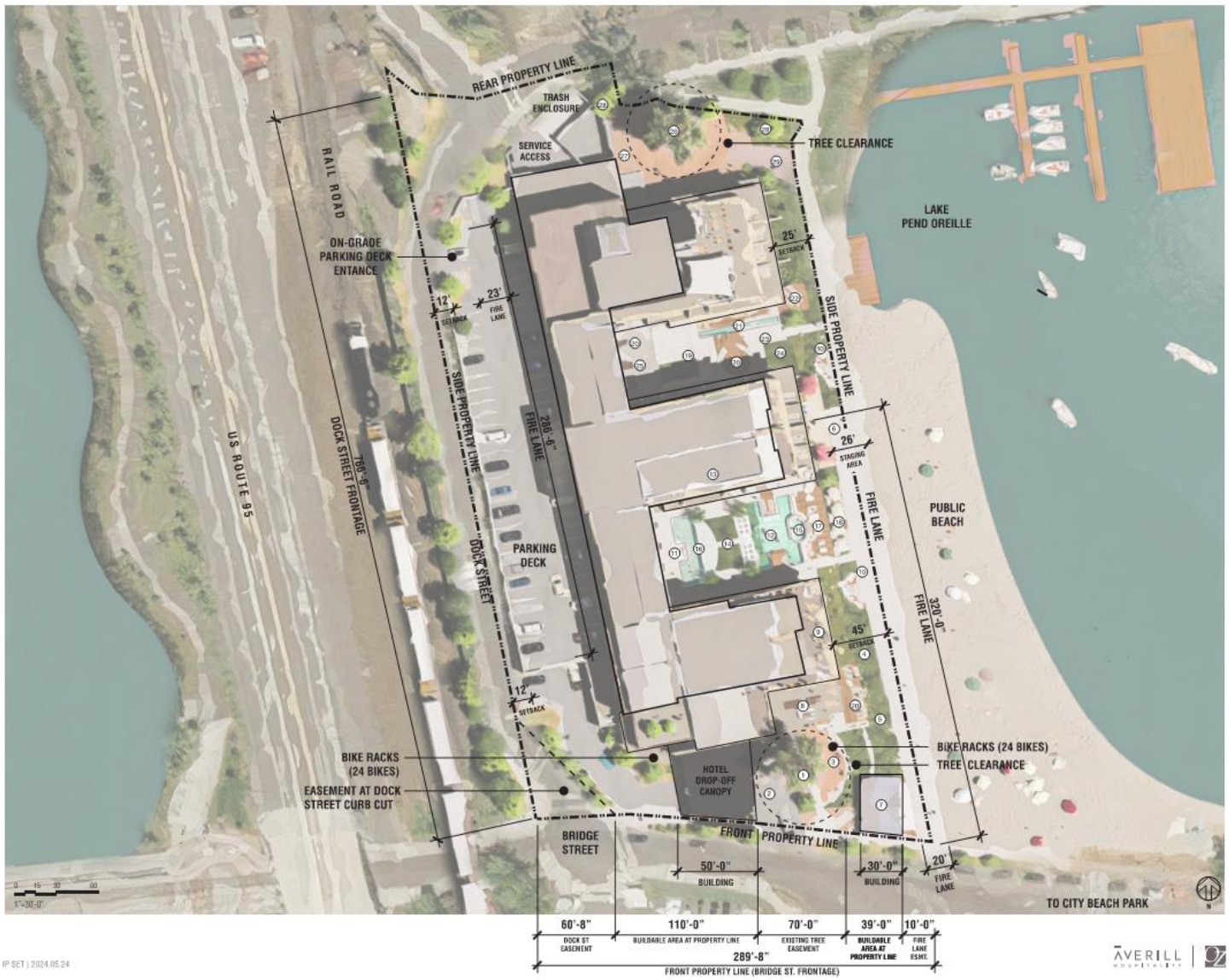


Figure 2 Site Plan

Variance

The variance request pertains to City Code 9-2-1-4, which requires construction of buildings to the property line along the primary frontage of the parcel. The applicant requests civic and drop-off space within an area approximately 40 ft - 110 ft between the primary building and the property line.

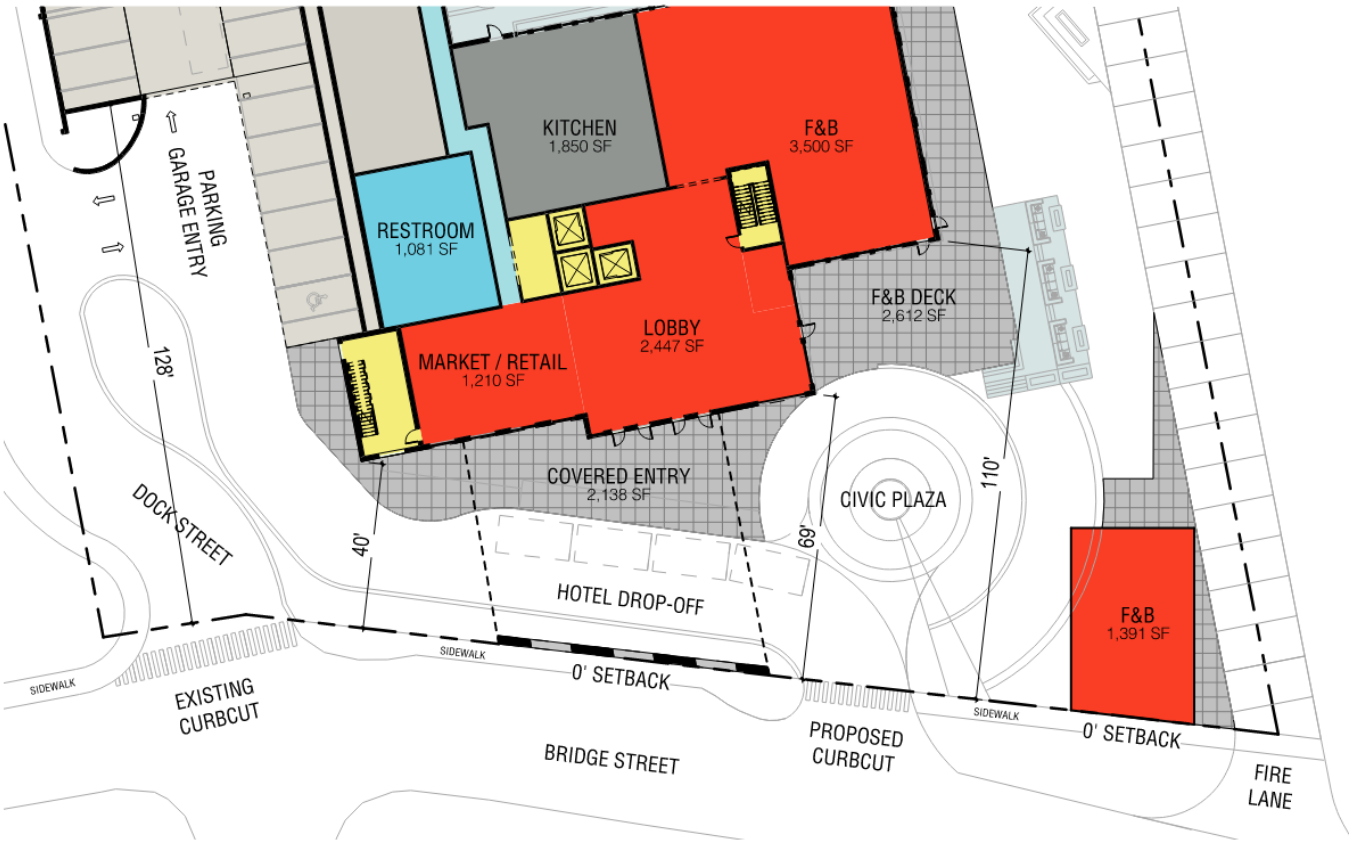


Figure 3 Variance Request Detail

Building Elevations

Figure 4 East Elevation

Figure 5 West Elevation

Building Perspectives

Figure 6 Southwest Perspective

Figure 7 Southeast Perspective

III. Application Timeline and Notification

4/4/2023	Pre-application Meeting
11/07/2023	Application Received
11/14/2024	Additional Information Requested
5/20/2024	Application Complete
5/21/2024	Hearing Notice Published and Notice of Application sent to Agencies and Property owners within 300 Feet
5/21/2024	Hearing Notice Sign Posted
6/18/2024	Planning and Zoning Commission Public Hearing

REVIEWING DEPARTMENTS & AGENCIES:				
City of Sandpoint	**Local Agencies & Districts**	**State & Federal**	**Bonner County**	**Other**
☒ **Building** ☒ **Fire Dept.** ☒ **Planning** ☒ **City Engineer** ☒ **Operations**	☒ **Independent Highway District** ☒ **Pend Oreille School District** ☒ **Panhandle Health District** ☒ **City of Dover** ☒ **City of Ponderay**	☒ **ID Dept. Lands** ☒ **Environmental Quality** ☒ **ID Transportation Dept. (ITD)** ☒ **USACE** ☒ **ID Water Resources** ☒ **ID F&G**	☒ **Surveyor** ☒ **Sandpoint Airport** ☒ **Planning** ☒ **BC EMS** ☒ **Commission**	☒ **Avista Utilities** ☒ **Northern Lights** ☒ **Various Utility/Service Providers** ☒ **BNSF Railroad**
X = Request for review/comments sent to department or agency.				

Consideration of written comments. At the time of this report, the city has received three (3) agency responses and one (1) response from a property owner in the area. All comments received before the hearing will be forwarded to the Commission and added to the application website.

