



## CITY COUNCIL MEETING AGENDA

April 15, 2026 at 5:30 PM

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

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### Call to Order

### Roll Call

### Pledge of Allegiance

### Announcements and Reports

1. Presentation: Kodiak Ellis for "International Dark Sky Week 2026"
2. Mayor's Proclamation: International Dark Sky Week
3. Mayor's Proclamation: Arbor Day 2026

### Public Comment

#### Consent Calendar - action item

4. Approval of Minutes from Council's April 1, 2026, Regular Meeting - **action item**
5. Payables Report / Approval of Bills for Payment - **action item**
6. Proposed Resolution: Memorandum of Understanding for Amendment to the 2024-2027 Article 22 Collective Bargaining Agreement with the International Association of Firefighters Local 2319 - **action item**
7. Proposed Resolution: 2026 Farmers' Market License Agreement (Agreement # A26-1970-4) - **action item**
8. Proposed Resolution: The Festival at Sandpoint Lease Agreement (City Agreement #A26-1970-3) - **action item**
9. Proposed Resolution: Professional Services Agreement with J-U-B Engineers for a Stormwater Management Study Project (City Agreement No. A26-3400-3) - **action item**

#### Old/Unfinished Business

10. Proposed Amended Ordinance and Summary: Amendments to City Code 3-2-9 Open Container Law - **action item**
11. Presentation: Update on Wastewater Treatment Plant Reconstruction
12. Presentation: Boyer Avenue Cross Section Evaluation

#### New Business

13. Schedule FY 2027 Budget Public Hearing Date - **action item**
14. Discussion: Heritage Tree Categories and Definitions - **action item**

### Adjourn

#### Public Participation Options and Information

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



## CITY COUNCIL MEETING MINUTES

April 01, 2026 at 5:30 PM

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

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### Call to Order

Council President Ruehle called the regular meeting of the Sandpoint City Council to order at 5:30 p.m. on Wednesday, April 1, 2026, in Council chambers at City Hall, 1123 W. Lake St., Sandpoint, Idaho.

### Roll Call

#### PRESENT

Councilor Deb Ruehle  
Councilor Joel Aispuro  
Councilor Kyle Schreiber  
Councilor Pam Duquette  
Councilor Joe Tate  
Councilor Joshua Torrez

#### ABSENT

Mayor Jeremy Grimm

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

### Pledge of Allegiance

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

### Announcements and Reports

Council President Ruehle provided instructions for members of the public who wished to speak during opportunities for public comment/testimony during the meeting.

Councilors provided reports from the City's citizen advisory boards on which they serve as Council liaison and Department Directors provided brief updates on projects and activities in their respective departments and fielded questions from Council members.

1. Cash and Investment Transactions Financial Report - February 2026 (information only)
2. Presentation: Update on City of Ponderay "Black Rock" Remediation Project

City of Ponderay Project Manager KayLeigh Miller provided a brief presentation on the "Black Rock" Remediation Project to Council members. Information only; no Council action.

### Public Comment

Council President Ruehle recited the rules and procedure for public comment during the meeting and offered an opportunity for members of the public to speak on items included on the Consent Calendar and Old and New Business topics on the agenda or other general matters not relevant to the business of the City of Sandpoint.

### Consent Calendar

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

Motion made by Councilor Schreiber, Seconded by Councilor Aispuro.

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

3. The minutes from Council's March 18, 2026, meeting were approved as presented.
4. The bills presented were approved for payment in the amount of \$1,471,802.44, reflecting \$672,972.23 for regular payables, \$798,825.21 for payroll, and \$5.00 in electronic fund transfer charges.
5. The development of a Parks and Rights-of-Way Pesticide/Herbicide Policy was approved as presented.

### Old/Unfinished Business

6. Project Update/Council Direction: Downtown Revitalization Phase 3 – Basis of Design

Matthew Gillis, P.E., Vice President of Welch-Comer Engineers & Surveyors, contracted City consultant, provided a presentation on the Downtown Revitalization Phase 3 Project, and, along with City Project Manager Erik Bush, fielded questions from Council members. Councilor Duquette made a motion to approve Basis of Design Summary Memorandum from Welch-Comer and proceed to the 30% design phase, seconded by Councilor Aispuro. There were no objections, and the motion passed unanimously by Councilors present.

Motion made by Councilor Duquette, Seconded by Councilor Schreiber.

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

7. Division Avenue Corridor Improvement Project - Phase 2 Update

Project Manager Rachel McKinley provided a presentation with updates on the project and, along with Public Works Director Holly Ellis, fielded questions from Council members. Information only; no Council action.

Council President Ruehle recessed the meeting for a brief break at 7:22 p.m., reconvening at 7:27 p.m.

8. **Resolution 26-020** City of Sandpoint Council-Staff Communication Policy

Following an introduction by Councilor Ruehle, clarification was provided from legal counsel on the draft that was provided for the agenda item. Additional questions from Council members were fielded by legal counsel. Councilor Ruehle made a motion to approve the Resolution adopting the Council-Staff Communication Policy, seconded by Councilor Tate. There were no objections, and the motion passed unanimously by Councilors present.

Motion made by Councilor Ruehle, Seconded by Councilor Tate.

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

### New Business

9. **Resolution 26-021** Purchase Order (No. 26-1771) to General Pacific, Inc. for Badger Water Meters, Registers, and Orion Cellular Endpoints

Ms. Ellis introduced Brodie VanNoy with General Pacific, who provided Council with information and fielded questions on the water meters, registers and endpoints. Councilor Schreiber made a motion to approve the Resolution for Purchase Order 26-1771 to General Pacific, Inc. for Badger water meters, registers, and Orion cellular endpoints, seconded by Councilor Aispuro. There were no objections, and the motion passed unanimously by Councilors present.

Motion made by Councilor Schreiber, Seconded by Councilor Aispuro.

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

- 10. **Resolution 26-022** Request to Award Consultant Services Contract A26-3900-01 to Inland Forest Management, Inc. for Professional Forest Management Services

Council President Rühle announced that the next item on the agenda was a proposed resolution awarding City Agreement A26-3900-1 to Inland Forest Management for professional forest management services. Mr. Bush provided an overview of the agreement and fielded questions from Council members.

Councilor Schreiber made a motion to approve the resolution awarding City Agreement A26-3900-1 to Inland Forest Management, Inc. for professional forest management services, seconded by Councilor Tate. There were no objections, and the motion passed unanimously by Councilors present.

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

- 11. Planned Rezone of the Existing Commercial B District Discussion

Community Planning and Development Director Jason Welker and City Planner Bill Dean provided a presentation and fielded questions from Council members. information only; no Council action.

- 12. **Resolution 26-023** Memorandum of Agreement with the City of Ponderay for Temporary Construction Access

Ms. Ellis provided an overview of the Memorandum of Agreement (MOA) with the City of Ponderay on temporary construction access through City of Sandpoint property. Ms. Ellis and City of Ponderay Project Manager KayLeigh Miller fielded questions from Council members.

Councilor Aispuro made a motion to approve the resolution authorizing a MOA with the City of Ponderay for temporary construction access, seconded by Councilor Schreiber. There were no objections, and the motion passed unanimously by Councilors present.

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

**Executive Session**

- 13. Vote to Convene in Executive Session pursuant to Idaho Code § 74-206(1)(c) to acquire an interest in real property not owned by a public agency.

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

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

**Reconvene and Adjourn**

Following conclusion of the executive session, the meeting was reconvened and immediately adjourned at 9:10 p.m.

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

\_\_\_\_\_  
 Deb Rühle, Council President

\_\_\_\_\_  
 Attest: Meri Jane Bohn, City Clerk



**CITY OF SANDPOINT INVOICE REGISTER**  
**PAYABLE DATES OF: 04/02/2026 THROUGH 04/15/2026**

Item # 5.

Page: 1/18

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invoice Amount
<b>Vendor: AARON DUNCOMBE</b>				
SH1-26000403	VEHICLE DECALS FOR STREETS AND UTILITIES			\$180.00
	WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	54.00	
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	72.00	
	WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	54.00	
			<b>Total For: AARON DUNCOMBE</b>	<b>\$180.00</b>
<b>Vendor: AMBIENTE H2O INC</b>				
V260240	WWTP: REPLACEMENT SLUDGE PUMP FOR PRESS & FREIGHT			\$16,043.39
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	15,229.35	
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	814.04	
			<b>Total For: AMBIENTE H2O INC</b>	<b>\$16,043.39</b>
<b>Vendor: API GROUP LIFE SAFETY USA LLC</b>				
WSF744884	ANNUAL SPRINKLER & BACKFLOW INSP: CH, JER, WTP, WWTP & MEMORIAL			\$1,826.00
	GOVERNMENT BUILDING & GROUNDS DIVISION	SERVICES - BUILDING - R&M	365.20	
	WATER TREATMENT	SERVICES - BUILDING - R&M	365.20	
	PARK MAINTENANCE & CAPITAL	SERVICES - BUILDING - R&M	365.20	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	SERVICES - BUILDING - R&M	365.20	
	WASTEWATER TREATMENT	SERVICES - BUILDING - R&M	365.20	
			<b>Total For: API GROUP LIFE SAFETY USA LLC</b>	<b>\$1,826.00</b>
<b>Vendor: AQUA PLUMBING II INC</b>				
31650	WWTP: LEAKING FITTING REPAIR & REPLACEMENT			\$1,031.12
	WASTEWATER TREATMENT	SERVICES - BUILDING - R&M	1,031.12	
31623	WTP: SHOWER VALVE AND URINAL REPAIRS			\$2,505.34
	WATER TREATMENT	SERVICES - BUILDING - R&M	2,505.34	
			<b>Total For: AQUA PLUMBING II INC</b>	<b>\$3,536.46</b>
<b>Vendor: ASAP SERVICES INC</b>				
9000062	MONTHLY CUSTODIAL SERV CITY HALL & COMMUNITY HALL MAR'26			\$4,630.00
	GOVERNMENT BUILDING & GROUNDS DIVISION	SERVICES - CUSTODIAL	2,240.00	
	GOVERNMENT BUILDING & GROUNDS DIVISION	SERVICES - CUSTODIAL	1,080.00	

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 5.
	GOVERNMENT BUILDING & GROUNDS DIVISION	SERVICES - CUSTODIAL	1,310.00		
<b>Total For: ASAP SERVICES INC</b>					<b>\$4,630.00</b>

Vendor: AT&T MOBILITY II, LLC

287339151180X	WIRELESS PHONE/DATA CHGS - PUBLIC WORKS MAR'26				\$881.15
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - WIRELESS	73.46		
	PUBLIC WORKS ADMINISTRATION	TELEPHONE - WIRELESS	136.07		
	WATER DISTRIBUTION	TELEPHONE - WIRELESS	59.49		
	WATER TREATMENT	TELEPHONE - WIRELESS	104.27		
	WASTEWATER COLLECTIONS	TELEPHONE - WIRELESS	507.86		
287339152904X	CH: WIRELESS PHONE/DATA CHGS - 02/24/26-03/23/26				\$67.84
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - WIRELESS	67.84		
287339153398X	PARKS: WIRELESS PHONE/DATA CHGS 02/24/26 - 03/23/26				\$191.50
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - WIRELESS	133.96		
	RECREATION	TELEPHONE - WIRELESS	23.77		
	CITY BEACH CONCESSIONS	TELEPHONE - WIRELESS	33.77		
287339154011X	WIRELESS PHONE/DATA CHGS - FIRE MAR'26				\$128.04
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - WIRELESS	128.04		
28733648507X0	WIRELESS PHONE/DATA CHGS - POLICE MAR'26				\$617.41
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - WIRELESS	617.41		
287354932666X	FY26 MONTHLY VEHICLE GPS TRACKING- MAR'26				\$694.30
	WATER TREATMENT	SOFTWARE/SAAS - IMAGERY/TRACKING	75.44		
	WASTEWATER TREATMENT	SOFTWARE/SAAS - IMAGERY/TRACKING	60.11		
	WASTEWATER COLLECTIONS	SOFTWARE/SAAS - IMAGERY/TRACKING	58.34		
	WATER DISTRIBUTION	SOFTWARE/SAAS - IMAGERY/TRACKING	105.14		
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - IMAGERY/TRACKING	395.27		
<b>Total For: AT&amp;T MOBILITY II, LLC</b>					<b>\$2,580.24</b>

Vendor: AVISTA UTILITIES

0838870000	03/2 MONTHLY UTILITIES 02/20/26-03/23/26 ONTARIO				\$53.86
	GENERAL GOVERNMENT PROJECTS	ELECTRICITY	53.86		
4707730000	03.2 MONTHLY UTILITIES 02.24.26-03.25.26 (FY26)				\$44,047.16
	GOVERNMENT BUILDING & GROUNDS DIVISION	ELECTRICITY	2,547.53		
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	23.32		
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	110.08		
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	592.99		
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	20.38		