Commenter	Agency/ Position	Issue
Gwen Victorson	Idaho Dept. of Lands	Encroachment into the Annual High Water Mean of 2062.5’
Ryan Luttmann	Independent Highway Dist.	Notes the need for a TIS and the prohibition of left turns from Bridge St. to First Ave.
Kristie May	Idaho Dept. of Environmental Quality	No environmental impact comments
John Haslam	ORJM Properties	Asks who owns and maintains Dock St. to the west of the development

IV. Applicable Law & Findings of Fact

This application is subject to review and compliance/consistency with the following:

A. **City Code, Title 9, Chapter 9 - Zoning Administration**
Notice of the request and public hearing date was provided as detailed above.

§9-9-6 provides specific procedures and requirements associated with a CUP, including a requirement that a CUP shall not be granted or denied unless the Planning and Zoning Commission makes specific findings of fact based directly on the particular evidence presented to it as to whether the standards and conditions identified in the code have been met by the applicant. Section 9-9-6-A.3 requires the affirmative finding of the following nine (9) criteria prior to the granting of a CUP.

It is noted that §9-9-6-7 states: "*Commencement Of Work: The proposed work shall commence within one year following the date of Planning Commission or City Council approval of the conditional use permit and shall be diligently pursued or said approval and permit shall be rendered automatically null, void and of no right or recourse."*
It is the applicant's stated intent to begin detailed design on the construction plans, specifications, and cost estimates once the CUP is approved. Given the size and complexity of the facility, one year is an aggressive but achievable timeline for detailed design. It is the applicant's intent to continue to operate the existing facility until the close of the 2025 summer season (approximately September 1, 2025), at which time demolition would begin. It is acknowledged that work on the detailed design and construction plans constitutes 'work' in the meaning of §9-9-6-7 and a condition of approval has been included requiring the issuance of a demolition permit within two (2) years of the Commission's decision.

The applicant narrative has been provided with the application materials and staff's analysis of the nine criteria are **bolded** below.

1) Will, in fact, constitute a conditional use as established on the official schedule of regulations for the zoning district involved.
Section 9-2-1-3 lists Hotels, hostels, lodges, and motels as an allowed land use in the CA zone. In addition, Section 9-2-1-7requires that buildings with a footprint of 15,000sf be subject to a conditional use permit process. The proposed building footprint in approximately 65,685sf and requires the approval of a conditional use permit.

2) 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.
See Comprehensive Plan and code compliance review below.

3) 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.

§9-2-1-1 establishes the purpose for the commercial zones and states: "The purpose of these zones is to foster and strengthen economic vitality in Sandpoint's commercial areas while respecting and enhancing the special character of the existing development in the downtown core area. The downtown is a compact assembly of storefront buildings, short walkable

blocks, mixed uses, pedestrian amenities, and consolidated on and off-street parking. The community's commercial character is especially vulnerable to intrusion from incompatible uses and physical development practices which are inconsistent with the historical fabric. The purpose of these zones is to establish requirements for building and site design for new development and for the significant modification of existing developments within the commercial areas. The city's downtown, designated as commercial A is so important and significant to the city, that it justifies a special set of regulations designed to protect and enhance its character in light of new development."

The property is located in the Commercial A zoning district but is unique in both its site and situation within the CA zone. The building site has been developed with a hotel for many years and is situated on the lakefront, adjoining perhaps the most significant and well-loved community gathering place, City Beach. In addition, the site has been identified as adjacent to a significant view corridor from the town center to the lake. The proposed land use is the same as the current land use, although significantly larger in all respects. The design generally shows respect for the surrounding land uses and it is anticipated that the conditions of approval and significant investment in a development of this magnitude will act in concert to ensure that the facility will be constructed, operated, and maintained in harmony with character of the area.

4) Will not be hazardous or disturbing to existing neighboring uses.
The proposed hotel replaces a longtime hotel with a larger and more active hotel, but it is not anticipated that the facility operated in compliance with city regulations will be hazardous or disturbing to the existing residential uses to the north, the recreational uses to the south, nor the commercial uses in the downtown core west of the railroad tracks and Sand Creek.

5) 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.
The site is served by existing City of Sandpoint water and sewer, with capacity to serve the proposed land use. The number of projected vehicle trips anticipated through the submitted Traffic Generation and Distribution Letter requires a full traffic impact study (TIS), which is pending, and will determine needed off-site improvements to the broader transportation system. The conditions of approval require that needed upgrades will be enforced at the building permit stage and constructed prior to the issuance of a certificate of occupancy.

Fire protection is an essential public service, and the facility will require Fire Department access to the west side of the building in accordance with fire code regulations. In addition, a 20' fire access road extending from the south property line (Bridge St) to a point approximately 320' to the north, approximately coincident with the centerline of the middle lobe of the proposed building. The applicant proposes to utilize the existing 10' public sidewalk plus an additional 10' on the applicant's property to provide this access. Due to the structural section of the pavement required to support a fire apparatus, the applicant further proposes to remove and replace with existing public sidewalk with a textured concrete resembling a boardwalk pattern (expansion joints running perpendicular to the north/south orientation of the sidewalk/access road).

This constitutes an acceptable use of the public realm provided that the facility creates a seam between the public and private realms where the public feels welcome and

comfortable using the facility for non-motorized, north/south movement between Bridge St., the public beach, and the Windbag Marina. To that end, the conditions of approval require:

- **The entire length of the 20' facility remains open and available to the general public at all times for non-motorized use.**
- **The applicant further provides a 20' wide concrete path matching the textured boardwalk pattern from the north terminus of the fire lane to the north property line of the applicant's parcel.**
- **The applicant shall construct an appropriate transition, matching grade and width and being ADA accessible to the existing pathways providing access to the marina and that remain open and available to the general public at all times.**

6) 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.
The proposed land use does not create excessive additional requirements of public services and is anticipated to have a positive economic impact on the community through the generation of property, local option, and sales taxes as well providing employment opportunities in addition to paying the required impact fees assessed at the building permit stage of development.

7) 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.
The hotel, conference facilities, and publicly available food and beverage offerings are more intensive than those offered by the current hotel and will generate more vehicle trips. However, the project will be required to make off-site improvements to broader transportation system as identified in the required traffic impact study. The nature of the proposed uses is not anticipated to be detrimental to other land uses in the vicinity of the site.

8) Will have vehicular approaches to the property which shall be designed so as not to create an interference with traffic on surrounding public roads.
The property has access and frontage on the existing Bridge Street right of way and proposes a single driveway to Bridge with additional access and circulation provided by Dock Street. The required traffic impact study will determine any needed on or off-site improvements.

There is some ambiguity regarding the current ownership of the Bridge Street travel lanes and sidewalks. The conditions of approval require that the applicant quitclaim any private interest in Bridge St. to the City of Sandpoint and build or rebuild curb, gutter, and sidewalk along the entire 290' of Bridge Street frontage.

9) Will not result in the destruction, loss, or damage of a natural, scenic or historic feature of major importance.
The proposed facility is a larger and more significant presence on the site than has previously existed. However, there is nothing inherent to the proposed design that would result in the destruction, loss, or damage of natural, scenic, or historic features.

B. **City Code, Title 9, Chapter 2 - Commercial Zoning Districts and Title 9, Chapter 5- Off-Street Parking and Loading**
Section 9-2-1 has development standards for the Commercial A zone that includes a requirement for

structured parking when the building height exceeds 35' and other design standards for the building and site. Due to the building size, there are additional code requirements in Section 9-2-1-7. Many of the requirements will be evaluated at the building permit stage when more detailed drawings are provided.

PROPOSED PARKING BY LEVEL

LEVEL 2	70
LEVEL 1	76
LEVEL P1	94
TOTAL	240 SPACES

PARKING REQUIREMENTS

USE	MULTIPLYER	REQUIRED PARKING	PROPOSED PARKING
GUEST ROOMS: 181 KEYS	(1/KEY)	181	181
F&B: 4,600 SF	(1/300 SF)	16	16
EVENT SPACE: 8,262 SF	(1/350 SF)	24	24
EVENT DECK: 6,000 SF	(1/350 SF)	18	18
OUTDOOR F&B: 1,391 SF	(1/300 SF)	5	1*
SUB-TOTAL		244*	240
TOTAL		240	240

Table 1 Applicant's Parking Calculation

The minimum parking requirements as calculated by the applicant are located on page 20 of the application re-submittal set and are shown in Table 1. The applicant is proposing a three-level parking structure, two levels below grade with the top deck exposed on the west (Dock St.) side of the building (see Figure 8).

To achieve the minimum 240 spaces required by the code, the applicant is proposing that ALL parking be valet parking so that the drive aisles can be one-way and additional parking can be provided directly behind and perpendicular to the regular 90 deg. parking spaces (see Figure 9). This is a novel method of achieving the parking minimum and not one that is contemplated by Chapter 9-5 regulating the amount and design of parking lots which require spaces to be 19' in depth with 23' drive aisles.

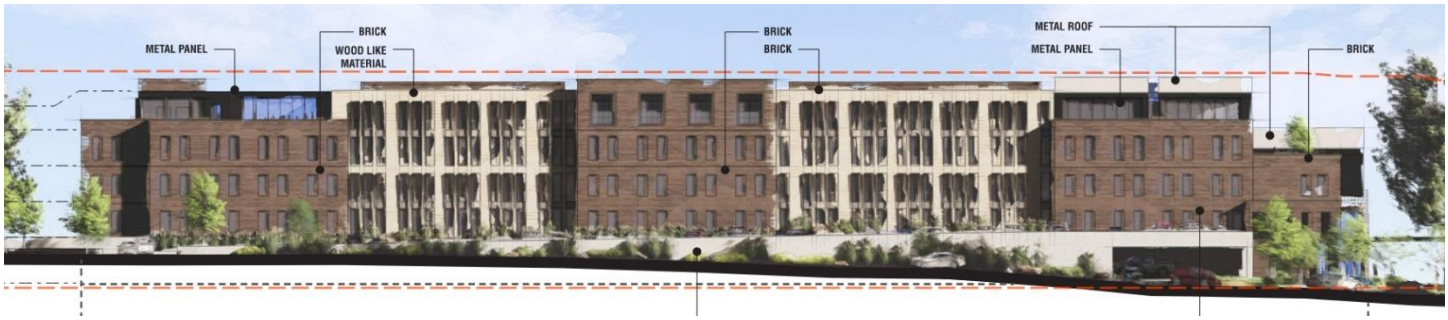


Figure 8 West Elevation/Parking Structure

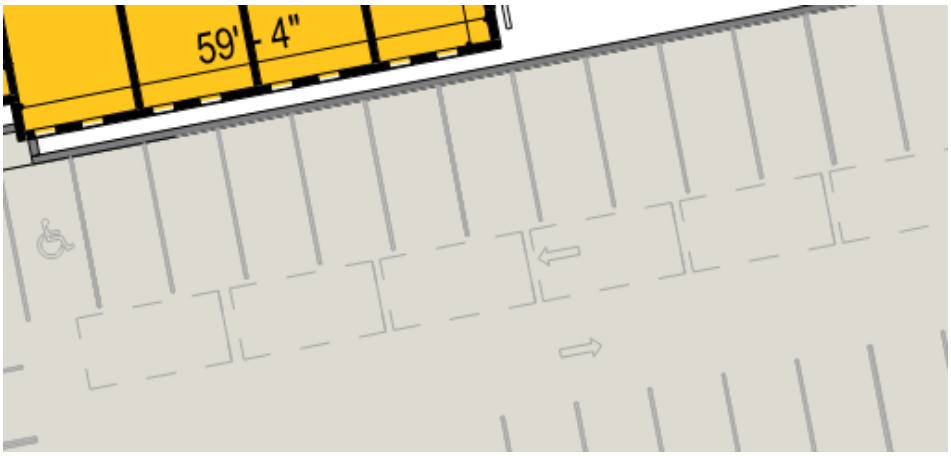


Figure 9 Detail of Proposed Parking Configuration

Table 2 below provides a preliminary review of Title 9, Chapters 2 and 5, with those items noted as TBD that will receive closer evaluation at the building permit phase. From the materials submitted, it appears that the development will be able to meet all requirements.

Code Section	Code Requirement	Code Compliant	Staff Review
9-2-1-4	Setbacks - zero max – 10' with civic space or 25' with civic space through the CU process	No	Civic space is provided and includes the preservation of an existing tree. See the variance discussion below.
9-2-1-5	Height – 65' when 50% of the building footprint is developed with structured parking.	Yes	Proposed building height is 62' and structured parking is provided.
§9-2-1-6 Building Design Standards			
9-2-1-6-A	Building size, bulk, scale, mass	Yes	Generally consistent with the Seasons buildings to the north and with the downtown core given the difference in elevation between downtown and property
9-2-1-6-B-1	Primary frontage entrance	Yes	Entrances on Bridge St.
9-2-1-6-B-2	corner entrance	NA	
9-2-1-6-B-3	Secondary entrance	Yes	Secondary entrances shown and pedestrian access provided
9-2-1-6-B-4	off street parking- not between building and street	Yes	Parking to the rear/west side of the building
9-2-1-6-B-5	At least 50% of width of lot occupied by building at front setback	No	See variance discussion below.
9-2-1-6-B-6	Accessibility	TBD	To be reviewed under building code requirements
9-2-1-6-B-7	Surface parking divided into areas not exceeding 30 spaces	TBD	Parking is structured but the uppermost Level 2 deck should include potted landscape materials. To be verified at building permit stage.
9-2-1-6-C-1	Storefront design windows consistent spacing/ trim	TBD	Application narrative complies, to be verified at the building permit stage
9-2-1-6-C-2	Ground floor display windows-framed between first and second floor	TBD	Application narrative complies, to be verified at the building permit stage
9-2-1-6-C-3	Cornice/Eaves	TBD	Application narrative complies, to be verified at the building permit stage
9-2-1-6-C-4	Ground floor differentiation	TBD	Application narrative complies, to be verified at the building permit stage
9-2-1-6-C-5	Facades greater than 50 feet have recesses and projections of 4' along 20%. Window awnings, arches or columns at least 60%	TBD	Application narrative complies, to be verified at the building permit stage
9-2-1-6-C-6	Sand creek abutting	NA	Does not abut
9-2-1-6-D-1	Building materials -stone, brick or finished wood	TBD	Application narrative complies, to be verified at the building permit stage
9-2-1-6-D-2	No reflective material	TBD	Application narrative complies, to be verified at the building permit stage
9-2-1-6-D-3	Clear storefront glass	TBD	Application narrative complies, to be verified at the building permit stage
9-2-1-6-D-4	Four-sided architecture	TBD	All four sides shown; same materials and wall recesses provided
9-2-1-6-D-5	No unfinished concrete, block, corrugated metal, monotonous walls	TBD	Application narrative complies, to be verified at the building permit stage
9-2-1-6-E	civic spaces provided for 10-foot setback - plaza, sitting space, awnings over sidewalk, public art approved.	TBD	Plaza spaces are proposed at the north and south ends of the property, will include seating and preservation of existing trees. Conditions of approval require additional detail with the landscape plan.

§9-2-1-7 Commercial Districts - CA			
9-2-1-7-A	Circulation amenities - safe landscaped multimodal circulation - every 2500 square feet of structure footprint	TBD	65,685sf footprint = 27 required amenities. Provision of the public amenities associated with site development will be reviewed and approved in conjunction with the landscape plan and building permit application.
9-2-1-7-B	Four-sided architecture	TBD	Application narrative complies, to be verified at the building permit stage
9-2-1-7-C	Roof design with multiple planes to break up scale	TBD	Application narrative complies, to be verified at the building permit stage
9-2-1-7-D	Design to promote multi-modal connection to streets. Min 8 feet between parking and non-motorized. Entrances setback	Yes	See discussion of dual use of the emergency fire lane and public sidewalk above.
9-2-1-7-E	Adaptability for multi-tenant use	NA	
9-2-1-7-F	Renewal Plan	Yes	Required by the conditions of approval
9-2-1-8-A	No parking along primary frontage	YES	Structured parking, one level exposed, on west side of the building.
9-2-1-8-B	Trash and loading - away from pedestrian areas	Yes	Screened and located at the north end of the property
9-2-1-SA	Parking behind building	Yes	Structure parking on the west side
9-2-1-SB	Trash and Loading off-street	Yes	Located to north of the building
§9-5 Off-street parking			
9-5-8	Lighting	TBD	Application narrative complies, to be verified at the building permit stage
9-5-9	Wheel Blocks	TBD	To be reviewed at building permit phase
9-5-10	Signs	TBD	To be reviewed at building permit phase
9-5-11	Striping	TBD	To be reviewed at building permit phase
9-5-12	Landscaping- 10% minimum	TBD	Not applicable to structure parking but the required landscape plan shall include potted landscape materials on the upper deck
9-5-12	Street trees every 25 feet	NA	Trees are not appropriate for a parking structure but the required landscape plan shall include an alternative method of compliance
9-5-121	Snow storage	No	Snow storage is proposed on the west side of Dock St and cannot be approved. Appropriate snow storage shall be shown on the required landscape plan.
9-5-13	Accessible spaces	TBD	To be reviewed in more detail at building permit phase;
9-5-14	Bicycle parking, space sizes	Yes	48 spaces required and shown on the site plan
9-5-15	Minimum required	No	240 spaces required, see discussion above regarding valet parking
9-5-17	Loading areas	TBD	Application narrative and site plan comply, to be verified at the building permit stage

Table 2 Code Requirement Evaluation

C. **City Code, Title 8 - Building and Fire Regulations**

The building will be fully reviewed during the building permit process. The building will be required to meet fire department access in accordance with fire code. The building will be required to have a full NFPA13 automatic fire sprinkler system. The building and site will be required to meet all accessibility requirements. Due to the proximity of the hotel to the railroad tracks, the guest rooms on the west wall of the hotel must have a STC rating of 50. Flood plan development permit is required and must be approved prior to permit issuance.

D. **City Code, Title 7 - Public Ways and Property**

A traffic impact study is in process by the applicant. Any required off-site improvements specified in the final approved traffic impact study will be added as a condition on the building permit.

Vehicular access into the site will be provided through a new approach from Bridge Street for vehicles entering the hotel drop off area and parking structure. Vehicles will enter and exit the parking structure through two new approaches from Dock Street. The existing parking lot uses a 350-foot continuous access along Dock Street. The proposed design will reduce vehicle conflicts along Dock Street by replacing this continuous access with two standard access approaches.

New curb, gutter, and sidewalk will be constructed along the Bridge Street frontage, as required by 7-3-10. The existing public sidewalk to the east of the building, between the property line and the beach, will be reconstructed by the developer to match the width of the existing concrete. The southern portion of this public sidewalk will be designed to accommodate vehicle loads in order to serve as an emergency fire access lane. A removable bollard is proposed at the southern end of the pedestrian path to prevent non-emergency vehicles from entering.

Existing 5-foot-wide at grade striped pedestrian pathway along west side of Dock Street will be widened to 6-feet and restriped to provide non-motorized access along west side of hotel to Pend Oreille Bay trailhead and Sandpoint Avenue to the north.