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 5.
	GOVERNMENT BUILDING & GROUNDS DIVISION	ELECTRICITY	255.54		
	STREET MAINTENANCE DIVISION	ELECTRICITY	10,711.16		
	STREET MAINTENANCE DIVISION	ELECTRICITY	1,039.33		
	CENTRAL SERVICES DEPARTMENT	ELECTRICITY	212.84		
	GOVERNMENT BUILDING & GROUNDS DIVISION	ELECTRICITY	191.59		
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	96.22		
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	74.12		
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	22.53		
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	1,187.40		
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	1,506.60		
	WATER TREATMENT	ELECTRICITY	8,362.61		
	WASTEWATER COLLECTIONS	ELECTRICITY	1,564.81		
	WASTEWATER TREATMENT	ELECTRICITY	11,702.00		
	RECREATION	ELECTRICITY	20.31		
	JAMES E. RUSSELL SPORTS CENTER FACILITY	ELECTRICITY	3,248.43		
	WATER DISTRIBUTION	ELECTRICITY	557.37		
<b>Total For: AVISTA UTILITIES</b>					<b>\$44,101.02</b>
Vendor: BADGER METER INC					
80232258	WD: BEACON WTR METER READER - MARCH'26 (FY26) + FEB UNBILLED SERV. WATER DISTRIBUTION	SOFTWARE/SAAS - WATER METER READING	641.89		\$641.89
<b>Total For: BADGER METER INC</b>					<b>\$641.89</b>
Vendor: BENNETT LEEN					
PER DIEM T011	PER DIEM T0111 - VAC TRUCK VISIT 3/29/26 - 4/1/26 - CHICAGO IL WATER DISTRIBUTION	TRAINING AND TRAVEL	246.00		\$246.00
REIMB T0111 P	REIMB T0111 - AIRPORT PARKING - SPOKANE WA WATER DISTRIBUTION	TRAINING AND TRAVEL	21.00		\$21.00
<b>Total For: BENNETT LEEN</b>					<b>\$267.00</b>
Vendor: BIG SKY ID CORP					
25024-CO1	A25-3170-2 BRIDGE ST. RETAINING WALL/SIDEWALK - APPLICATION 1 STREET CAPITAL & PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	139,607.15		\$139,607.15
<b>Total For: BIG SKY ID CORP</b>					<b>\$139,607.15</b>
Vendor: BOBCAT OF SPOKANE					
LPSI-104906	ST: BEARINGS (2) & SWEEPER SHIELD (1) + FREIGHT STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	385.28		\$385.28
<b>Total For: BOBCAT OF SPOKANE</b>					<b>\$385.28</b>

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 5.
<b>Vendor: BONNER COUNTY PROSECUTING ATTY</b>					
BCPA088	FY26 - PROSECUTING ATTORNEY SERVICES MAR'26 LEGAL	OTHER PROF SERVICE - LEGAL - CRIMINAL	7,366.66		\$7,366.66
<b>Total For: BONNER COUNTY PROSECUTING ATTY</b>					<b>\$7,366.66</b>
<b>Vendor: BROWN'S NORTHSIDE</b>					
S174284	ST: LED BEACON LIGHTS (8) STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	132.34		\$132.34
S174283	ST: LED RED MARKER LIGHT (4) STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	14.04		\$14.04
<b>Total For: BROWN'S NORTHSIDE</b>					<b>\$146.38</b>
<b>Vendor: CC VENDOR - WELLS FARGO</b>					
112-8400698-95	AMZN: FIRE: USCG APPROVED PFD 1 OF 3 FOR FIRE BOAT FIRE DEPARTMENT - SANDPOINT	OPERATIONAL SUPPLIES/EQUIPMENT	87.29		\$87.29
111-136499-750	AMZN: COAT RACKS - CITY HALL GOVERNMENT BUILDING & GROUNDS DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	44.19		\$44.19
111136	COURTRESERVE SUBSCRIPTION 3/27/2026 - 4/27/2026 JAMES E. RUSSELL SPORTS CENTER FACILITY	SOFTWARE/SAAS - RECTRAC/REC1/TEAMSIDELIN	199.00		\$199.00
112-6837652-81	AMZN: FIRE: AA BATTERIES FOR SCBAS (144 PACK) FIRE DEPARTMENT - SANDPOINT	OPERATIONAL SUPPLIES/EQUIPMENT	64.32		\$64.32
18100881102	HOME DEPOT: FIRE: SHOP TOOLS AND SUPPLIES FIRE DEPARTMENT - SANDPOINT FIRE DEPARTMENT - SANDPOINT	TOOLS OPERATIONAL SUPPLIES/EQUIPMENT	89.00 99.40		\$188.40
018882/9021630	HOME DEPOT: WTP: LOCKBOX (3) WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	113.26		\$113.26
112-5751298-76	AMZN: FIRE: 50 FT 30A 125V SHORE POWER CORD FOR 1191 FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	119.98		\$119.98
114-3110480-16	AMZN: SPD16: DETECTIVE UNIFORMS/CLOTHING & ZIP TIES 1200 PACK POLICE DEPARTMENT POLICE DEPARTMENT	UNIFORM & CLOTHING OPERATIONAL SUPPLIES/EQUIPMENT	581.48 14.99		\$596.47
53950	NGMA MEMBERSHIP THROUGH 03/24/27 - H. FAIRCLOTH CENTRAL SERVICES DEPARTMENT	LICENSES/DUES & SUBSCR (JOB RELATED)	174.00		\$174.00
1523-9843	NRWA: WWTP: E LEARNING EXAM UMC - D. HULL WASTEWATER TREATMENT	TRAINING AND TRAVEL	300.00		\$300.00
112-7031265-90	AMZN: FIRE: AAA BATTERIES FOR SCBAS - RETURN FIRE DEPARTMENT - SANDPOINT	OPERATIONAL SUPPLIES/EQUIPMENT	(54.13)		\$(54.13)
111-1454614-20	AMZN: SHOOTING RANGE BIRCHWOOD TARGETS				\$208

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 5.
	RECREATION	OPERATIONAL SUPPLIES/EQUIPMENT	201.70		
111-8407860-57	AMZN: SHOOTING RANGE HANDGUN DUELING TREE TARGETS RECREATION	OPERATIONAL SUPPLIES/EQUIPMENT	548.78		\$548.78
00244757709211	HARBOR FREIGHT: WWTP: TORQUE WRENCHES & SHOP PRESS WASTEWATER TREATMENT	TOOLS	434.97		\$434.97
20260325000191	ALERT CNTR: ACTIVE ATTCK INTEGRATED RESP RECERT SGT ZIEGLER POLICE DEPARTMENT	TRAINING AND TRAVEL	99.00		\$99.00
0010030172	UPS: WD: TRANSPONDER HEADS SHIPMENT TO GEN PAC WATER DISTRIBUTION	POSTAGE	774.69		\$774.69
111-8094158-65	AMZN: WWTP: TONER PACK FOR PRINTER WASTEWATER COLLECTIONS	OFFICE SUPPLIES/EQUIPMENT	144.98		\$144.98
S260831515468	IDAHO DMV: SPD: PLATE TRANSFER CHEVY SILVERADO '21 POLICE DEPARTMENT	VEHICLE & MACH SUPPLIES/PARTS	5.12		\$5.12
111-9043406-29	AMZN: NAME PLATES FOR ADMINS ON FRONTLINE CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	43.88		\$43.88
107790	NAP: NAME PLATES FOR CLERKS, ATTORNEYS & STAFF (6) CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	184.25		\$184.25
KWEHACP9	PSI EXAMS: IDAHO WATER DISTRIBUTION 2 - B. LEEN WATER DISTRIBUTION	TRAINING AND TRAVEL	108.00		\$108.00
28243525 - T009	HOLIDAY INN: SGT FISHER SFST TRAINING - T0093 - BALANCE POLICE DEPARTMENT	TRAINING AND TRAVEL	537.42		\$537.42
111-3189570-97	AMZN: LAMINATING POUCHES - MEMORIAL PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	53.98		\$53.98
112-3245351-32	AMZN: FELLOWES POWERSHRED 225I & SHREDDER OIL POLICE DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	1,021.70		\$1,021.70
200014314-T011	AIC: SPRING DISTRICT '26 - J. TORREZ - T0110 CITY COUNCIL	TRAINING AND TRAVEL	50.00		\$50.00
111-5874639-17	AMZN: SC: 50AMP TRANSFER SWITCH FOR TV VAN WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	133.99		\$133.99
016893/8525020	HOME DEPOT: WTP: PEX PIPE 1/2 INCH X 10 FT WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	4.73		\$4.73
111-0939304-25	AMZN: COPY PAPER FOR CITY HALL & WWTP WASTEWATER COLLECTIONS CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT OFFICE SUPPLIES/EQUIPMENT	39.06 78.12		\$117.18
20861	STAPLES: SHOP: PAPER PROTECTORS (4) DISTILLED WATER (1) WATER DISTRIBUTION WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT OPERATIONAL SUPPLIES/EQUIPMENT	3.38 3.38		\$10.15

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 5.
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	3.39		
035576/0020086	HOME DEPOT: DISHWASHER SOAP - CITY HALL FIRE DEPT GOVERNMENT BUILDING & GROUNDS DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	44.43		\$44.43
112-7031265-90	AMZN: FIRE: AAA BATTERIES FOR SCBAS FIRE DEPARTMENT - SANDPOINT	OPERATIONAL SUPPLIES/EQUIPMENT	61.12		\$61.12
114-6619658-59	AMZN: AOBABO 34.3 INCHES METAL STORAGE CABINET POLICE DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	84.00		\$84.00
<b>Total For: CC VENDOR - WELLS FARGO</b>					<b>\$6,496.85</b>

Vendor: CHECKR INC

2374122	BACKGROUND SVCS- 2 JER & 1 CS JAMES E. RUSSELL SPORTS CENTER FACILITY	BACKGROUND CHECK SERVICES	15.00		\$137.97
	JAMES E. RUSSELL SPORTS CENTER FACILITY	BACKGROUND CHECK SERVICES	59.98		
	CENTRAL SERVICES DEPARTMENT	BACKGROUND CHECK SERVICES	54.99		
	CENTRAL SERVICES DEPARTMENT	BACKGROUND CHECK SERVICES	1.25		
	CENTRAL SERVICES DEPARTMENT	BACKGROUND CHECK SERVICES	6.75		
<b>Total For: CHECKR INC</b>					<b>\$137.97</b>

Vendor: CLEANOVA US, INC.

2026/F00000144	WWTP: ADDITIONAL BELT PRESS SUPPLIES WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	2,283.54		\$2,781.52
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	497.98		
2026/F00000120	WWTP: BELT PRESS SUPPLIES & FREIGHT WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	1,226.64		\$1,470.10
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	243.46		
<b>Total For: CLEANOVA US, INC.</b>					<b>\$4,251.62</b>

Vendor: CLEARWATER SPRINGS

926790	WWTP: 4/1 GAL STEAMED DIST 03/03/2026 TICKET 926790 WASTEWATER TREATMENT	LABORATORY SUPPLIES	35.00		\$35.00
<b>Total For: CLEARWATER SPRINGS</b>					<b>\$35.00</b>

Vendor: COLEMAN OIL

INV-366863	WWTP: CVX AW ISO 46 - HYDRAULIC OIL (25 GAL) WASTEWATER TREATMENT	VEHICLE & MACH SUPPLIES/PARTS	237.75		\$237.75
CP-0377320	PARKS & PW: MARCH'26 FUEL CHARGES (FY26) STREET MAINTENANCE DIVISION	FUEL - GASOLINE/DIESEL	2,245.92		\$5,648.85
	BUILDING DIVISION	FUEL - GASOLINE/DIESEL	89.48		
	PUBLIC WORKS ADMINISTRATION	FUEL - GASOLINE/DIESEL	47.16		

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 5.
	WATER DISTRIBUTION	FUEL - GASOLINE/DIESEL	1,630.53		
	WASTEWATER COLLECTIONS	FUEL - GASOLINE/DIESEL	294.30		
	WATER TREATMENT	FUEL - GASOLINE/DIESEL	491.80		
	WASTEWATER TREATMENT	FUEL - GASOLINE/DIESEL	267.48		
	PARK MAINTENANCE & CAPITAL	FUEL - GASOLINE/DIESEL	349.31		
	PARK MAINTENANCE & CAPITAL	FUEL - GASOLINE/DIESEL	116.44		
	PARK MAINTENANCE & CAPITAL	FUEL - GASOLINE/DIESEL	116.43		
CP-0377350	POLICE: FUEL CHARGES MARCH 2026				\$4,634.37
	POLICE DEPARTMENT	FUEL - GASOLINE/DIESEL	193.69		
	POLICE DEPARTMENT	FUEL - GASOLINE/DIESEL	478.64		
	POLICE DEPARTMENT	FUEL - GASOLINE/DIESEL	3,962.04		
CP-0377357	FIRE: MARCH 2026 FUEL CHARGES (FY26)				\$775.10
	FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	255.38		
	FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	460.33		
	FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	59.39		
<b>Total For: COLEMAN OIL</b>					<b>\$11,296.07</b>

Vendor: CONSOLIDATED SUPPLY CO.

S012861306.001	WD: IPS LINE FITTINGS (8) & STIFFENERS (8)				\$386.98
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	386.98		
S012616102.002	WTP: GRANULAR CHLORINE SHOCKER 5 LB BOTTLE (3)				\$163.09
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	163.09		
S012842795.001	WTP: 1" IPS FLANGE (1)				\$28.74
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	28.74		
<b>Total For: CONSOLIDATED SUPPLY CO.</b>					<b>\$578.81</b>

Vendor: CO-OP GAS & SUPPLY CO.

33351	SC: ANCHOR & SCREWS				\$4.08
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	4.08		
32131	SHOP: TIDE PODS 43 PACK				\$12.49
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	4.16		
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	4.16		
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	4.17		
49326	SC: SCREWS & VELCO STRIPS				\$8.55
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	8.55		
76728	WTP: MASON JARS 12 PACK & GLOVES				\$36.98
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	36.98		
32116	SC: BOLTS (2) & XL SPONGES (2)				

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 5.
33931	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	9.66		
	SC: CLEANING SUPPLIES				\$16.58
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	16.58		
<b>Total For: CO-OP GAS &amp; SUPPLY CO.</b>					<b>\$88.34</b>
Vendor: COREY COON					
PER DIEM T010	PER DIEM T0104 - OEDEWALT GRADUATION POST - BOSIE ID 4/9/26-4/10/26				\$129.00
	POLICE DEPARTMENT	TRAINING AND TRAVEL	129.00		
<b>Total For: COREY COON</b>					<b>\$129.00</b>
Vendor: CULLIGAN LLC					
695182 03/28/26	WWTP: MNTHLY H2O & COOLER - MAR DEL APRIL'26 RNTL				\$34.80
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	34.80		
<b>Total For: CULLIGAN LLC</b>					<b>\$34.80</b>
Vendor: EMSCONNECT					
15232	EMS & FIRE TRAINING SUBSCRIPTIONS (10) APRIL'26				\$75.00
	FIRE DEPARTMENT - SANDPOINT	LICENSES/DUES & SUBSCR (JOB RELATED)	75.00		
<b>Total For: EMSCONNECT</b>					<b>\$75.00</b>
Vendor: FASTENAL COMPANY					
IDCOE233328	ST: 17 OZ FLUORESCENT GREEN MARKING PAINT (12)				\$63.36
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	63.36		
IDCOE232972	WD: COLORED FLAG MARKERS (600) & BLU MARKING PAINT (12)				\$145.28
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	145.28		
<b>Total For: FASTENAL COMPANY</b>					<b>\$208.64</b>
Vendor: FATBEAM LLC					
68144	INTERNET SRVCS - CITY HALL APR'26				\$627.95
	INFORMATION TECHNOLOGY DIVISION	INTERNET - FIBER/T1	627.95		
68330	FIBER MNTHLY INTERNET SRVC AT JER - APR'26				\$395.00
	JAMES E. RUSSELL SPORTS CENTER FACILITY	INTERNET - FIBER/T1	395.00		
<b>Total For: FATBEAM LLC</b>					<b>\$1,022.95</b>
Vendor: FIRST COMMUNICATIONS LLC					
129019511	LONG DISTANCE PHONE CHGS - APR'26				\$52.86
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - LANDLINE & OTHER	52.86		
<b>Total For: FIRST COMMUNICATIONS LLC</b>					<b>\$52.86</b>
Vendor: GENERAL PACIFIC INC					
1540067	WD: IR ACTIVATION DEVICES (2) KIT, BRACKET AND TOOL				\$390.00
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	390.00		

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 5.
<b>Total For: GENERAL PACIFIC INC</b>					<b>\$390.00</b>
Vendor: GRAINGER INC					
9855593787	WWTP: TP, DETERGENT, CLEANERS & TOWELS WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	520.37		\$520.37
9855333150	WWTP: PAPER TOWEL ROLL 12 PACK WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	60.30		\$60.30
9853778182	WTP: 2" CHECK VALVE TUBING & NYLON TUBING WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	26.75		\$26.75
<b>Total For: GRAINGER INC</b>					<b>\$607.42</b>
Vendor: GRIPTION TIRES INC					
76635	TRAVERS: LAWN TIRE MOUNTING & TIRE DISPOSAL PARK MAINTENANCE & CAPITAL	SERVICES - AUTOMOTIVE - R&M	29.50		\$29.50
<b>Total For: GRIPTION TIRES INC</b>					<b>\$29.50</b>
Vendor: HACH COMPANY					
14936779	WTP: AUTOMATIC CLEANING MODULE TU5 (ROW) & FREIGHT WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	1,244.54		\$1,244.54
<b>Total For: HACH COMPANY</b>					<b>\$1,244.54</b>
Vendor: HENRY SCHEIN INC					
55151848	FIRE: PULSE OXIMETER (1) FIRE DEPARTMENT - SANDPOINT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	32.53		\$32.53
<b>Total For: HENRY SCHEIN INC</b>					<b>\$32.53</b>
Vendor: INNOVATE! INC.					
SI06091	A25-1920-1 GIS SUPPORT SERVICES - MAR'26 INFORMATION TECHNOLOGY DIVISION	TECH SERVICES - GIS SERVICES	201.18		\$2,977.19
	PUBLIC WORKS ADMINISTRATION	TECH SERVICES - GIS SERVICES	536.48		
	WATER DISTRIBUTION	TECH SERVICES - GIS SERVICES	1,119.77		
	WASTEWATER COLLECTIONS	TECH SERVICES - GIS SERVICES	1,119.76		
<b>Total For: INNOVATE! INC.</b>					<b>\$2,977.19</b>
Vendor: INSIGHT DISTRIBUTING INC					
0551206-IN	FIRE HOUSE: DISH SOAP CASE (1) & LAUNDRY DET (4 GAL) GOVERNMENT BUILDING & GROUNDS DIVISION	FACILITY SUPPLIES	122.85		\$122.85
0550421-IN	CH: CASE TP ROLLS 12/1000 (4), TRASH BAGS (2) TOWEL ROLLS (2) & HAND WASH GOVERNMENT BUILDING & GROUNDS DIVISION	FACILITY SUPPLIES	718.43		\$718.43
0550426-IN	JER: RESTROOM & CUSTODIAL SUPPLIES JAMES E. RUSSELL SPORTS CENTER FACILITY	FACILITY SUPPLIES	1,035.29		\$1,035.29

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 5.
0550429-IN	LAKEVIEW PARK: BATHROOM SUPPLIES PARK MAINTENANCE & CAPITAL	FACILITY SUPPLIES	983.08		\$983.08
0550435-IN	MEMORIAL: CASE OF TP (10), TRASH BAGS, TOWELS, SOAP & DISINFECTANT PARK MAINTENANCE & CAPITAL	FACILITY SUPPLIES	1,219.87		\$1,219.87
0550441-IN	BYWAY: TP CASES (6), TOWELS (2), SOAP (2), DISINFECTANTS (4) & GLOVES PARK MAINTENANCE & CAPITAL	FACILITY SUPPLIES	729.38		\$729.38
0550442-IN	JEFF JONES: TP CASE (6) TRASH BAGS (1) TOWELS (2) DISINFECTANT (2) PARK MAINTENANCE & CAPITAL	FACILITY SUPPLIES	537.92		\$537.92
0550443-IN	CITY BEACH: TP CASE (10) TRASH BAGS (3) TOWELS (4) DISINFECTANT (2) PARK MAINTENANCE & CAPITAL	FACILITY SUPPLIES	920.25		\$920.25
0550445-IN	FIRE: CUSTODIAL SUPPLIES TP, SOAP, TOWELS, TRASH BAGS & SPONGES GOVERNMENT BUILDING & GROUNDS DIVISION	FACILITY SUPPLIES	452.26		\$452.26
<b>Total For: INSIGHT DISTRIBUTING INC</b>					<b>\$6,719.33</b>
Vendor: INTERMOUNTAIN SIGN & SAFETY LLC					
22349	ST: STREET SIGNS (2) STREET MAINTENANCE DIVISION	SIGNAGE SUPPLIES/EQUIPMENT	250.00		\$250.00
<b>Total For: INTERMOUNTAIN SIGN &amp; SAFETY LLC</b>					<b>\$250.00</b>
Vendor: INTERSTATE CONCRETE & ASPHALT					
1118053	ST: FULL SIZE ECOLOGY BLOCK (4) STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	260.00		\$260.00
1117764	ST: ECOLOGY BLOCKS FULL (12) HALF (2) STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	890.00		\$890.00
<b>Total For: INTERSTATE CONCRETE &amp; ASPHALT</b>					<b>\$1,150.00</b>
Vendor: JARED RYAN SUNDBERG					
2272	FIRE: FRONT AXLE & POWER STEERING PUMP REPAIR - 1161 FIRE DEPARTMENT - SANDPOINT	SERVICES - AUTOMOTIVE - R&M	1,426.83		\$1,426.83
<b>Total For: JARED RYAN SUNDBERG</b>					<b>\$1,426.83</b>
Vendor: JOE TATE					
PER DIEM T010	PER DIEM T0106 - MILEAGE - AIC SPRING DISTRICT 4/14/2026 CITY COUNCIL	TRAINING AND TRAVEL	64.16		\$64.16
<b>Total For: JOE TATE</b>					<b>\$64.16</b>
Vendor: KELLER ASSOCIATES INC					
0255385	WWTP PRELIMINARY ENGINEER REPORT 08-24-25-02-21-26 WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	19,640.00		\$19,640.00
<b>Total For: KELLER ASSOCIATES INC</b>					<b>\$19,640.00</b>
Vendor: KELLEY CREATE					

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 5.
41597111	SPD: COPIER LEASE - MARCH 2026 - 03/27/2026 POLICE DEPARTMENT	COPIER LEASE	261.02		
			<b>Total For: KELLEY CREATE</b>		<b>\$261.02</b>
<b>Vendor: KG &amp; T SEPTIC INC</b>					
61589	KG&T PORTABLE TOILET RENTAL 3/2/26-3/29/26 PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	300.00		\$1,400.00
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	326.00		
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	316.00		
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	326.00		
	WATER TREATMENT	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	132.00		
			<b>Total For: KG &amp; T SEPTIC INC</b>		<b>\$1,400.00</b>
<b>Vendor: KODIAK ADVERTISING</b>					
3585	TRAVERS: 8X10 ENGRAVED PLAQUE (PICNIC SHELTER SPONSORS) PARK MAINTENANCE & CAPITAL	SIGNAGE SUPPLIES/EQUIPMENT	190.00		\$190.00
			<b>Total For: KODIAK ADVERTISING</b>		<b>\$190.00</b>
<b>Vendor: Legacy Heating and Cooling</b>					
36695725	CITY HALL: ANNUAL SPRING MINI SPLIT MAINTENANCE & CLEANING GOVERNMENT BUILDING & GROUNDS DIVISION	SERVICES - BUILDING - R&M	1,500.00		\$1,500.00
36365993	WWTP: 2ND FLOOR THERMOSTAT REPAIR WASTEWATER TREATMENT	SERVICES - BUILDING - R&M	554.52		\$554.52
			<b>Total For: Legacy Heating and Cooling</b>		<b>\$2,054.52</b>
<b>Vendor: LES SCHWAB TIRE CENTER</b>					
10800960089	WWTP: TIRE PRESSURE SENSOR REPAIR AND CALIBRATION 2021 GMC CANYON WASTEWATER TREATMENT	SERVICES - AUTOMOTIVE - R&M	68.38		\$68.38
			<b>Total For: LES SCHWAB TIRE CENTER</b>		<b>\$68.38</b>
<b>Vendor: MES SERVICE COMPANY</b>					
IN2467347	FIRE: ANNUAL SCBA FLOWTESTING (21 UNITS) FIRE DEPARTMENT - SANDPOINT	SERVICES - EQUIPMENT - R&M	1,155.00		\$1,155.00
IN2467353	FIRE: AIR SAMPLE AND COMPRESSOR CALIBRATION/SERVICE FIRE DEPARTMENT - SANDPOINT	SERVICES - EQUIPMENT - R&M	300.00		\$300.00
			<b>Total For: MES SERVICE COMPANY</b>		<b>\$1,455.00</b>
<b>Vendor: NAPA AUTO PARTS</b>					
273432	ST: WIPER BLADES (2) FOR RAM CREW CAB STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	30.98		\$30.98
273781	ST: WIPER BLADES (2) OIL FILTER (1) FOR GMC 1 TON				\$ 15

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 5.
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	37.98		
<b>Total For: NAPA AUTO PARTS</b>					<b>\$68.96</b>

Vendor: NINJAONE, LLC

INV8826200541	ADVANCED PRO & NETWORK MGT. ADDON 04/01-04/30/26 INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SASS - RMM/REMOTE SOFTWARE	56.60		\$56.60
<b>Total For: NINJAONE, LLC</b>					<b>\$56.60</b>

Vendor: NORTH 40 OUTFITTERS

051630/B	WTP: MILWAUKEE HACKZALL & 5AH BATTERY & EXT. CORD 9' WATER TREATMENT	TOOLS	427.99		\$427.99
<b>Total For: NORTH 40 OUTFITTERS</b>					<b>\$427.99</b>

Vendor: NORTHERN LIGHTS

94202 03-30-26	WTP: 295 WOODLAND DR ELECTRIC 03-30-26 (FY26) WATER TREATMENT	ELECTRICITY	123.69		\$123.69
94200 03-30-26	WTP: 856 SCHWEITZER MTN RD 94200 03-30-26 (FY26) WATER TREATMENT	ELECTRICITY	1,307.65		\$1,307.65
3521202 03-30-2	WWC: ELECTRICITY AIRPRK LIFT STATION 3521202 03-30-26 (FY26) WASTEWATER COLLECTIONS	ELECTRICITY	81.67		\$81.67
3521201 03-30-2	WWC: BOYER AVE JAIL LFT STN N ELECTRIC 03-30-26 (FY26) WASTEWATER COLLECTIONS	ELECTRICITY	81.15		\$81.15
50430350 03-30-	WC: ELECTRICITY 3200 GREAT NORTHERN RD 50430350 03-30-26 (FY26) WASTEWATER COLLECTIONS	ELECTRICITY	59.78		\$59.78
50278925 03-30-	ST: SPRING HAVEN LIGHTS (BOYER & JENNY) 50278925 03-30-26 (FY26) STREET MAINTENANCE DIVISION	ELECTRICITY	48.16		\$48.16
50242287 03-30-	ST: GRAND VIEW STREET LIGHTS 50242287 03-30-26 (FY26) STREET MAINTENANCE DIVISION	ELECTRICITY	23.67		\$23.67
3521203 03-30-2	BALDY MNT RADIO SITE 1 ELECTRIC 3521203 03-30-26 (FY26) GENERAL GOVERNMENT PROJECTS	ELECTRICITY	92.12		\$92.12
94201 03-30-26	WTP: 300 WOODLAND DR ELECTRIC 03-30-26 (FY26) WATER TREATMENT	ELECTRICITY	415.77		\$415.77
<b>Total For: NORTHERN LIGHTS</b>					<b>\$2,233.66</b>