The proposed building will be served by an existing 8-inch gravity sanitary sewer main located in Bridge Street, and an existing 10-inch water main located in Dock Street. A portion of the existing 10-inch water main and 6-inch sanitary sewer force main (serving Seasons) will need to be relocated further to the west on Dock Street in order to accommodate a 10-foot setback from the proposed building.

E. **City Code, Title 11 - Development Regulations**

A schematic stormwater management plan has been submitted with the CUP application. Stormwater runoff from the on-site pollutant-generating drive surfaces will be routed to vegetated swales for treatment and detention, before overflowing to the east in accordance with the pre-development drainage pattern. Roof material has not been specified, but the application indicates that the roof material will be non-pollutant-generating. Runoff from the roof will discharge to level spreaders along the east edge of the building, which will overflow across landscaping on the subject property and toward the east, in accordance with pre-development drainage pattern.

Calculations showing compliance with the performance standards of the City of Sandpoint stormwater code have not been submitted with the application. Prior to building permit, a construction-quality stamped engineering plan and report, demonstrating compliance with all provisions of Title 11, Chapter 3, must be submitted for review and approval.

F. **City of Sandpoint Comprehensive Plan**

The future land use map designation for the property is Context Area 5, classified as the primary commercial centers of the city with mixed use multi-story buildings. The development provides a density of development and mix of uses that are consistent with the context area.

In addition to the future land use map, the comprehensive plan has other goals and objectives relevant to the proposed development, most particularly in Chapter 3 pertaining community design, Chapter 4 pertaining to land use, and Chapter 9 pertaining to Economic Development. The proposal is broadly consistent with vision of the plan and does not conflict with these relevant sections.

G. **City Code 9-9-6. B Variance Permit Procedures & Findings**

As has been noted above, the applicant's proposed site plan does not comply with Section 9-2-1-4 which establishes a 0' MAXIMUM setback for newly build structures in the CA zone. This section of code allows for a 10' setback (which can be increased to 25' through the CU process) provided the setback is provided with a civic space as defined 9-2-1-6.E and further provided that "…at least 50% of the width of the lot is occupied by a

building at the front setback" (Section 9-2-1-6.B.5).

Section 9-9-6.B.3 establishes the submittal requirements for a variance application and further establishes four required findings for approval. The applicant has submitted a properly documented variance application and has included a narrative describing the conditions that are particular to the property that justify a variance to the front setback requirements. The full narrative can be found in the attachments to the staff report and the staff analysis for the four required findings are noted in bold below.

(A) That special conditions and circumstances exist which are peculiar to the land, structures, or buildings in the same district.
The zero foot maximum setback is intended to bring buildings up to the edge of the public right of way to create the feel of a pleasing, human scaled, outdoor space that frames the street at roughly a 1:3 ratio for building height to street width. This strategy is best illustrated on and around 1st Ave. where the city exhibits a traditional town form and is dependent on having traditionally sized city lots and similar building forms on both sides of the street. By contrast, the property in question is over 3 acres in size, has no prospect of similar development on the opposite of Bridge Street (where it is highly unlikely that the City Beach park complex will redevelop), and is intended to develop a more 'resort-like' facility, abutting but not directly in, the downtown core. It is reasonable to conclude that the conditions and circumstances of this property do not apply to other properties in the CA zone.

(B) That a literal interpretation of the applicable sections of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.
Given the location, configuration, and size of the property noted above, a literal interpretation of the code would deprive the applicant of a development that is reasonably similar to what exists now and what would be expected in the future.

(C) That special considerations, conditions, and circumstances do not result from actions or desires of the applicant.
In addition to the site conditions noted above, it is noted that the property contains a significant tree that would require removal if the building were required to be placed at the property line. Furthermore, the Bridge Street corridor has been identified as a significant viewshed for the lake and mountains beyond that should be preserved. Both conditions are directly related to the situation of the site and completely out of the control of the applicant.

(D) That granting the variance requested will not confer on the applicant any special privileges that are denied by this Code to other land, structures, or buildings in the same district.
The conditions of this particular site are unique within CA zoning district and the approval of variance to the front setback requirement of the zone does not constitute a special privilege.

V. Draft Conditions of Approval

Per City Code §9-9-6, the Planning and Zoning Commission may impose conditions including those that address, but are not limited to, the following:

1. Minimizing adverse impact on other development.
2. Controlling the sequence and timing of development.
3. Controlling the duration of development.
4. Assuring that development is maintained properly.
5. Designating the exact location and nature of development.
6. Requiring the provision for on-site or off-site public facilities or services.
7. Requiring more restrictive standards than those generally required in an ordinance.

The following conditions are recommended by staff to ensure compliance with the nine (9) CUP criteria and to

address the factors above:

1. Complete and submit a Traffic Impact Study at or before submittal of a building permit application:
    a. Applicant shall construct any required off-site improvements specified in the final approved traffic impact study prior to the issuance of a certificate of occupancy for the hotel.
    b. Applicant shall pay any extraordinary fees identified in the traffic impact study and ultimately determined by City Council prior to the issuance of a certificate of occupancy for the hotel.
2. Pursuant to §9-9-6-7 of Sandpoint City Code, detailed design work shall commence after the date of the commission's approval and the applicant shall make application for a demolition permit for the existing facility on or before September 2, 2025, or the approval and permit shall be rendered null, void and of no right or recourse.
3. The duration of the development shall be completed, and certificates of occupancy issued, within three (3) years of the issuance of demolition permit. The conditional use permit may be extended at the discretion of the Planning and Zoning Commission upon a demonstration of good faith by the applicant that construction is continuing toward completion in a reasonable manner. The Commission shall consider any extension requested by the applicant at a public meeting but is not required to hold a public hearing.
4. Due to the proximity of the development to the railroad tracks, exterior walls shall have a sound transmission class (STC) of not less than 50, or not less than 45 if field tested, for airborne noise. Penetrations or openings in construction assemblies shall be sealed, lined, insulated, or otherwise treated to maintain the required ratings.
5. The applicant shall be allowed to rebuild and utilize the existing 10' wide public sidewalk on the east property line for emergency and/or fire department access, provided that:
    a. The fire access road / public sidewalk shall be constructed to a width of 20' (10' on the west side of the property line, 10' on the east side) from Bridge St. to a point approximately 320' north, roughly coincident with the centerline of the middle of building wing, or to a point as specified by the Sandpoint Fire Marshall.
    b. A widened public sidewalk of 20', centered on the east property line, shall be constructed from the terminus of the fire access road to a connection with the existing public sidewalks providing access to the Windbag Marina. An appropriate transition matching existing grade and width (or rebuilding the same) that is ADA compliant shall be constructed by the applicant.
    c. Prior to the issuance of a certificate of occupancy for any portion of the hotel facility said fire lane public sidewalk shall be fully constructed and a permanent, non-revocable, access easement benefiting the City of Sandpoint and the general public shall be recorded with the Bonner County Recorder. Said easement shall always allow non-motorized public access.
6. Fire truck access on the north/west side of the building is required in accordance with fire code regulations. Access to be reviewed and approved by the Sandpoint Fire Chief prior to the issuance of a building permit.
7. Prior to issuance of a certificate of occupancy, the applicant shall widen to 6-feet and restripe the bicycle

/ pedestrian lane on the west side of Dock Street to replace the existing 5-foot-wide pathway.

8. A detailed landscape is required to be submitted and approved concurrent with the building permit application.
9. A detailed Renewal Plan in accordance with §9-2-1-7. F shall be prepared and submitted with the building permit application. The renewal plan shall be reviewed and approved by the city prior to the issuance of a building permit.
10. This Conditional Use Permit applies to the operation of hotel and conference facility as described in the application and this staff report. Any enlargement or expansion of the building(s), land uses, and/or functions described herein shall require the approval of a new conditional use permit.
11. These conditions apply to all successors and assigns should this facility be sold.
12. Prior to the issuance of a certificate of occupancy, the applicant shall quitclaim any private interest in Bridge St. to the City of Sandpoint and build or rebuild curb, gutter, and sidewalk along the entire 290' of Bridge Street frontage as required by the city engineer.
13. Detailed analysis will occur throughout the design process. The analysis of layout, design, engineering, and other factors may result in the need to revise a variety of plan elements. In addition, revisions may be necessary at the time of construction improvement plans. If CITY staff determines the revisions are substantial, these changes will require an amendment to the conditions by the Planning and Zoning Commission. If the CITY staff determines that the revisions are minor, the changes may be approved, disapproved, or approved with modifications administratively. The authority to make the determination of when a revision is minor versus substantial is the CITY's.
14. No Design Standard Waivers have been requested and/or approved for this development. Any future requests for Design Standards Waivers, in accordance with §9-4-2-3-H-11 are subject to review and approval by the Planning & Zoning Commission and may result in an amendment to the terms of the Conditional Use Permit.

VI. Action

Following public testimony and subsequent deliberations, the Planning & Zoning Commission shall make findings and take one of the following actions in accordance with Sandpoint City Code:

1. Approve the application with conditions.
2. Postpone action on the application to a date certain, with specific direction on additional information needed, or
3. Deny the application.