Vendor: NORTHWEST PLAYGROUND EQUIP INC

56870	BEACH: 80 CY CERTIFIED SAFTEY WOOD FOR SWING SETS PARK MAINTENANCE & CAPITAL	SERVICES - GROUNDS - R&M	1,120.00		\$2,773.89
	PARK MAINTENANCE & CAPITAL	SERVICES - GROUNDS - R&M	1,653.89		
<b>Total For: NORTHWEST PLAYGROUND EQUIP INC</b>					<b>\$2,773.89</b>

Vendor: ONE CALL CONCEPTS, INC

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 5.
60323017	WD/SC: UTILITY LOCATOR SERVICES MARCH'26				\$117.00
	WATER DISTRIBUTION	TELEPHONE - LANDLINE & OTHER	58.50		
	WASTEWATER COLLECTIONS	TELEPHONE - LANDLINE & OTHER	58.50		
<b>Total For: ONE CALL CONCEPTS, INC</b>					<b>\$117.00</b>
Vendor: OXARC INC					
0062256862	WWTP: CI (12) SMALL (3) & GASES (6) CYLINDER RENTALS				\$167.27
	WASTEWATER TREATMENT	CHEMICAL SUPPLIES	167.27		
0032545790	WD: FLAP WHEELS (6) PROTECTIVE GLOVES (3)				\$74.45
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	74.45		
0062258647	WTP: CYLINDER RENTALS CL (9) SMALL (3) HP (1)				\$162.55
	WATER TREATMENT	CHEMICAL SUPPLIES	162.55		
<b>Total For: OXARC INC</b>					<b>\$404.27</b>
Vendor: PACIFIC STEEL & RECYCLING					
9291515	ST: PAINT AND 71' 1/2" STEEL COLD ROLL BAR FOR BROOM BOX				\$26.80
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	26.80		
<b>Total For: PACIFIC STEEL &amp; RECYCLING</b>					<b>\$26.80</b>
Vendor: PACWEST MACHINERY LLC					
30432634	ST: SWEEPER REPAIRS - TYMCO 600				\$10,718.15
	STREET MAINTENANCE DIVISION	SERVICES - EQUIPMENT - R&M	3,588.57		
	STREET MAINTENANCE DIVISION	SERVICES - EQUIPMENT - R&M	6,312.50		
	STREET MAINTENANCE DIVISION	SERVICES - EQUIPMENT - R&M	495.05		
	STREET MAINTENANCE DIVISION	SERVICES - EQUIPMENT - R&M	297.03		
	STREET MAINTENANCE DIVISION	SERVICES - EQUIPMENT - R&M	25.00		
30432771	ST: ONE WAY VALVE (2) FOR 600BAH STREET SWEEPER				\$306.45
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	306.45		
<b>Total For: PACWEST MACHINERY LLC</b>					<b>\$11,024.60</b>
Vendor: PASSWORD ANSWER SERVICE INC					
000039-800-551	ANSWERING SERVICES AGREEMENT - APRIL'26 (FY26)				\$196.60
	PUBLIC WORKS ADMINISTRATION	TELEPHONE - LANDLINE & OTHER	196.60		
<b>Total For: PASSWORD ANSWER SERVICE INC</b>					<b>\$196.60</b>
Vendor: PELICANCORP ONE CALL INC					
INV-1700	MONTHLY UTILITY LOCATOR SERVICES JAN'26				\$6.30
	WATER DISTRIBUTION	TELEPHONE - LANDLINE & OTHER	3.15		
	WASTEWATER COLLECTIONS	TELEPHONE - LANDLINE & OTHER	3.15		
<b>Total For: PELICANCORP ONE CALL INC</b>					

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv
<b>Vendor: PIERCE AUTO CENTER</b>				
6618 - 26-1690	CUSTOM BUILT 2026 - 2500 TRADESMAN CREW CAB 4X4 STREET MAINTENANCE DIVISION	VIN84236 CAPITAL VEHICLES	51,700.00	\$51,700.00
			<b>Total For: PIERCE AUTO CENTER</b>	<b>\$51,700.00</b>
<b>Vendor: PORTMAN SQUARE GROUP LLC</b>				
1412	WWTP: COMMUNITY OUTREACH WWTP BOND WASTEWATER CAPITAL PROJECTS	TECH SERVICES - PLANNING	29,000.00	\$35,340.00
	WASTEWATER CAPITAL PROJECTS	TECH SERVICES - PLANNING	70.00	
	WASTEWATER CAPITAL PROJECTS	TECH SERVICES - PLANNING	6,136.00	
	WASTEWATER CAPITAL PROJECTS	TECH SERVICES - PLANNING	75.00	
	WASTEWATER CAPITAL PROJECTS	TECH SERVICES - PLANNING	59.00	
			<b>Total For: PORTMAN SQUARE GROUP LLC</b>	<b>\$35,340.00</b>
<b>Vendor: PREMIER ELECTRIC MOTORS</b>				
12637	WWTP: REPLACEMENT BLOWER MOTOR 100 HORSE WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	10,815.00	\$13,365.00
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	2,265.00	
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	285.00	
			<b>Total For: PREMIER ELECTRIC MOTORS</b>	<b>\$13,365.00</b>
<b>Vendor: RWC INTERNATIONAL, LLC</b>				
XA106114780:01	WD: BRUSHLESS PUMPS & AIR SENSOR FOR DUMPTRUCK WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	1,387.83	\$1,387.83
XA106114777:01	WD: BRUSHLESS PUMP RETURN 106N/1891305C94 WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	(312.75)	\$(312.75)
XA106114783:01	WD: FUEL FILTER WATER SEPARATOR FOR DUMP TRUCK WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	81.28	\$81.28
XA106114775:01	WD: VALVE ASSEMBLY & REGULATOR + FREIGHT WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	696.13	\$696.13
RA106018157:01	WD: FUEL PUMP MAINTENANCE - DUMP TRUCK WATER DISTRIBUTION	SERVICES - AUTOMOTIVE - R&M	1,352.94	\$1,352.94
			<b>Total For: RWC INTERNATIONAL, LLC</b>	<b>\$3,205.43</b>
<b>Vendor: SANDPOINT SUPER DRUG</b>				
37742/1	SHOP: CLEANING SUPPLIES & OFFICE SUPPLIES STREET MAINTENANCE DIVISION	OFFICE SUPPLIES/EQUIPMENT	31.59	\$94.76
	WATER DISTRIBUTION	OFFICE SUPPLIES/EQUIPMENT	31.59	
	WASTEWATER COLLECTIONS	OFFICE SUPPLIES/EQUIPMENT	31.58	

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 5.
37767/1	SC: BABY WIPES PUMP DEMO TEST WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	9.59		\$9.59
<b>Total For: SANDPOINT SUPER DRUG</b>					<b>\$104.35</b>
Vendor: SARAH LEE					
CIT #92324777	DISMISSED CITATION # 92324777 - REFUND UNCLASSIFIED	PARKING FINES	50.00		\$50.00
<b>Total For: SARAH LEE</b>					<b>\$50.00</b>
Vendor: SELKIRK PRESS INC					
23540	SPD: WARNING CITATION BOOKS (40) POLICE DEPARTMENT	PRINTING AND BINDING	265.00		\$265.00
23532	SPD: ACCIDENT REPORT INFO FORMS (1000) POLICE DEPARTMENT	PRINTING AND BINDING	310.00		\$310.00
23530	CSD: BUSINESS CARDS - M. JANE CENTRAL SERVICES DEPARTMENT	PRINTING AND BINDING	29.00		\$29.00
<b>Total For: SELKIRK PRESS INC</b>					<b>\$604.00</b>
Vendor: SHERWIN-WILLIAMS CO					
24662175660426	SHOOTING RANGE: 2 GAL OF SAFETY RED PAINT RECREATION	OPERATIONAL SUPPLIES/EQUIPMENT	89.90		\$89.90
<b>Total For: SHERWIN-WILLIAMS CO</b>					<b>\$89.90</b>
Vendor: SOUTH FORK HARDWARE (PARKS)					
425331	MEMORIAL: 14.5" YELLOW CABLE TIES (2) GRAFFITI REMOVERS (2) PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	59.96		\$59.96
424865	MEMORIAL: SPRAY INDUSTRIAL CHOICE SAFETY (4) PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	32.76		\$32.76
425277	DOWNTOWN: HEX SLEEVE & NUTS/BOLTS - INSTALL STREET MAINTENANCE DIVISION	BIKE RACKS DOWNTOWN OPERATIONAL SUPPLIES/EQUIPMENT	70.79		\$70.79
<b>Total For: SOUTH FORK HARDWARE (PARKS)</b>					<b>\$163.51</b>
Vendor: SOUTH FORK HARDWARE (PUB WKS)					
425912	ST: WORK GLOVES (1) STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	26.99		\$26.99
425707	SHOP: 40 WATT 15 AMP LIGHTBULBS WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	1.43		\$4.29
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	1.43		
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	1.43		
426024	ST: TAPE MEASURE & TRASH CAN 32 GAL STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	76.98		\$76.98

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 5.
<b>Total For: SOUTH FORK HARDWARE (PUB WKS)</b>					<b>\$108.26</b>
Vendor: SPOKANE TESTING SOLUTIONS					
20789	DOT TESTING FEB & MAR'26 - 3 STREETS, 1 UTILITIES, 1 WWTP, 1 WTP STREET MAINTENANCE DIVISION	OTHER PROF SERVICE - MEDICAL	180.00		\$385.00
	WATER DISTRIBUTION	OTHER PROF SERVICE - MEDICAL	60.00		
	WASTEWATER TREATMENT	OTHER PROF SERVICE - MEDICAL	60.00		
	WASTEWATER TREATMENT	OTHER PROF SERVICE - MEDICAL	25.00		
	WATER TREATMENT	OTHER PROF SERVICE - MEDICAL	60.00		
<b>Total For: SPOKANE TESTING SOLUTIONS</b>					<b>\$385.00</b>
Vendor: STANTEC CONSULTING SERVICES INC					
2530941	WWTP: ENGR SERVICES THRU FEB 6TH 2026 WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	25,677.50		\$25,677.50
<b>Total For: STANTEC CONSULTING SERVICES INC</b>					<b>\$25,677.50</b>
Vendor: STEVE CHAMBERLAIN					
PER DIEM T010	PER DIEM T0105 - OEDEWALT GRADUATION POST - BOSIE ID 4/9/26-4/10/26 POLICE DEPARTMENT	TRAINING AND TRAVEL	129.00		\$129.00
<b>Total For: STEVE CHAMBERLAIN</b>					<b>\$129.00</b>
Vendor: TAYLOR & SONS CHEVROLET					
98551	WD: NEW TIRES & FRONT SUS. ALIGNMENT - F250 1FD7X2B6XBEC02501 WATER DISTRIBUTION	SERVICES - AUTOMOTIVE - R&M	408.00		\$1,224.00
	STREET MAINTENANCE DIVISION	SERVICES - AUTOMOTIVE - R&M	408.00		
	WASTEWATER COLLECTIONS	SERVICES - AUTOMOTIVE - R&M	408.00		
98550	WD: NEW TIRES & FRONT SUS. ALIGNMENT - RAM 1500 1C6RRFCG0RN131364 WATER DISTRIBUTION	SERVICES - AUTOMOTIVE - R&M	1,495.95		\$1,495.95
<b>Total For: TAYLOR &amp; SONS CHEVROLET</b>					<b>\$2,719.95</b>
Vendor: TMG SERVICES INC					
0054852-IN	WTP: METER MOUNT DISPLAY (MS612VX) & SHIPPING WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	1,216.71		\$1,216.71
<b>Total For: TMG SERVICES INC</b>					<b>\$1,216.71</b>
Vendor: TORREZ, JOSHUA					
MILEAGE REIM	T0110 - MILEAGE REIMB - AIC SPRING DISTRICT 4/14/2026 CITY COUNCIL	TRAINING AND TRAVEL	64.16		\$64.16
<b>Total For: TORREZ, JOSHUA</b>					<b>\$64.16</b>
Vendor: TRAFFIC SAFETY SUPPLY CO					
INV089812	ST: DBL SIDED RRFB SIGNS, FLY SIGNS, POSTS, SUPPLIES				\$11,500.00

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd Item # 5.
	STREET MAINTENANCE DIVISION	SIGNAGE SUPPLIES/EQUIPMENT	8,009.40	
	STREET MAINTENANCE DIVISION	SIGNAGE SUPPLIES/EQUIPMENT	2,148.50	
	STREET MAINTENANCE DIVISION	SIGNAGE SUPPLIES/EQUIPMENT	312.00	
	STREET MAINTENANCE DIVISION	SIGNAGE SUPPLIES/EQUIPMENT	582.24	
	STREET MAINTENANCE DIVISION	SIGNAGE SUPPLIES/EQUIPMENT	121.56	
	STREET MAINTENANCE DIVISION	SIGNAGE SUPPLIES/EQUIPMENT	121.56	
	STREET MAINTENANCE DIVISION	SIGNAGE SUPPLIES/EQUIPMENT	206.24	
<b>Total For: TRAFFIC SAFETY SUPPLY CO</b>				<b>\$11,501.50</b>
Vendor: TRANSUNION RISK AND ALTERNATIVE				
5922531-202603	SPD: TRANSUNION - BACKGROUND CHECK SERVICES MAR'26			\$135.00
	POLICE DEPARTMENT	BACKGROUND CHECK SERVICES	135.00	
<b>Total For: TRANSUNION RISK AND ALTERNATIVE</b>				<b>\$135.00</b>
Vendor: TROJAN TECHNOLOGIES CORP				
200/50012232	WTP: REPLACEMENT SOLENOID FOR PUMPS & FREIGHT CHARGES			\$1,374.41
	WATER TREATMENT	FACILITY SUPPLIES	1,340.00	
	WATER TREATMENT	FACILITY SUPPLIES	34.41	
<b>Total For: TROJAN TECHNOLOGIES CORP</b>				<b>\$1,374.41</b>
Vendor: UPS				
00005616F6485	ST: LATE FEE FOR 00005616F6455 - SWITCHES FOR SWEEPER			\$8.17
	STREET MAINTENANCE DIVISION	POSTAGE	8.17	
<b>Total For: UPS</b>				<b>\$8.17</b>
Vendor: USA BLUE BOOK				
INV01010643	WWTP: 5 MIL NITRILE GLOVES 100 PACK (4) AND HACH ELECTRODE SOL 500 ML			\$180.37
	WASTEWATER TREATMENT	LABORATORY SUPPLIES	180.37	
<b>Total For: USA BLUE BOOK</b>				<b>\$180.37</b>
Vendor: VERIZON WIRELESS				
6139032434	VZ WIRELESS PHONE/DATA CHGS 02.21.26-03.20.26			\$121.26
	WATER DISTRIBUTION	TELEPHONE - WIRELESS	39.39	
	WASTEWATER TREATMENT	TELEPHONE - WIRELESS	38.73	
	WASTEWATER COLLECTIONS	TELEPHONE - WIRELESS	43.14	
<b>Total For: VERIZON WIRELESS</b>				<b>\$121.26</b>
Vendor: WES ALBIN				
REIMB030526	BOOT REIMB - W. ALBIN FY'26			\$125.00
	STREET MAINTENANCE DIVISION	UNIFORM & CLOTHING	125.00	
<b>Total For: WES ALBIN</b>				<b>\$125.00</b>

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv	Item # 5.
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Vendor: WESTERN EQUIPMENT DISTRIBUTORS

INV146101	ALL PARKS: BELT ELECTRIC CLTCH - HARPER VAC PART PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	39.56		\$39.56
<b>Total For: WESTERN EQUIPMENT DISTRIBUTORS</b>					<b>\$39.56</b>

Vendor: WESTERN STATES EQUIPMENT CO

IN003554797	ST: 5 GAL HYDRAULIC OIL 10W STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	126.50		\$126.50
IN003554807	ST: AIR FILTERS (2) FOR LOADER STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	143.89		\$143.89
<b>Total For: WESTERN STATES EQUIPMENT CO</b>					<b>\$270.39</b>

Vendor: ZIPLY FIBER

3469 03.25.26	3469 - PHONE CHGS - TURTLE ROCK 03.25.26-04.24.26 WATER TREATMENT	TELEPHONE - LANDLINE & OTHER	61.58		\$61.58
6269 03.22.26	6269 - PHONE CHGS - 911 TRANSFER 03.22.26-04.21.26 POLICE DEPARTMENT	TELEPHONE - LANDLINE & OTHER	13.80		\$13.80
<b>Total For: ZIPLY FIBER</b>					<b>\$75.38</b>

**Grand Total: \$451,770.28**

Councilor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Councilor Name:     **Pam Duquette**



## AGENDA REPORT

### City Council Meeting

**TODAY'S DATE:** April 06, 2026

**MEETING DATE:** April 15, 2026

**TO:** City Council

**FROM:** Cheryl Hughes, Central Services Director

**SUBJECT:** Approve Memorandum of Understanding amending the 2024-2027 Collective Bargaining Agreement with the International Association of Firefighters Local 2319

#### DESCRIPTION/BACKGROUND:

The City entered into a Collective Bargaining Agreement (CBA) with the International Association of Firefighters Local 2319 effective October 01, 2024 and terminating September 30, 2027 and amended January 08, 2025. It has been recognized that the updated City Personnel Policy that is part of the CBA was not updated within the CBA after Council approval. This MOU will incorporate those Personnel Policy changes into the CBA. The changes were Separation from Service (Non-Retirement) and Separation from Service (Retirement), clarifying how PTO payouts shall be paid upon separation. The verbiage on the MOU is verbiage from the City's Personnel Policy.

#### STAFF RECOMMENDATION:

Staff recommends City Council consider approving the Memorandum of Understanding Amendment to the 2024-2027 Collective Bargaining Agreement with the International Association of Firefighters Local 2319 adding the updated language in the City's Personnel Policy for Separation from Service (Non-Retirement) and Separation from Service (Non-Retirement) identifying how PTO payouts shall be made upon separation.

#### ACTION:

Staff asks City Council to approve Memorandum of Understanding amending the 2024-2027 Collective Bargaining Agreement with the International Association of Firefighters Local 2319 adding the updated language in the City's Personnel Policy for Separation from Service (Non-Retirement) and Separation from Service (Non-Retirement) identifying how PTO payouts shall be made upon separation.

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

#### ATTACHMENTS:

Proposed Resolution

CBA 2024-2027 - Executed

MOU Amendment – CBA 2024-2027 – January 2025

MOU Amendment – CBA 2024-2027 – April 2026

No: 26-  
Date: April 15, 2026

RESOLUTION  
OF THE CITY COUNCIL  
CITY OF SANDPOINT

**TITLE: AMENDING THE 2024-2027 COLLECTIVE BARGAINING AGREEMENT (CBA) WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2319 THROUGH A MEMORANDUM OF UNDERSTANDING (MOU) ADDING THE UPDATED LANGUAGE IN THE CITY'S PERSONNEL POLICY THAT IDENTIFIES HOW PAID TIME OFF (PTO) PAYOUTS SHALL BE MADE UPON SEPARATION.**

WHEREAS: The City entered into a Collective Bargaining Agreement (CBA) with the International Association of Firefighters Local 2319 effective October 1, 2024, and terminating September 30, 2027, and subsequently amended on January 8, 2025;

WHEREAS: The City Council approved updates to the City Personnel Policy. It has been recognized that certain updates to the City Personnel Policy were not incorporated into the Collective Bargaining Agreement at the time of approval;

WHEREAS: The omitted updates pertain specifically to provisions regarding Separation from Service (Non-Retirement) and Separation from Service (Retirement), including clarification of how Paid Time Off (PTO) payouts shall be administered upon separation;

WHEREAS: The City and the International Association of Firefighters Local 2319 desire to ensure consistency between the Collective Bargaining Agreement and the City Personnel Policy; and

WHEREAS: A Memorandum of Understanding (MOU) has been prepared to incorporate the relevant Personnel Policy language into the Collective Bargaining Agreement to accurately reflect the intent of the parties;

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the Memorandum of Understanding incorporating the updated Personnel Policy provisions related to Separation from Service and PTO payout into the Collective Bargaining Agreement with the International Association of Firefighters Local 2319; and

BE IT FURTHER RESOLVED THAT: The Mayor, on behalf of the City, is authorized to sign and enter into this Memorandum of Understanding.

\_\_\_\_\_  
Jeremy Grimm, Mayor

ATTEST:

\_\_\_\_\_  
Meri Jane Bohn, City Clerk

No: 25-002  
Date: January 8, 2025

RESOLUTION  
OF THE CITY COUNCIL  
CITY OF SANDPOINT

**TITLE: AMENDING THE 2024-2027 COLLECTIVE BARGAINING AGREEMENT (CBA) WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2319 THROUGH A MEMORANDUM OF UNDERSTANDING (MOU) THAT WILL ADD 12% SWING-UP PAY TO APPENDIX B, FIRE SALARY SCHEDULE**

WHEREAS: On September 4, 2024, under Resolution 24-064, City Council approved the 2024-2027 CBA with IAFF Local 2319, effective October 1, 2024;

WHEREAS: It has been noted and recognized that swing-up pay was not included in the Fire Salary Schedule, Appendix B, as part of the original negotiations for this new labor contract;

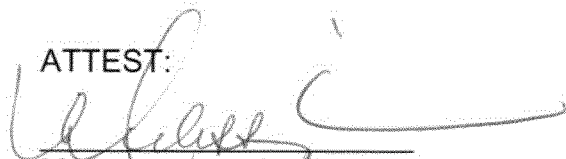
WHEREAS: Swing-Up pay is paid to an employee who "swings up" to a position that needs to be filled due to an absence; and

WHEREAS: This MOU will add 12% Swing-Up pay to the Fire Salary Schedule, reflecting that compensation for swing-up will be 12% of the employee's salary, as negotiated between representatives of the City and Local 2319.

NOW, THEREFORE, BE IT RESOLVED THAT: The 2024-2027 Collective Bargaining Agreement (CBA) with the International Association Of Firefighters Local 2319 is hereby amended through a Memorandum Of Understanding that adds 12% Swing-Up Pay to the Fire Salary Schedule, Appendix B to the CBA, a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

BE IT FURTHER RESOLVED THAT: The Mayor, on behalf of the City, is authorized to sign and enter into this Memorandum of Understanding.

  
\_\_\_\_\_  
Jeremy Grimm, Mayor

ATTEST:  
  
\_\_\_\_\_  
Melissa Ward, City Clerk

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN CITY OF SANDPOINT**  
**AND SELKIRK FIREFIGHTERS LOCAL 2319 SANDPOINT GROUP**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the City of Sandpoint and Selkirk Firefighters Local 2319, Sandpoint Group.
2. **Purpose.** The purpose of this MOU is to amend the Fire Salary Schedule, Appendix B adding Swing Up Pay to the Salary Schedule.

**Salary Schedule, Appendix B, will be amended to:**


Add 12% Swing-Up pay to Salary Schedule, Appendix B, attached hereto for reference.

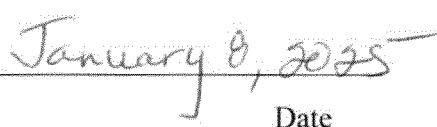
3. **Term of MOU.** This MOU is effective upon effective date of the original Collective Bargaining Agreement 2024-2027 – October 01, 2024.
4. **Responsibilities of the City of Sandpoint.** To acknowledge the amendment of the CBA Article 17 and to process all affected wages for Swing Up Pay beginning October 01, 2024 and pay them retroactively to that date and for all instances going forward through the term of the Collective Bargaining Agreement.
5. **General Provisions**
  - A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
  - B. **Entirety of Agreement.** This MOU, consisting of 3 pages, represents the entire and integrated agreement between the parties regarding the amendment to add 12% Swing Up Pay to Fire Salary Schedule, Appendix B beginning October 01, 2024 and throughout the term as outlined in the Collective Bargaining Agreement.
  - C. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

6. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, and understood, and agreed to the terms and conditions of this MOU as set forth herein.

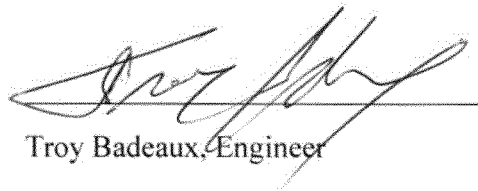
The effective date of this MOU is October 01, 2024.


City of Sandpoint

  
\_\_\_\_\_  
Jeremy Grimm, Mayor

  
\_\_\_\_\_  
Date

Selkirk Firefighters Local 2319

  
\_\_\_\_\_  
Troy Badeaux, Engineer

  
\_\_\_\_\_  
Date

APPENDIX B

Effective October 1, 2024

Step Scale with Longevity built in

Rank/Title	Grade	STEP =									
		1	2	3	4	5	6	7	8	9	10
Captain	3	\$26.55	\$27.08	\$27.62	\$28.17	\$28.74	\$29.31	\$29.90	\$30.50	\$31.11	\$31.73
Engineer	2	\$23.70	\$24.18	\$24.66	\$25.16	\$25.66	\$26.17	\$26.70	\$27.23	\$27.77	\$28.33
Firefighter/Probationary*	1	\$21.17	\$21.59	\$22.02	\$22.46	\$22.91	\$23.37	\$23.84	\$24.31	\$24.80	\$25.29

\*Probationary Firefighter starts at Grade 1 Step 1. On completion of 1 year and probationary task manual a Probationary Firefighter will be promoted to a Firefighter Grade 1 Step 2

12% Increase - Grade/Promotional

2% Increase - Steps

20% Full range width

12% Swing-UP Pay

No: 24-064  
Date: September 4, 2024

RESOLUTION  
OF THE CITY COUNCIL  
CITY OF SANDPOINT

**TITLE: 2024-2027 COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2319**

WHEREAS: The City’s negotiation team, comprised of representatives from the City of Sandpoint and contracted legal services, met with the IAFF Local 2319 negotiation team on Monday, May 13, 2024, to begin contract negotiations, which concluded on Wednesday, July 10, 2024, upon tentative agreements having been reached on all articles of the 2024-2027 Collective Bargaining Agreement with the International Association of Firefighters Local 2319;

WHEREAS: Significant items with actual or potential financial impact include Article 16, Wages/Compensation, which provides for a longevity step salary schedule similar to City’s general salary schedule, with firefighter pay aligned with the general City bi-weekly pay schedule;

WHEREAS: Cost of living adjustments (COLA) will be in accordance with the approval of the annual adopted City budget;

WHEREAS: Under Article 18, the firefighters will participate and enroll in the same medical, dental, and vision insurance coverage offered to all other City employees; and

WHEREAS: Upon ratification by all parties, the new CBA will be effective October 1, 2024, through September 30, 2027.