VII. Attachments

The following digital attachments are viewable at https://www.sandpointidaho.gov/pcup23-0004-56-bridge-st

Kimley»Horn

November 22, 2024

Brian Averill
1380 Wisconsin Avenue
Whitefish, MT 59937

RE: *56 Bridge Street Parking Needs Study*

Dear Mr. Averill:

The purpose of this letter is to provide a parking needs study for the development of the proposed 56 Bridge St. Hotel ("Site") at the intersection of Sandpoint Ave and Bridge Street in Sandpoint, Idaho. This study was prepared by Kimley-Horn, a national planning, surveying, engineering, and design firm of over 7,000 employees with a long-standing parking consulting practice. Kimley-Horn contributes to ULI (Urban Land Institute) publications and assisted in developing the Shared Parking Model published in ULI's *Shared Parking, 3rd Edition*. This study has been reviewed and approved by a licensed professional engineer in the state of Idaho.

Pursuant to the requirements of the City of Sandpoint ("City") Zoning Code ("Code") Section 9-5-1, this parking demand analysis demonstrates that the actual parking demands of the project are less than the minimum parking requirements of the Code, supporting a 40% percent reduction to the required number of 239 parking spaces. To validate the sufficiency of the proposed 145 parking spaces planned at the Site, the following sections summarize the proposed project's development program, the local multimodal transportation context, and the projected parking demand at the Site based on observed demand at comparable resort-style hotels with adjustments supported by ULI published data. By combining these factors, this analysis projects that the Site will generate demand for up to **144 parking spaces** during peak season conditions.

Code Requirement

The Code describes minimum and maximum surface parking space requirements in section 9-5-15. The Code also provides guidance for a parking demand analysis to justify any requested reductions to required parking minimums in Section 9-5-1-E. The hotel, event, and restaurant space combined result in a code requirement for 239 parking spaces on the Site, as shown in Table 1. Since 3,400 SF of the 8,800 SF total restaurant space will be guest-only and as such only 5,000 SF of public restaurant space would generate additional parking demand, the guest-only restaurant square footage has been excluded from the Code parking calculations shown in Table 1.

Table 1: Parking Required by Code

Use	Code Requirement	Keys or SF	Parking Spaces[1]
Hotels guest rooms	1 space for each room or unit; plus, as required for accessory uses, such as restaurants, meeting halls, etc.	176	176
Event courtyard	1 for every 350 square feet of floor area[2]	5,000	14
Indoor event space	1 for every 350 square feet of floor area[2]	11,000	31
Restaurant space	1 for every 300 square feet of floor area	5,000	17
		Total	**239**

[1] *Rounded up to the nearest whole parking space per parking planning standard practice.*

[2] *Per Code requirement for all other types of business or commercial uses permitted in any Commercial Zone.*

Use	Code Requirement	Units	Parking Spaces[1]
Hotels guest rooms	1 space for each room or unit; plus, as required for accessory uses, such as restaurants, meeting halls, etc.	176	176
Event courtyard	1 for every 350 square feet of floor area[2]	5,000	14
Indoor event space	1 for every 350 square feet of floor area[2]	11,000	31
Restaurant space	1 for every 300 square feet of floor area	5,000	17
		Total	**239**

[1]Rounded up to the nearest whole parking space per parking planning standard practice

[2]Per Code requirement for all other types of business or commercial uses permitted in any Commercial Zone

Based on Kimley-Horn's analysis, the proposed resort hotel would generate less parking demand than the Code-required supply of 239 parking spaces calculated in Table 1. By analyzing historical use patterns found in similar resort hotels, industry standard ratios from ULI, and the context of transportation options in the area, Kimley-Horn found that the proposed 145 parking spaces will be sufficient for peak Site demand.

Development Plan Summary

SITE PLAN

The 56 Bridge St. Hotel Site Plan (Figure 6 in Attachments) proposes a 171,100 SF resort hotel with 176 rooms (keys), an 5,000 SF ground floor restaurant space open to the public, a ~3,400 SF restaurant area available only to Hotel guests, an 11,000 SF indoor event space, and a 5,000 SF outdoor event space. The developer is planning to accommodate self-park and valet parking spaces totaling 145 spaces in a 40,300 SF two-story parking structure on-site. This plan supplies parking at a ratio of **0.82 space per key**.

SITE CONTEXT

The Site under consideration for the 56 Bridge Street Hotel is currently the Best Western Edgewater Resort at the corner of Bridge St. and Sandpoint Ave. The Site is located within comfortable walking distance of the Sandpoint Amtrak station, multiple trails and bike paths, Downtown Sandpoint, Sandpoint Marina, and several other hotels where special event attendees may stay.

Sandpoint's 1.5 hour driving time from the closest international airport in Spokane, WA, suggests that hotel guests arriving in groups are likely to consolidate their parties into larger rental vans and SUVs for the journey from the airport. Guests can easily access local destinations via walking, biking, or transit options, making them unlikely to rent more vehicles than they need to get their party to and from the airport. This local transportation context suggests that there will be a lower ratio of parking demand to hotel guest keys than is typical for some other resort hotels. The following section provides more detailed access and mobility characteristics to inform the true parking need of the Site.

Access and Mobility Characteristics

OUT-OF-TOWN ARRIVALS

Airport

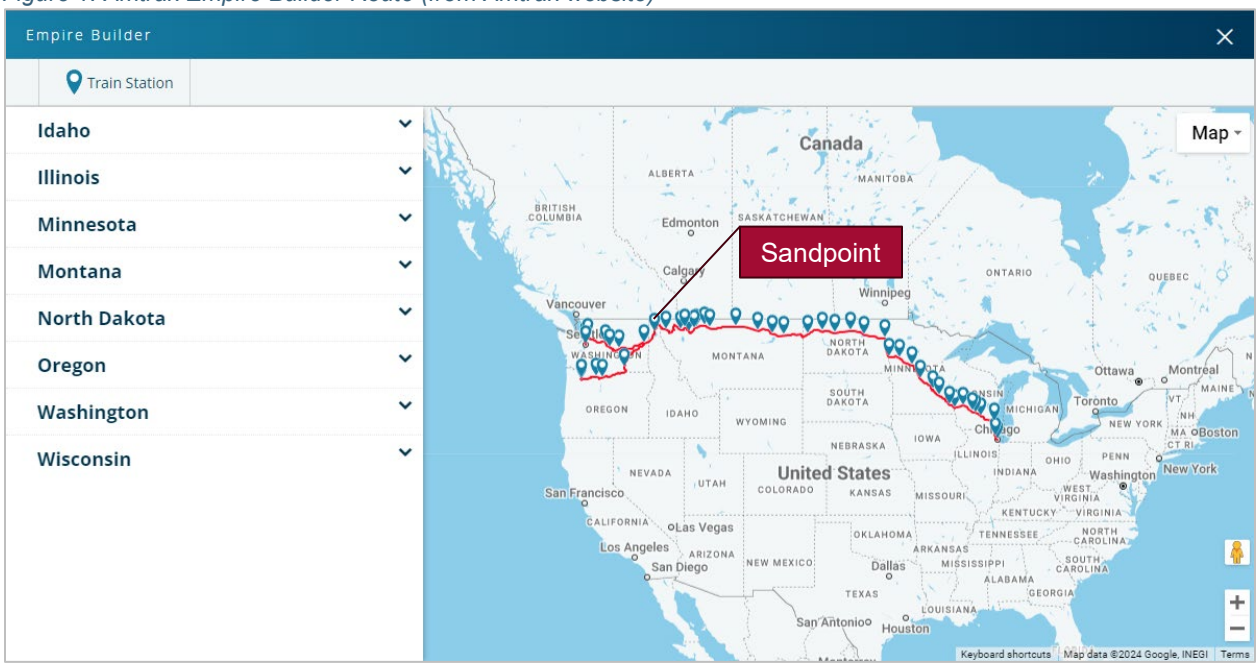
Guests and visitors from out of state are most likely to fly into Spokane International Airport and use the airport shuttle being offered by the 56 Bridge St. Hotel. They may also transfer to a rental car, rideshare car, or taxi. Visitors flying privately may choose to fly directly to nearby Sandpoint Airport. Visitors who travel via shuttle, rideshare, or taxi from an airport will not contribute to parking demand on-Site, but visitors who rent a car near the airport and drive the last portion of their journey will require parking spaces. Due to the remote nature of Sandpoint, it is more likely that related parties will carpool to the greatest extent possible for the 1.5-hour drive from Spokane, thereby reducing parking demand on-Site.

Amtrak

The Site is located directly across the street from Sandpoint Amtrak Station, which services Amtrak's Empire Builder train route. Site visitors might enjoy following portions of the Lewis and Clark Trail via passenger rail to reach their hotel in Sandpoint. This Amtrak line connects to major destinations such as (west to east): Portland, Seattle, Spokane, Whitefish, Glacier National Park, St. Paul, Milwaukee, and Chicago.

Due to the relative ease and appeal of the Airport shuttle and Amtrak rail options, we have applied a **3% shuttle/transit adjustment** to our parking demand model since users of these modes would not generate additional parking demand onsite.

Figure 1: Amtrak Empire Builder Route (from Amtrak website)



LOCAL TRANSPORTATION

Hotel visitors and employees who live in Sandpoint and the surrounding area can take advantage of the extensive trail network and local transit options, reducing the parking demand on-Site. These alternative transportation assets are shown in Figure 3 below and Figure 4 on the following page.