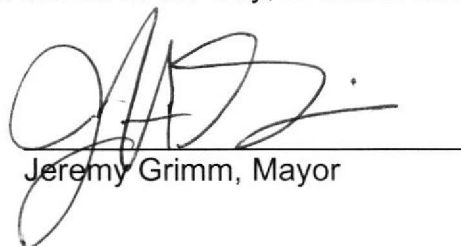
NOW, THEREFORE, BE IT RESOLVED THAT: The 2024-2027 Collective Bargaining Agreement with the IAFF Local 2319, a copy of which is attached hereto and made a part hereof as if fully incorporated herein, is hereby approved.

BE IT FURTHER RESOLVED THAT: The Mayor, on behalf of the City, is authorized to sign and enter into this Agreement.

ATTEST:



Melissa Ward, City Clerk

  
Jeremy Grimm, Mayor

# 2024–2027 COLLECTIVE BARGAINING AGREEMENT

Between the City of Sandpoint,  
. and the International Association of Fire Fighters Local 2319

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## AGREEMENT

The City of Sandpoint, , hereinafter referred to as the City, and the International Association of Fire Fighters Local 2319, hereinafter referred to as the Union, to increase general efficiency, to maintain the existing harmonious relationship between the Union and City, and to promote the morale, rights, and the well-being of the members of the Union, the parties hereby agree as follows:

### ARTICLE 1. TERM OF AGREEMENT

This Agreement shall be effective as of the first day of October 2024 and shall remain in full force and effect until the thirtieth day of September 2027. If a new agreement has not been reached between the City and the Union upon expiration of the Agreement, this Agreement will remain in effect and unchanged until a new agreement is reached.

### ARTICLE 2. RECOGNITION

Pursuant to Title 44, Chapter 18 of the Idaho Code, the City recognizes the Union as the exclusive bargaining agent for all paid Firefighters of the City, except Fire Chief, administrative staff, Volunteer and Reserve Firefighters. The terms and conditions hereof are binding upon and govern and control the rights, benefits, and privileges of each party and their successors and assigns.

### ARTICLE 3. DEFINITIONS

For this Agreement, the following terms, phrases, words, and derivations shall have the meaning given herein. The words "shall" and "will" are always mandatory and not merely directory. Whenever the male gender is used (i.e., he, him, his), the term shall apply equally to males and/or females.

**AUTHORIZED WORK:** Shall be work performed while on duty and shall not include time away from the work environment.

**BUSINESS DAY:** Days when the City is normally open, not including weekends or observed holidays.

**CALLBACK:** Any time a Firefighter is called back to the work environment for unscheduled duty, work, or training.

**FIREFIGHTER:** A Captain, Engineer, Firefighter and Probationary Firefighter.

**HOURS OF WORK:** All that time during which employees are on duty and for which they receive compensation.

**MODIFIED DUTY WORK:** Shall be defined as reporting to perform office, clerical, inspections, or other non-firefighting functions, within the restrictions and/or limitations of a medical provider where applicable, under the direction of the Fire Chief and approved by the HR Manager.

**PROBATIONARY FIREFIGHTER:** A firefighter in the first year of employment.

**SHIFT:** Twenty-four (24) consecutive hours of work for which a Firefighter is compensated.

#### **ARTICLE 4. PREVAILING RIGHTS**

The rights of the Union include, but are not limited to, the rights included in Idaho Code 44-1802 to bargain for wages, hours, and other working conditions and all other terms and conditions of employment.

The rights listed above are subject to the grievance procedure.

#### **ARTICLE 5. MANAGEMENT RIGHTS**

The City shall retain the exclusive right to exercise the regular and customary functions of management, including but not limited to directing the activities of the department; determining levels of budget authority, service, and methods of operation; introduction of new equipment; the right to hire; lay-off for lack of work or funds; transfer; promote, demote; discipline and discharge its employees for just cause; to determine work schedules and assign work.

#### **ARTICLE 6. NO STRIKE**

The Union and the Firefighters agree that during the term of this Agreement they will not cause, encourage, participate in, or support any slow-down or strike against the City or other interruption of or interference with the normal functions of the City. The Union and the Firefighters further agree that during the term of this Agreement, no Firefighter will recognize a picket line of any labor organization while in the performance of his official duties. Violation of this paragraph shall be grounds for disciplinary action.

#### **ARTICLE 7. RULES, REGULATIONS, POLICIES AND PROCEDURES**

The Union agrees that members shall comply with the following: Sandpoint Fire Department Rules and Regulations and City of Sandpoint Personnel Policy Handbook. In the event of a conflict or an inconsistency between the provisions of this Agreement and the above-stated Rules and Regulations or City of Sandpoint Personnel Policy Handbook provisions, the provisions of this Agreement shall prevail, and any such conflict or inconsistency shall be resolved in accordance with the following prevailing order of precedence:

1. Collective Bargaining Agreement.
2. Sandpoint Fire Department Rules and Regulations.
3. City of Sandpoint Personnel Policy Handbook.

The City of Sandpoint shall review and recommend updates to the existing Selkirk Rules and Regulations. Any new and subsequent recommended changes to the City of Sandpoint Personnel

Policy Handbook and Sandpoint Fire Department Rules and Regulations shall be adopted by the legislative body of the .City.

Any changes in or updating of rules and regulations which affect employee rights or terms, and conditions of employment shall be accomplished through mutual written consent of the City and Union during the term of this Agreement.

### **ARTICLE 8. UNION BUSINESS**

The employer agrees to deduct authorized Union dues, fees, and assessment in the amounts specified by the authorized officer of the Union, from the pay of bargaining unit employees upon written authorization by the impacted employee. The employer further agrees to transmit those amounts monthly to the Union. The Union agrees to certify to the employer the dollar amount of authorized dues, fees, and assessments.

1. The City shall provide a maximum of five (5) shifts with pay annually to the Union membership (collectively, not individually) to conduct business deemed necessary to the International Association of Firefighters Local 2319.
  - a. Up to one (1) member per shift of the negotiating team if on duty shall be allowed time off with pay for all negotiation meetings which shall be mutually set by the City and the Union.
  - b. On-duty members serving on a negotiations committee shall respond to all calls received during negotiations meetings.
  - c. Such hours spent conducting Union business shall be accounted for by being recorded on individual timecards.
2. Office supplies, copier paper and use of the City's copy machines are not available to the Union for Union business purposes.

### **ARTICLE 9. SAVINGS CLAUSE**

If any provisions of this Agreement or the application of such provisions should be rendered or declared invalid by any court action, or by reason of existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

### **ARTICLE 10. NON-DISCRIMINATION**

The City and Union agree not to discriminate against any employee for his/her activity on behalf of, or membership/non-membership in, the Union. The City and Union agree that there shall be no discrimination against any employee because of race, color, religion, creed, national origin, ancestry, age, marital status, sex, sexual orientation, or gender identity/expression.

It shall be the policy of the City to hire Firefighters based upon the applicant's education, training, experience, demonstrated skills and abilities, and physical fitness needed for adequate performance in each position.

### **ARTICLE 11. JOB DESCRIPTIONS**

It is the purpose of this article to keep the duties of Firefighters covered under the terms of this Agreement in accordance with duties recognized by the City as those of professional Firefighters.

Where changes occur in job descriptions or duties that fall outside those recognized by the City as those of professional Firefighters, the City recognizes the Union's right to file a grievance. The City agrees that a majority decision of the arbitrators is binding and should that decision direct the City and the Union to bargain for the hours, wages and working conditions prior to implementation of the change in the job description, both parties will immediately enter the negotiating process.

### **ARTICLE 12. RESIDENCY**

The City and Union agree that there shall be no residency requirements.

### **ARTICLE 13. CONSOLIDATION OR MERGER**

This Agreement shall be binding upon the successors of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger or annexation or transfer of either party, or by any change, geographically or otherwise, in the location of place of business of either party hereto.

### **ARTICLE 14. STAFFING LEVELS**

The purpose of this article is to provide sufficient on-duty personnel to provide for safe fire suppression/emergency operations and to staff the fire system to provide the services determined appropriate by the City.

The City shall require no less than two (2) Firefighters covered by the terms of this Agreement to be always on-duty and available for initial response. Minimum staffing shall be as follows:

- Sandpoint Station #1: Two (2) Firefighters consisting of one (1) Captain or acting Captain and one (1) Engineer or acting Engineer.

It is the intent of the City to budget the funds necessary to maintain the minimum staffing program. However, nothing in this article shall limit the City's right to layoff for lack of funds.

A Firefighter must be properly relieved prior to leaving.

### **ARTICLE 15. PERSONNEL REDUCTION**

Personnel reduction is defined as an involuntary separation from employment not involving delinquency, misconduct, inefficiency, or disciplinary action. Whenever such personnel reduction occurs and it becomes necessary to reduce the number of employees within the City, the following regulations shall apply:

1. The person last hired shall be “laid off” first. Not including Temporary, Seasonal, or Part-Time positions.
2. If multiple persons were hired on the same day, the person with the lowest cumulative testing score shall be laid off first.
3. The names of those laid off shall be entered into a recall register in inverse order of their layoff. The recall register shall be signed and dated by the Fire Chief and Agency Administrator at the time of any personnel reductions. The printed copy and a digital backup copy shall be kept in the City’s HR and Union records.
4. When it is desired to again increase the number of personnel, the City shall verify all of those laid off correctly appear on the recall register. Any mailed notifications of recall shall be overnight registered mailed to the individual. Any person who declines to return for employment with the City, or who after ten (10) business days of receipt of mailed recall notice has failed to accept recall of employment, shall be considered permanently separated from the City. It is the responsibility of the employee to keep the City up to date with his/her current contact information.
5. In the event that a previously promoted employee returns to duty, or the number of officers holding that rank is reduced, the last employee promoted shall be returned to the rank he/she held before.
6. Employees who are laid off prior to completion of their probationary period must complete the remainder of their probationary period upon recall.
7. The City must honor the list for a minimum of two (2) years from the time of lay-off.

#### **PART TIME HIRE POLICY**

In the event there is a need for short duration hire, the persons on the inverse laid-off list shall have the option to decline the short duration hire without forfeiting their seniority to be hired for full time positions, when one becomes available. Persons laid off shall have first right of refusal to part-time openings.

### **ARTICLE 16: WAGES/COMPENSATION**

Wages and Compensation shall be paid in accordance with this Article.

#### **A. GENERAL**

1. Wages for each calendar year covering the term of this agreement shall be as set forth in Appendix "B" and shall be paid on a biweekly basis.
2. Direct deposit is required.

#### B. TIMECARDS

1. A timecard, approved by the Firefighter and the designated Officer, is required to calculate and process pay checks for fire personnel. The timecard will consist of a fourteen (14) day pay period.
2. Overtime will be paid each fourteen (14) day pay period.

### ARTICLE 17. HOURS OF DUTY AND OVERTIME

Work schedules for 56-hour shift personnel covered by this agreement shall be in accordance with this Article.

#### A. WORK SCHEDULES

1. Throughout the term of this agreement the forty-eight/ninety-six (48/96) hour work schedule shall be used, which consists of the following recognized shifts: Green(G), Red(R), Blue(B) – Example: GGRRBBGGRRBB. Each employee will work two (2) consecutive twenty-four (24) hour work periods or two (2) "shifts" for a total of forty-eight (48) hours or one (1) "set", followed by ninety-six (96) hours off duty:
  - a. 24 hours on duty
  - b. 24 hours on duty
  - c. 96 hours off duty
2. This schedule averages fifty-six (56) hours in a seven (7) day work week. All hours worked outside of the normal work schedule shall be considered unscheduled overtime hours.
3. 56-hour employees shall normally not work more than seventy-two (72) consecutive hours unless authorized by the Fire Chief, except for emergency call back or extenuating circumstances.
4. Both the City and the Union understand that occasionally staffing may need to be changed temporarily to accommodate any safety issues.

#### B. DUTY SHIFT

Duty shifts for 56-hour employees shall begin at 0800 hours of the duty day and end at 0800 hours the following day.

#### C. OVERTIME PAY FOR 56-HOUR EMPLOYEES

1. Except as provided below, all overtime shall be administered in accordance with the Fair Labor and Standards Act (FLSA).
2. Hours worked in excess of the normal work schedule shall be compensated at one and one half (1-1/2) times the regular hourly rate. For example, in a pay period in which the

normal work scheduled is 96 hours, the employee will be compensated at the overtime rate for all hours worked in excess of 96 hours during that pay period.

3. Time off, for any reason, shall be subtracted from the sum of hours worked for the purpose of calculating scheduled overtime.

#### D. CALL BACK

All employees called in for overtime work on an emergent basis shall be paid at least a two (2) hour minimum at the overtime rate of pay. However, the two (2) hour minimum shall not apply to employees required to attend departmental meetings on their off-duty time and shall be paid only hours worked computed to the nearest one-quarter (1/4) hour. For example, if at any time during the pay cycle, an employee takes PTO and then comes in for an emergency call back, the employee shall be compensated at the overtime rate for the call back.