Figure 2: Transportation Context Map from Sandpoint Multimodal Transportation Master Plan

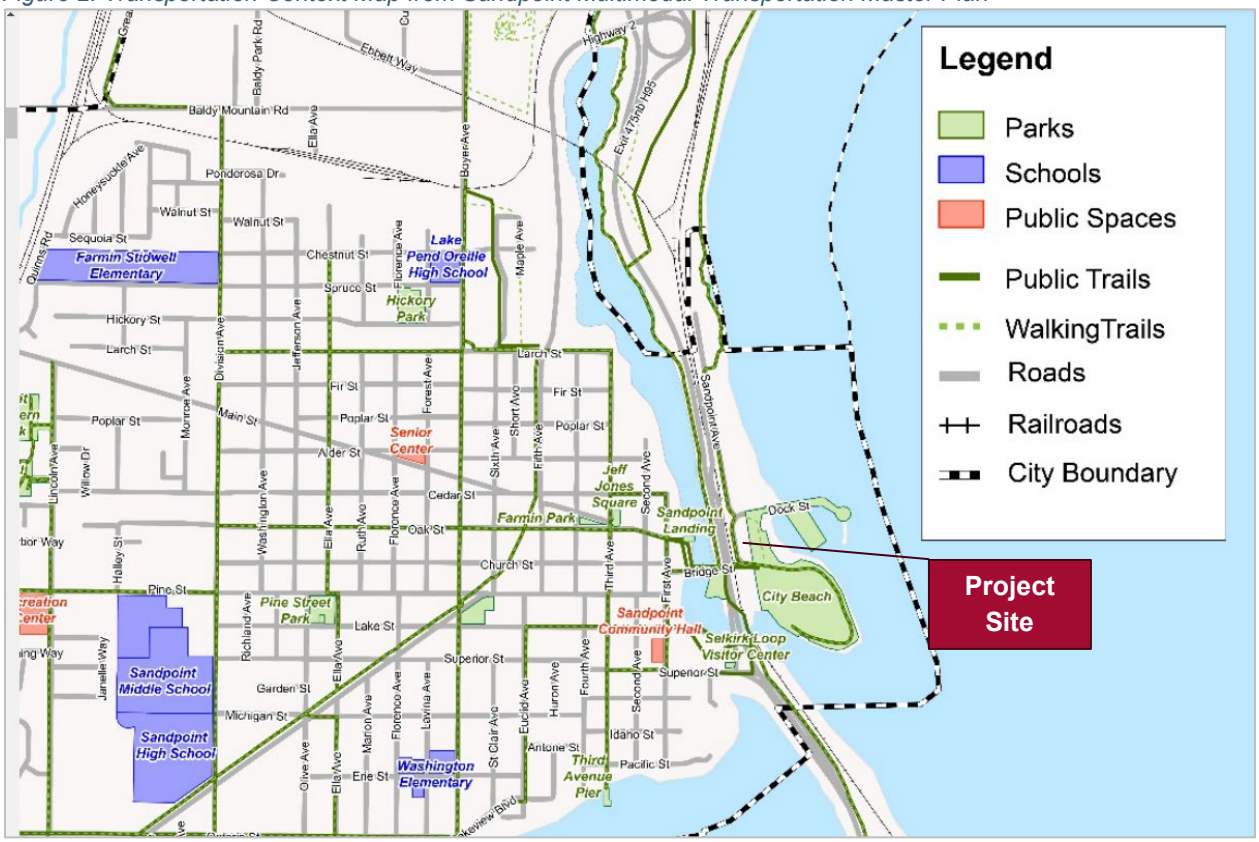
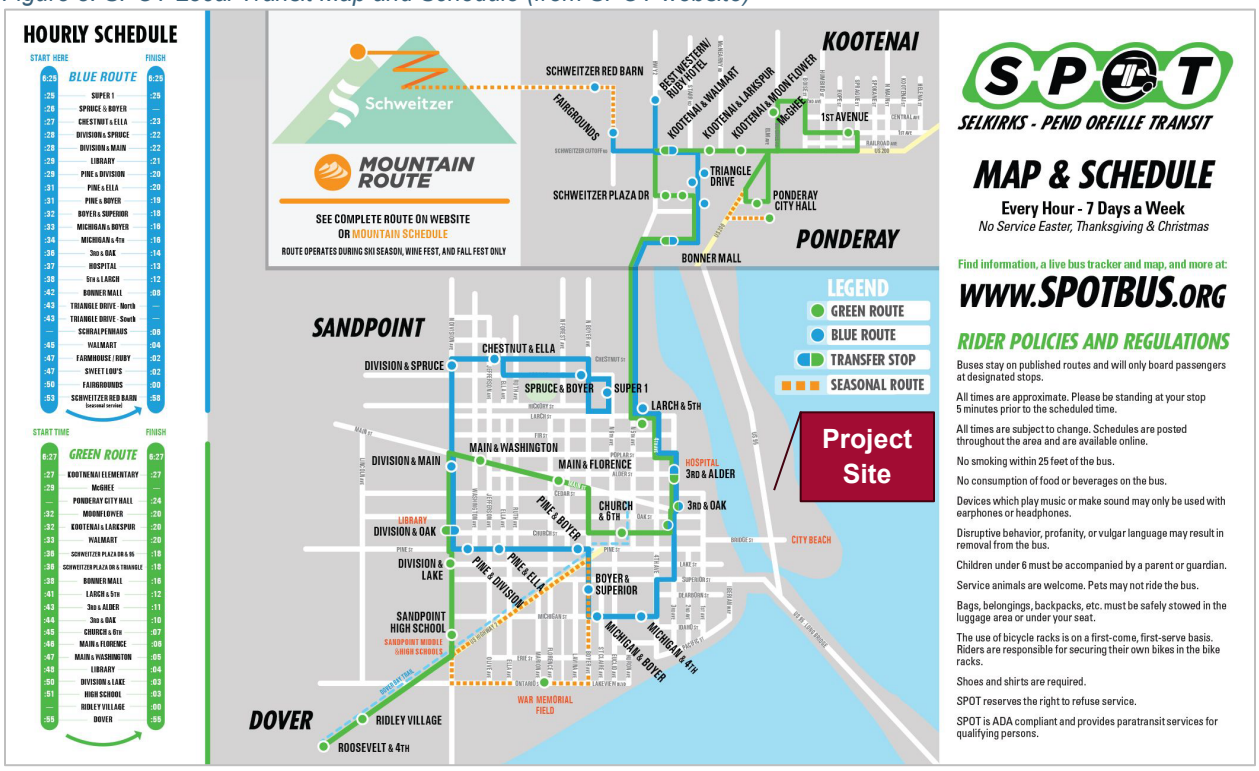


Figure 3: SPOT Local Transit Map and Schedule (from SPOT website)



A 9-minute walk from the Site, the Third & Oak bus stop serves the fare free Blue and Green routes in the SPOT local bus network. That runs once an hour, 7 days a week, year-round. The buses connect users to destinations like Dover, Ponderay, Kootenai, Bonner County Fairgrounds, Schweitzer ski resort, and several shopping and restaurant options in the area.

Comparable Use Study

Kimley-Horn analyzed parking utilization at three comparable hotels to demonstrate how the parking supply at proposed at the Site is expected to be utilized. The comparable sites are all existing hotels in Whitefish, MT operated by Averill Hospitality. The Lodge at Whitefish Lake and the Firebrand Hotel both have restaurant and event spaces, while the Pine Lodge does not.

These sites in Whitefish have similar demographic and transportation network characteristics, including similar city populations around 9,000 people. The availability of bike trails and pedestrian infrastructure in both towns is similar, as are weather conditions, which impact viable active transportation options. While Whitefish is closer to the Glacier International Airport than Sandpoint is to Spokane International Airport, Sandpoint has a more extensive bus network which runs all year compared to Whitefish's seasonal S.N.O.W. bus option. These similarities suggest that parking conditions at the three hotels in Whitefish, MT closely resemble those expected at the proposed Site in Sandpoint, ID but may be higher due to reduced transit availability in Whitefish.

Table 2 describes all relevant characteristics of the three comparison hotels alongside the proposed Site.

Table 2: Characteristics of Comparable Use Study Hotels

Site Characteristics	Lodge at Whitefish Lake	Firebrand Hotel	Pine Lodge	(PROPOSED) 56 Bridge St.
Hotel guest rooms	117	89	76	176
Event space (s.f.)	18,751	1,740	0	16,000
Restaurant space (s.f.)[1]	5,040	1,620	0	5,000
Parking spaces	146	67	67	145
Supply ratio (spaces/key)	1.25	0.75	0.88	0.82

[1]There is the equivalent of 1 seat for every 18ft² of dining space.

The Site's project management company, Actus, provided Kimley-Horn with parking supply and occupancy counts on October 22, 2024, during the daytime. Actus provided an additional overnight count for the Lodge at Whitefish Lake on October 31, 2024. We calculated the highest observed demand ratio of occupied parking spaces to hotel guest keys given the counts provided, which was the Firebrand Hotel at a ratio of 0.56 occupied spaces per key.

ULI Adjustments

Parking demand can be influenced by seasonality, and this parking study occurred during late October, when neither lake nor winter sports activity are at peak activity. To account for this, we increased the ratios by 50% to project parking demand during the expected peak hotel guest seasons. The 50% adjustment is based on seasonal variances found in ULI studies of land uses that are heavily impacted by seasonal change, i.e., outdoor amphitheaters. The highest demand ratio observed at the comparable hotels in Whitefish was 0.56 occupied parking spaces per key at the Firebrand Hotel, which equates to 100 spaces at the proposed Hotel. Using the +50% seasonal adjustment, we projected that the Firebrand Hotel demand ratio, which was the highest among the comparison sites, would increase to **0.84 occupied parking spaces per key** during peak seasons.

Table 3: Comparable Use Observed Demand

Site	Parking Supply	Hotel Guest Keys	Observed Occupancy		Highest Observed Demand Ratio[1]	Adjusted for Peak Season[2]
			10/22/2024, Daytime	10/30/2024, Overnight		
Lodge at Whitefish Lake	146	117	20	32	0.27	0.41
Firebrand Hotel	67	89	50	-	0.56	**0.84**
Pine Lodge	67	76	11	-	0.14	0.22

[1] Peak Demand Ratio = Highest Observed # of Parking Spaces Occupied / Hotel Guest Keys.
[2] Increased by 50% to account for higher room occupancies during peak season, which are roughly 50% higher during peak conditions.