#### E. HOLDOVER/FORCE HIRE

All employees required to work beyond the end of their regular shift shall be paid at the overtime rate in increments of one-quarter (1/4) hour, to the nearest one-quarter (1/4) hour. For example, if at any time during the pay cycle, an employee takes PTO and then gets force hired, the employee shall be compensated at the overtime rate for the force hire.

### **ARTICLE 18. MEDICAL INSURANCE**

Employees will be covered by the City's medical, dental, and vision plans, which will include multiple plan options, at the same premium contribution rates as all City employees.

### **ARTICLE 19. MEDICAL EXPENSE REIMBURSEMENT PLAN (MERP)**

The focus of the medical expense reimbursement plan (MERP) is to provide help for retirees with medical costs. The City agrees to make pre-tax contributions to the plan on behalf of all employees in the bargaining unit. The contribution shall be a City paid expense. The current amount is \$75 per month, or \$900 per person.

### **ARTICLE 20. DEFERRED COMPENSATION PLAN**

The City agrees to administer the 457 deferred compensation program for the fire department members. The employee agrees to cover any direct fees associated with this program.

### **ARTICLE 21. SOCIAL SECURITY WITHDRAWAL**

As a result of the Sandpoint Firefighters vote to withdraw from coverage under the Social Security system, the City and Union agree as follows:

1. The City agrees to match the members' percentage of base salary wages, up to a six percent (6%) cap per member in lieu of the Social Security tax. These percentages of wages shall be placed in the PERSI Choice Plan. In the event the Social Security obligation for general City employees is reduced, the matching contributions to the Firefighters shall reflect the mandated employer Social Security contribution then in effect. In case of a refund from Social Security, both employee and City shall place monies in PERSI Choice and/or 457 Deferred Compensation Plan.

## **ARTICLE 22. PAID TIME OFF (PTO)**

### **A. PTO PLAN DEFINITION**

The PTO plan is designed to offer employees flexibility and self-management with their paid time off. Employees will be able to use time in their PTO bank in any way they choose when approved by the Officer. This allows the employee to plan and can help reduce unscheduled absences. The program is simple and easy to administer.

### **B. PTO USES**

PTO may be used for any approved absence. A Chief Officer must approve scheduled or unscheduled absences before PTO can be utilized.

### **C. REQUESTING PTO TIME**

1. PTO time can be taken in no less than one (1) hour increments. Coverage for PTO of less than two (2) hours is not subject to the two-hour minimum call back overtime pay.
2. Scheduled absences (for example, medical appointments, trips, family functions, recreational activities) require prior approval. Scheduled absence requests should be submitted for approval at least two (2) weeks prior to the date requested whenever possible. Approvals for scheduled absences are at the Officer's discretion based on the business needs of the City but will not be unreasonably withheld. In cases of duplicate requests for a scheduled absence outside an annual bidding process, approval will be on a first come first considered basis.
3. Unscheduled absence (for example, emergencies or calling in before shift with illness/injury), approval must be requested as soon as possible but no later than one (1) hour before the start of the employee's shift.

### **D. UNAUTHORIZED ABSENCES**

All employees are important to the efficient operation of the department. Our workforce is made up of skilled professionals, who put their talents together to make the department the best it can be. Unauthorized absences by any employee create disruption and hardship for all members of the department.

Unauthorized absences include two types and will be without pay:

1. Excessive Use: When PTO and CAT accounts are depleted (CAT account considered depleted for this unauthorized absence if CAT account is not accessible because of short absence) or after three (3) prior unauthorized absences (fourth occurrence not number of days) in the prior twelve (12) months. For these types of unauthorized absences, the

Chief Officer will follow progressive discipline (counseling, oral reprimand, written reprimand, suspension, termination). Each occurrence (one occurrence can be a few consecutive days when occurrence is an extended absence) of this type of unauthorized absence will advance to the next level of discipline unless the employee is on worker's compensation leave, approved for FMLA, using other benefits/programs as identified in Section J or other mitigating circumstances exist.

2. Abandonment: When employee fails to notify Chief Officer of an absence (for example: leaving work during assigned shift without notice/approval, failure to report to work without notice/approval, failure to follow-up/update Chief Officer of ongoing absence). These types of unauthorized absences are considered an abandonment of one's job and justify severe discipline (suspension/termination).

#### E. ACCRUAL RATES

1. PTO accrual rates for any gaps in service for employees with at least five (5) years of service will be treated as follows:
  - a. If the employee is recalled from a layoff within two (2) years, the employee's prior years of service will be credited.
  - b. If separation was not because of layoff, the employee's prior years of service will be credited only if the employee is rehired within thirty (30) calendar days of separation.
2. Employees separating from service after the start of the second pay period of the month will receive full accrual credit for the pay period.
3. Employees must be in paid status for more than one-half (1/2) of their scheduled workdays during the month in to earn credit for PTO time.
4. Accrual of hours will occur biweekly in the first two (2) pay periods of the month. In months where three (3) pay periods occur, no accruals will be credited in the third pay period.

Years of Service	Per Pay Period	Per Month	Per Year	Maximum
Less than 1 year	14.40	28.80	345.60	691.20
1 year but less than 2 years	14.60	29.20	350.40	700.80
2 years but less than 3 years	14.80	29.60	355.20	710.40
3 years but less than 4 years	15.00	30.00	360.00	720.00
4 years but less than 5 years	15.20	30.40	364.80	729.60
5 years but less than 10 years	16.00	32.00	384.00	768.00
10 years but less than 15 years	17.60	35.20	422.40	844.80
15 years but less than 20 years	19.20	38.40	460.80	921.60
20 years or more	20.80	41.60	499.20	998.40

#### F. CAP/MAXIMUM ACCRUAL

1. PTO account balance cannot exceed two (2) times the annual accrual rate.
2. If the cap is reached, and no PTO is used or cashed out (see Section H - Annual PTO Cash Out/Incentives), additional PTO hours will not be accrued for that pay period.

#### G. CATASTROPHIC (CAT) ACCOUNT

1. The CAT account may be used in the event of a covered serious health condition as defined by the Family Medical Leave Act (FMLA) or worker's compensation injury.
2. Employees who have a covered serious health condition or worker's compensation injury that will require them to be absent for longer than three (3) shifts per condition, are required to notify their Officer and contact Human Resources for approval of CAT leave usage and to apply for FMLA or other benefits/conditions that may apply because of their time off.
3. Employees must first use a minimum of two (2) shifts, or 48 hours, of PTO per condition before CAT leave usage is approved; after which the employee may continue to use available CAT leave hours in lieu of PTO as approved by Human Resources.
4. Employees with a recurring or intermittent condition may use CAT hours in lieu of PTO hours upon approval of Human Resources.
5. CAT leave hours are non-renewable and will be established at conversion only. Additional hours/days shall not be added once the CAT leave bank is exhausted.

#### H. ANNUAL PTO CASH OUT / INCENTIVES

Employees have the option once per calendar year to cash out up to seventy-two (72) hours of PTO. Requests for cash out must be submitted in writing to Payroll by January 31st of each year for a cash out to occur in the second pay period of March.

1. Eligibility Requirements
  - a. Must have five (5) years of continuous service as of January 31st in the current calendar year; and
  - b. Must have used a minimum of seventy-two (72) hours of PTO in the previous calendar year; and
  - c. Must have a minimum balance of four hundred eighty (480) hours PTO remaining as of January 31st after the cash out is submitted; and
  - d. Must have direct compensation less than the current Social Security Old Age Survivors and Disability (OASDI) benefit base.
2. Cash-Out Distributions
  - a. Employees may select distribution as additional cash compensation or direct payment to 457 Deferred Compensation retirement account.
  - b. If an employee's PTO balance drops below four hundred eighty (480) hours when it is processed, then the cash-out hours and corresponding distribution will be reduced accordingly.

- c. Employees will receive distributions on the last paycheck in March of the current calendar year.

#### I. SEPARATION FROM SERVICE

##### 1. PTO Payout

- a. Employees will be paid out for all accrued PTO hours, as outlined below and subject to authorized deductions, when they separate from service.
- b. Upon separation from service for any reason other than retirement, PTO payouts may be made in the form of direct compensation to the employee or contribution as an elective deferral into the employee's 457 Deferred Compensation or PERSI Choice account.
- c. Upon separation from service due to retirement, i.e., the employee has reached 55 years of age or PERSI Rule of 80, PTO payouts shall be made in the form of employer contribution to an HRA/VEBA account.

##### 2. CAT Leave Payout

- a. Employees will be paid out for twenty-five percent (25%) of their accrued CAT Leave hours, subject to authorized deductions, when they separate from service for any reason.
- b. CAT Leave payouts are capped at \$5,000 and made in the form of employer contribution to an HRA/VEBA account.

#### J. OTHER BENEFITS / PROGRAMS

##### 1. Long-Term Disability (LTD)

The City provides long-term disability coverage at no cost to employees. In general, the benefits for a payable claim are 60% of the employee's monthly earnings, not to exceed \$5,000.

##### 2. Short-Term Disability (STD)

The City offers voluntary, short-term disability coverage to employees through Aflac. Premium costs for this coverage are paid by the employee.

### ARTICLE 23. HOLIDAYS

All members of the City covered under this Agreement shall be entitled to eleven(11) holidays per year.

New Year's Day  
Human Rights Day  
President's Day  
Memorial Day

Independence Day  
Labor Day  
Columbus Day  
Juneteenth

Veterans Day  
Thanksgiving Day  
Christmas Day

## ARTICLE 24. SHIFT TRADES

The City and Union agree that an employee shall be allowed to exchange a shift with another employee only of the same rank and/or qualifications, when it does not create overtime for the City or interfere with the best interests of the City.

### A. REQUESTS

1. A shift trade must be approved in writing by the designated Officer before the trade occurs.
2. The denial of a shift trade by either an Officer or the employee who is requested to trade shall be final and is not subject to appeal for any reason.
3. .

### B. DOUBLE SHIFTS

For the safety of the public and personnel employed by the City, no Firefighter shall be permitted to work a continuous shift greater than seventy-two (72) hours, except for emergency call back as authorized by the Fire Chief.

### C. RESPONSIBILITY

1. The employee who accepts the shift trade establishes a work obligation and assumes the responsibility for that shift. If the employee cannot work the shift, it will be the employee's responsibility to find a replacement.
2. If it becomes necessary for the City to fill the shift, the person who was scheduled to work pursuant to the approved and agreed upon shift trade shall be responsible for the shift exchange hours. If the City should have to fill a shift exchange due to an employee who agreed to work the exchange being unavailable, that employee will have deducted that number of hours, time-and-a-half if applicable, from their accumulated PTO that the City had to fill the shift.

## ARTICLE 25. LEAVES OF ABSENCE

### A. BEREAVEMENT LEAVE

1. Employees shall be granted up to two (2) shifts off with pay for a death in the employee's family. For the purposes of this section, family shall be defined as:
  - a. Spouse/domestic partner
  - b. Children, stepchildren, grandchildren, guardian children
  - c. Employee or spouse/domestic partner's:
    - i. Parents or stepparents
    - ii. Siblings or stepsiblings
    - iii. Spouse/domestic partner of sibling
    - iv. Grandparents

- d. With approval from the Fire Chief, any individuals whose close association to the employee is equivalent of a family relationship.
2. Only time taken within thirty (30) days prior to or immediately following a death shall qualify as bereavement leave.

## B. PREGNANCY AND PARENTAL LEAVE

### 1. Pregnancy Leave and Accommodations

- a. The City will reasonably accommodate pregnant employees, regardless of disability. Such accommodation will include an offer of light-duty assignment upon receipt of a physician's certification verifying the pregnancy.
- b. Pregnancy disability leave will be granted to pregnant employees upon receipt of a physician's certification stating that they are unable to work, even in a light-duty capacity, due to pregnancy. Pregnancy disability leave is unpaid, though an employee may use accrued PTO or CAT leave during such leave. The employee will continue to receive full benefits from the City for the duration of the pregnancy disability leave, as certified by the employee's physician. At the conclusion of pregnancy disability leave, and any additional parental leave as provided below, the employee shall be returned to the previously held position, including all benefits, seniority, and pay. The employee must have a written physician's release prior to returning to work.
- c. The City will provide nursing employees with reasonable break time from work and a private space to express breast milk during the work day.

### 2. Parental Leave

- a. Regardless of eligibility for FMLA, new parents will be allowed up to twelve weeks of unpaid parental leave for the birth of a child or placement of a child with the employee for adoption or foster care. For employees who are eligible for FMLA, this parental leave will be designated as FMLA leave.
- b. Parental leave is for bonding with the new child for either parent. For a birth parent, this parental bonding leave is in addition to the pregnancy disability leave referenced above.
- c. Parental leave must be taken as one consecutive leave period within one year of the child's birth or placement. It may not be taken on an intermittent or reduced schedule basis, unless approved by the Fire Chief.
- d. Parental leave is unpaid, though an employee may use accrued PTO or CAT leave during such leave. The employee will continue to receive full benefits from the City for the duration of the parental leave. At the conclusion of parental leave, the employee shall be returned to the previously held position, including all benefits, seniority, and pay.