This adjusted peak season demand ratio results in a projected demand for 148 spaces at the proposed hotel. Given the Site's very close proximity to the Amtrak rail station and the robust and free SPOT bus options, which exceed the quality of transit options available to Whitefish hotel guests, we applied a 3% adjustment to the projected demand. This additional adjustment results in a final peak demand projection of **144 spaces**, a demand ratio of 0.82 spaces per hotel room. With 145 proposed on-site parking spaces, the parking supply available to the proposed Hotel is projected to be sufficient for expected demand, and spillover into the surrounding parking areas is not projected to occur.

Summary & Conclusions

This parking demand analysis justified a parking supply 40% lower than the number of parking spaces required by the Code. The comparable use study demonstrated that the 56 Bridge St. Hotel could generate demand for as many as 148 spaces during peak season, comparable to the Firebrand Hotel in Whitefish, which had the highest observed occupancy rate of the studied hotels. The ULI demand analysis utilized the comparable use study ratio and applied additional, reasonable seasonal and alternative mode adjustments, finding that the Site will likely generate demand for about **144 spaces** during peak seasons and hours of activity.

Table 4: Summary of Supply & Demand Methodologies

Analysis Method	Demand Ratio (spaces/key)	Demand (Spaces)
Comparable Use Study	0.56	100
w/ ULI-Based Seasonal Demand and Alternative Mode Adjustments	0.82	**144**
	Proposed Supply On-Site	**145**
	Parking Sufficiency	**1**

This study concludes that the proposed number of **145 parking spaces** will adequately fulfill the maximum parking needs for the 56 Bridge Street Hotel.

Please reach out to Kimley-Horn with any questions regarding this analysis.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC

Jeremiah Simpson
Parking and Mobility Planner

Curtis D. Rowe, P.E., PTOE
Senior Vice President

Attachments:
1. Figure 4: 56 Bridge St. Hotel Site Plan

PROFESSIONAL ENGINEER LICENSED 16135 STATE OF IDAHO CURTIS D. ROWE
11/22/2024

Kimley»Horn

Figure 4: 56 Bridge St. Hotel Site Plan (2024-10-14)

AGENDA REPORT

City Council Meeting

TODAY'S DATE: December 10, 2024

MEETING DATE: December 18, 2024

TO: Sandpoint City Council, Mayor

FROM: Bill Dean, City Planner and Jason Welker, Planning & Community Development Director

SUBJECT: Staff presentation: Sandpoint City Code Observations and Possible Updates for Coming Year

DESCRIPTION/BACKGROUND:

This staff presentation aims to provide observations on the Sandpoint Zoning Ordinance and propose key areas for updates in 2025. The goal is to align the City's development processes with its policy aspirations, improve clarity and usability of the Code, and identify opportunities to enhance procedural and substantive outcomes.

OBSERVATIONS:

1. **Strengthening Deliberate Decision-Making in Development Permitting:** There is a gap between the aspirational vision of the Comprehensive Plan and the realities of building permit approvals. The **Site Plan Review permit** (SCC 9-1-4) serves as a critical intermediary step but is underemphasized in practice. Suggested updates include:
    a. **Reinforcing the Site Plan Review process:** Clarify its role as a bridge between policy documents and building permits, ensuring development aligns with Comprehensive Plan goals.
    b. **Enhancing findings for discretionary approvals:** Findings should integrate engineering considerations for City infrastructure systems (water, sewer) and transportation networks.
    c. **Strengthening procedural clarity:** Revisions would highlight the City's ability to review development within its broader context without adding new processes or permits, ensuring due process for applicants and neighbors.
2. **Simplifying and Modernizing the Zoning Code:** The Zoning Code has become cumbersome over time, with amendments leading to conflicting standards and poor organization. Updates should aim to:
    a. Consolidate development standards into clear, accessible tables to reduce reliance on multiple code sections.
    b. Provide clarity on common scenarios, such as:
        i. Placement of accessory dwelling units (ADUs) and garages.
        ii. Alley functionality for new development.
    c. Create a more intuitive structure to facilitate better understanding and decision-making for residents, developers, and staff.

3. **Leveraging the Foundation of Objective Development Standards:** The Code already includes a solid framework of measurable, objective standards for development, such as those for architecture, landscaping, and pedestrian circulation. Recommendations include:
    a. Retaining and refining these categories to reduce inconsistencies.
    b. Adding clarity on where and how these standards apply to ensure consistent application.
4. **Affirming Opportunities for Small Lot Development:** While the Code allows development on substandard lots of record (smaller than 5,000 sq feet), it does not facilitate the creation of new small lots except through Planned Unit Developments (PUDs). Suggested updates include evaluating whether small lot development should be allowed by-right in certain zones to increase flexibility and streamline development on smaller parcels and reviewing the current standards for substandard lots of record and lot-line adjustments to ensure they align with broader goals for efficient and innovative land use.

RECOMMENDATIONS FOR 2025 CODE UPDATES:

Priority 1: Clarify the Site Plan Review permit process to better connect Comprehensive Plan policies with on-the-ground development.

Time permitting:

- **Reorganize and streamline Code standards** into user-friendly formats to improve accessibility and reduce inconsistencies.
- **Preserve and enhance objective development standards** while reducing ambiguities in their application.
- **Affirm opportunities for small lot development** by exploring zoning adjustments that allow for greater flexibility without requiring a PUD.

NEXT STEPS

Staff will conduct further internal review and public outreach on these observations and proposed updates. A detailed work plan for 2025 Code revisions will be developed for Council's consideration in early 2025.

ACTION REQUIRED

This is an informational item; no action is required at this time.

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

ATTACHMENTS:

Zoning Code Observations and Key Areas for Updates

Presentation to Sandpoint City Council

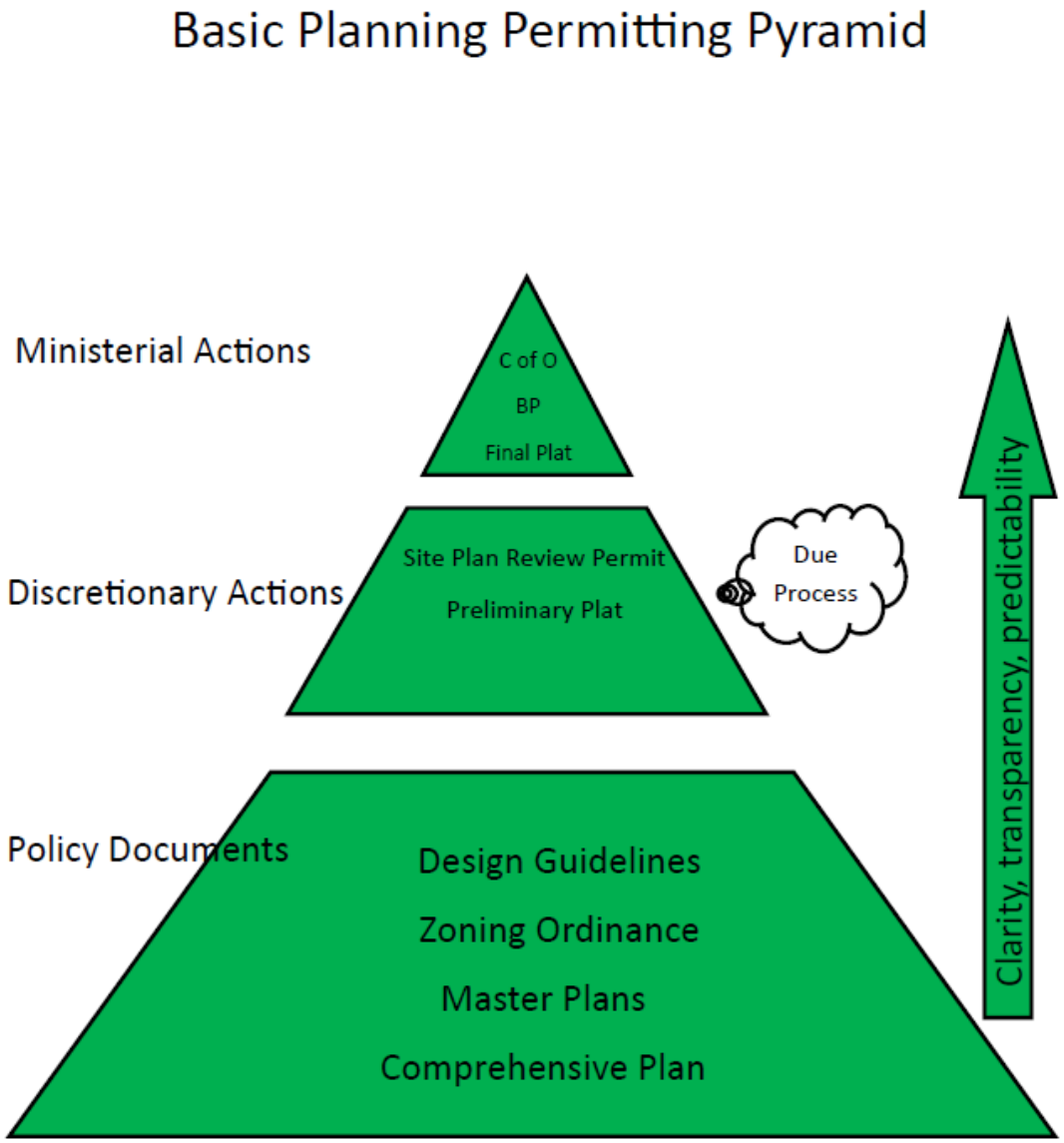
December 18th, 2024

Bill Dean, City Planner

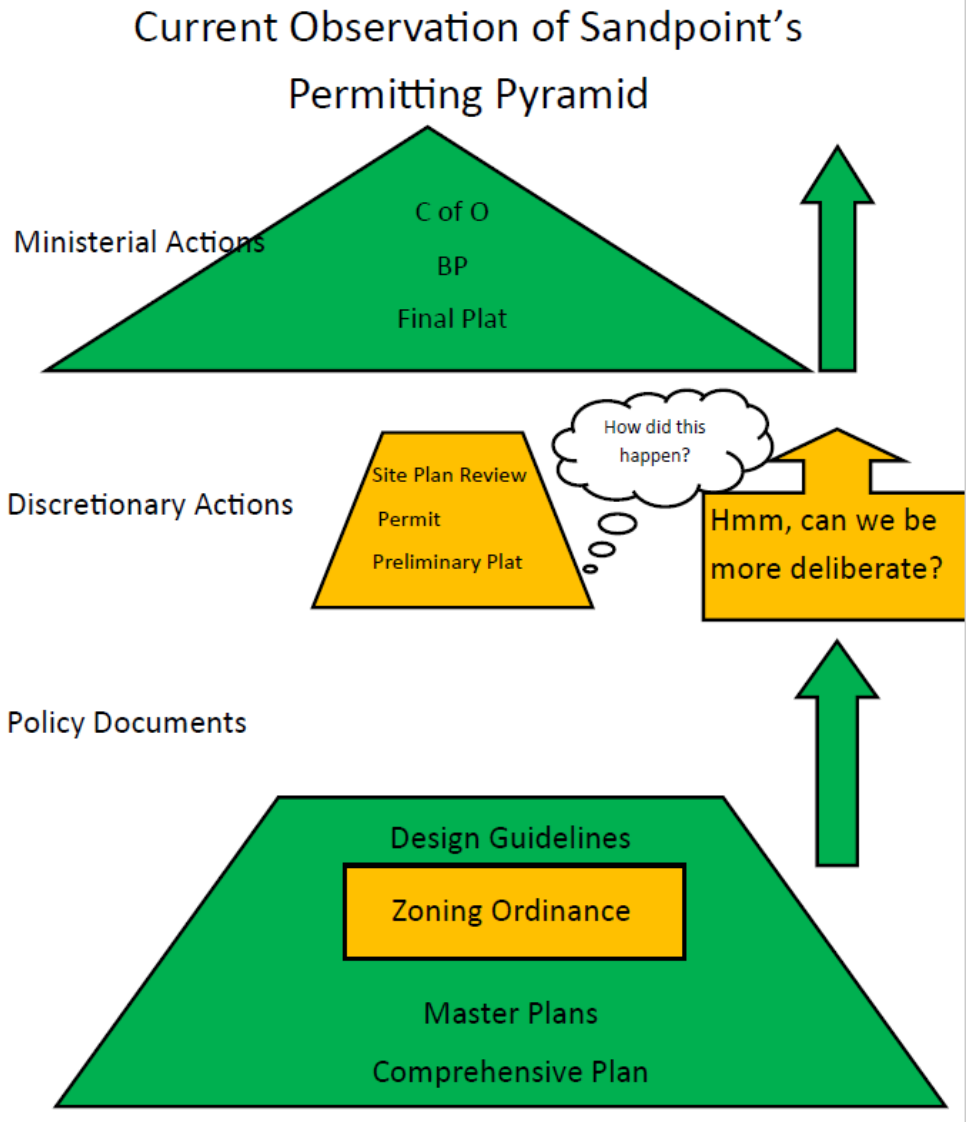
Four Initial Observations

- Strengthen Deliberate decision making in Development Permitting
- Simplify and Modernize the Code
- Leverage the Solid Foundation of Objective Standards
- Affirm Opportunities for Small Lot Development

Observation #1

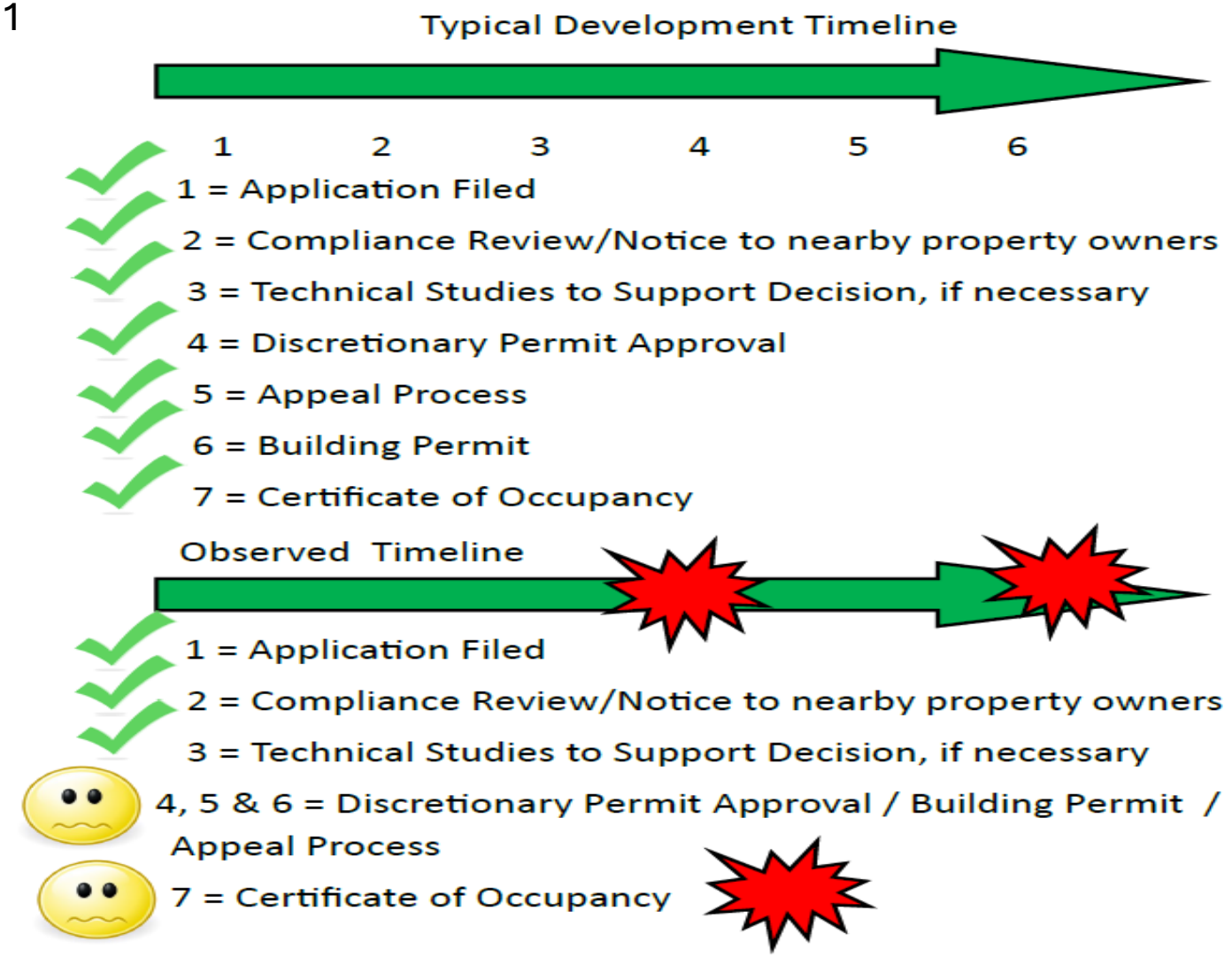


Normal hierarchy- Pyramid is aligned



Sandpoint's Fractured Pyramid

Observation #1



Strengthen deliberate decision-making in Development Permitting

1

Reinforce the Site Plan Review Process (Not adding process or steps)

2

Enhance Findings: Context sensitive development, utilities, transportation

3

Strengthen Procedural Clarity: Due process for applicants and other interested parties

Simplifying and Modernizing the Zoning Code

Use

- Use tables

Clarify

- Clarify regulations – example: reduce confusion on placement of ADUs, garages, how alleys should can be used for access

Collapse

- More intuitive structure: collapse development regs into fewer sections, administration of the zoning ordinance in one section

Leverage the Foundation of Objective Development Standards

RETAIN AND REFINE CATEGORIES OF DEVELOPMENT STANDARDS

CLARIFY THE STANDARDS TO YIELD CONSISTENT ANSWERS

Observation #4

Affirming Opportunities for Small Lot Development

- Existing substandard lots or PUDs are currently the only “tools” to achieve small lot (sub 5,000sf) development

Next Steps

- Develop the Planning Team (training)
- High Focus on Current Planning (applications filed)
- Begin Long Range Planning
  - SCC 9.1.4
  - Commercial A (Downtown)

MEMO

TO: Sandpoint City Council

FROM: Mayor Jeremy Grimm

DATE: December 18, 2024

SUBJECT: Appointment of Holly Ellis as Public Works Director

It is my distinct pleasure to present to the City Council a request for confirmation of my appointment of Holly Ellis as City of Sandpoint Public Works Director. The requested effective date for this appointment will be December 16, 2024, which is the beginning of the current pay period.

There is unanimous support for this appointment from all who participated in the selection process, including Council President Ruehle and the Department Directors on the interview panel.

I want to thank you in advance for your consideration of the confirmation of this appointment.