## C. LIMITED DUTY

1. Any Firefighter who is temporarily incapacitated and who has a limited duty statement from his medical doctor may be allowed to return to work to perform any activity agreeable with his medical doctor. The limited duty statement must be in writing and must dictate the activities the firefighter is able to perform and signed by the firefighters' medical doctor.
2. If the sick/injured firefighter reports for modified duty work, he/she must first provide a doctor's release statement, with the necessary information, to the Chief accompanied by a written request asking for permission to report for such duty.
3. If the Chief grants the request, the Chief and the Firefighter will mutually agree to a work schedule, which may be up to a 56-hour schedule if limited duty is provided as a result of an on-the-job injury. The firefighter shall agree to a schedule, a reasonable time in advance so that Management may plan his/her activities. If the limited duty schedule is less than a 56-hour week, the employee may use accrued PTO or CAT leave to make up the difference between their limited-duty schedule and regular schedule.
4. When a mutual work schedule is agreed to by the Firefighter and Chief, the Firefighter must fulfill that obligation to report and perform assigned duties for that period. Failure to do so may result in disciplinary action.

#### D. ON-THE-JOB INJURY

1. Employees are covered by worker's compensation insurance for on-the-job injuries. All on-the-job injuries must be reported to the employee's Officer who will submit an Injury Report Form to Human Resources so that a worker's compensation claim can be filed.
2. Return to full and/or limited duty employment will be authorized on a case-by-case basis in consultation with the Fire Chief and the State Insurance Fund and/or the Idaho Industrial Commission and may require a fitness for duty medical review. An employee who is authorized to perform limited duty work while recovering from an on-the-job injury shall be required to accept the City's offer of any limited duty assignments that are within the employee's physical limitations.
3. State Insurance Fund (SIF) Income Benefits
  - a. To receive income benefits, the time lost from work (disability) must be authorized by an employee's treating physician. Income benefits are payable if an employee is disabled from work more than five (5) calendar days. Benefits are payable from the sixth day after disability unless the employee is hospitalized overnight, or a disability exceeds fourteen (14) days. Under these conditions, benefits are payable from the date of disability. The income benefit received depends on an employee's average weekly wage. Most injured workers will be 67% of their gross wage.
  - b. For an on-the-job injury, the City will supplement the difference between the benefits paid by SIF and the employee's gross pay for up to 10 months from the date of injury or until the employee is determined to be permanently partially or totally disabled, whichever is first. This supplemental payment will be made after the employee provides the payroll accountant with a photocopy of the check received by SIF. If an employee remains unable to return to duty after 10 months, the employee must use accrued CAT leave, if available, or PTO to make up the difference between the benefits paid by SIF and the employee's gross pay.

4. The City will continue to pay the employer portion of the medical benefits, provided the employee continues to pay the employee portion, and the employee's job will be protected as follows:
  - a. For an on-the-job-injury sustained while outside of an incident (such as in training or at the station), the City y will protect the employee's right to return to their position for up to 10 months from the date of injury or until the employee is determined to be permanently partially or totally disabled, whichever is first.
  - b. For an on-the-job injury sustained while enroute to or on-scene of an incident, the City will protect an employee's right to return to their position for up to 12 months from the date of injury or until the employee is determined to be permanently partially or totally disabled, whichever is first.

#### **ARTICLE 26. JURY DUTY**

Any Firefighter who is directed by proper authority to appear as a witness for the Federal Government, the State of Idaho, or a political subdivision thereof, or to attend court or other hearings in connection with his official duties, or to serve as a member of a jury, is not to be considered absent from duty. The wages of the Firefighter will be continued during such court or jury duty and the payment for such duty, earned only on a normal duty day, will be endorsed over to the City.

#### **ARTICLE 27. PROMOTIONS**

The City shall first seek to promote Firefighters from within. All Firefighters covered by the terms of this Agreement will be considered for promotion to vacant positions for which they apply and are qualified. The Union and Fire Chief will review promotional qualifications for each position established and recognized in the Agreement and must agree upon any recommended changes.

##### **A. PROMOTIONAL PROCESS**

1. All promotions to positions within the bargaining unit shall be made using a competitive promotional process, which provides notice and opportunity for qualified employees to apply for the position.
2. A candidate will not be eligible for promotion if on probation because of any disciplinary action.
3. Promoted employees shall receive a performance review by the Fire Chief at least twice during their first six (6) months of probation. Following such reviews, if the Fire Chief determines the employee's performance is unsatisfactory, the employee shall be returned to their former position and pay without prejudice nor loss of seniority.

##### **B. TESTING SCHEDULE AND INTERVIEW PROCESS**

1. Testing for entry-level Firefighter eligibility shall be at the discretion of the City. The process for hiring an entry-level Firefighter will begin immediately after receiving notice that a vacancy will occur.
2. Testing for Captain and Engineer eligibility shall be at the discretion of the City, but the promotional process will begin immediately when a vacancy occurs. The examination shall be announced sixty (60) days before testing.
3. It is expected that each member of the Department becomes qualified to operate in a swing-up status for the rank above the one currently held. If no promotional test is needed, the Department will offer a task book (with test) or a swing-up test to ensure the staffing needs for service delivery can be met. The swing-up list will remain indefinitely. Members on the list will be required to maintain benchmarks through training and the position readiness task book. The swing-up list is not a promotional list.
4. The testing process for all promotional exams will be determined by the Fire Chief and Union.. The Union President will be consulted when changes to the testing process are necessary due to extenuating circumstances.
5. Promotional lists will normally be maintained for two (2) years. There will be no provision to maintain a score from a previous promotional exam.

#### **ARTICLE 28. WORKING OUT OF CLASSIFICATION**

A Firefighter who has successfully passed a qualifying examination for a position above which he normally holds shall be paid the rate assigned to that position for the total hours worked at that classification.

Qualifying examinations will be offered whenever a promotional position is available, or a Firefighter possesses the certifications, training, and experience necessary to carry out the duties of that position.

No Firefighter will be assigned the responsibilities or the duties of a position above which he normally holds without that Firefighter possessing the certifications, training, and/or the experience necessary to carry out the duties of that position.

Temporary assignment will be made upon the recommendation of the Fire Chief.

This article shall not apply when the Firefighter working out of classification is doing so because of having "traded" a day or when working down a Firefighter for training purposes.

#### **ARTICLE 29. DEMOTION NOT RELATED TO PERFORMANCE**

For any demotion that is not a punitive action for performance, the demoted person shall have the first right of refusal to promotion to the previously held position for a period of two (2) years following the demotion.

### **ARTICLE 30. UNIFORM AND PERSONAL PROTECTIVE EQUIPMENT**

The City shall provide to all suppression personnel, uniforms that meet NFPA 1975 minimum requirements for station wear. Under this agreement the City shall provide an annual budget for this purpose which will be managed by the Fire Chief.

The City shall furnish and thereafter maintain respiratory apparatus, gloves, helmets, protective clothing, and other items necessary to preserve and protect the safety and health of firefighters. All protective clothing shall meet the standard, whether existing or promulgated during the term of this agreement, that provides the highest level of protection.

### **ARTICLE 31. NATIONAL GUARD OR MILITARY RESERVE DUTY**

Any firefighter who is a member of the National Guard or any military reserve component of the Armed Forces of the United States (hereinafter the "Reservist") shall upon request be granted leave to attend required military duty. Leave will be requested as far in advance as possible so the Fire Chief can plan accordingly.

Such request will be in writing and will include the approximate beginning and concluding dates of duty, as well as the approximate travel time involved. The City shall pay the regular wages and benefits for any regularly scheduled shifts that coincide with the time the Reservist attends training. The Reservist shall return to work at the start of the next regularly scheduled shift after expiration of the last calendar day necessary to travel home from training or after the Reservist has had reasonable time to rest, not to exceed twelve hours. Any extension of time for rest will be requested by the employee in writing.

If the Reservist is deployed, he/she is deemed to be on a leave of absence and USERRA provides that returning service members are reemployed in the job that they would have attained, had they not been absent for military service, with the same seniority, status and pay, as well as other rights and benefits determined by seniority. The City shall make the employee whole regarding wages and pay the Reservist the difference between military pay and what the Reservist would have received from their normal salary. For service of less than thirty-one (31) days, health care coverage is provided as if the Reservist member had remained employed. Reservists performing military duty of more than thirty (30) days may elect to continue employer-sponsored health care for up to twenty-four (24) months; however, they may be required to pay up to one hundred two percent (102%) of the full premium. All pension plans shall be protected.

### **ARTICLE 32. ORGANIZED MEALS**

Payments by Firefighters to an organized mess that are required of a Firefighter by his immediate superiors at the fire station, irrespective of whether the Firefighter leaves his assigned duty station during the normal twenty-four (24) hour shift and participates in the mess, are expenses directly and proximately related to the active conduct of the Firefighters trade

or business and are deductible. The City does not participate financially in a Firefighters organized mess program.

### **ARTICLE 33. DRUG FREE WORK ENVIRONMENT**

The City is an alcohol and drug free work environment. The misuse of alcohol and/or unlawful use of controlled substances or abuse of prescription drugs may result in workplace accidents, absenteeism, substandard work performance and loss of productivity. The City and Union are also concerned with the adverse effect on the well-being of employees, their families, coworkers, and the public. All employees shall be informed of this policy within Rules and Regulations. The City shall utilize random drug testing which shall be unannounced and scheduled throughout the calendar year as provided in the City's employee work policy.

### **ARTICLE 34. GRIEVANCE PROCEDURES**

Disputes or differences arising between the City and the Union and/or individual members of the Union as to the meaning or application of any provision of this agreement shall be settled in the manner provided herein. For this provision, such a dispute or difference shall be referred to as a "Grievance".

#### **A. GRIEVANCE PROCEDURES**

1. **Step One** – Grievances must be filed with the Union within forty-five (45) calendar days after the event giving rise to the grievance; or having been made aware of the grievance. The Union Grievance Committee, hereinafter referred to as Union, shall within fourteen (14) business days determine if the grievance has merit. If, in their opinion, the grievance does not have merit, no further action shall be necessary. If the employee wishes, he/she may then submit the grievance in writing to the Union body in which case the Union body may override the decision of the grievance Committee regarding the merits of the grievance.
2. **Step Two** – If it is the opinion of the Union that a valid grievance exists, the Union shall present the grievance in writing to the Fire Chief within the fourteen (14) business day timeframe. All parties to such discussions will make a good faith effort to resolve the grievance. The Fire Chief shall give his reply in writing within fourteen (14) business days.
3. **Step Three** – If the grievance has not been resolved in Step One or Step Two, the Union shall present the grievance in writing to the Mayor or designee within fourteen (14) business days after receiving the Fire Chief's written notice. All parties to such discussions will make a good faith effort to resolve the grievance. The Mayor or designee, thereafter, shall give a reply in writing within twenty (20) business days.

#### **B. APPEAL PROCEDURES**

1. The grievance committee may appeal the Mayor or designee's decision in writing to an arbitration board. Said appeal shall be filed in writing with the Clerk within five (5)

business days from the date the Mayor or designee's written decision is submitted to the Union. The arbitration board shall be appointed as follows:

- a. At the time of filing its notice of appeal, the grievance committee shall notify the City in writing of the appointment of its arbitrator who shall not be a member of the Union.
- b. The City shall, by written notice within five (5) business days after receipt of such written notice from the grievance committee, notify the grievance committee of the appointment of its arbitrator who shall not be an elected official or an employee of the City.
- c. The two arbitrators so appointed shall, by written notice within five (5) business days of the appointment of the second arbitrator, notify the grievance committee and the City of their appointment of the third arbitrator who shall serve as chairperson of the arbitration board. Notice of such appointment shall be signed by both arbitrators.
- d. If a third arbitrator cannot be agreed upon, appointment of arbitrators shall be made by requesting a list of 7 regional arbitrators (within 200 miles) from Federal Mediation and Conciliation Services (FMCS). The two appointed arbitrators shall attempt to agree on the third impartial arbitrator. If an agreement cannot be made, the names of the neutral arbitrators will be struck from the list with the City's representative striking first.

#### C. ARBITRATION HEARING

1. Upon the appointment of three (3) arbitrators as herein above provided, said arbitrators shall hold an arbitration hearing at the time and place selected by them, but such hearing shall be held within ten (10) business days from the date of the selection of the third arbitrator. At the hearing, the laws of evidence of the State of Idaho shall apply and the hearing shall be conducted pursuant to the provisions of Title 7 Chapter 9 of Idaho Code and the terms and conditions of this Agreement.
2. The award of the majority of the arbitrators shall be rendered in writing and written notice, signed by the majority, shall be mailed to both the Union and the City within five (5) business days following the completion of the hearing. The award shall be binding upon the parties hereto and an order so stating may be entered upon the records of any court having competent jurisdiction, provided, however, that each party hereto shall retain the right to appeal as provided in the provisions of Title 7 Chapter 9 of the Idaho Code.
3. Costs of arbitration shall be borne equally by the City and the Union; that is, each shall be responsible to pay for the expenses of the arbitrator selected by it, one-half (½) of the expenses of the third arbitrator, and one-half (½) of the expenses of each arbitration proceeding.

### **ARTICLE 35. IMPASSE**

In the event of an impasse during negotiations, all parties to this Agreement do hereby agree to the appointment of a fact-finding commission as provided in Idaho Code 44-1806 and that

said commission may rule only on articles of the contract which are being arbitrated. In addition, all parties agree to accept the findings handed down by said fact finding commission as final and binding to all parties to this Agreement.

### **ARTICLE 36. POLITICAL ACTIVITY**

All Firefighters have the freedom of choice and expression in politics and no inquiry will be made regarding political affiliations. Firefighters are encouraged to exercise their right to vote and, as citizens, have definite rights including:

1. Freedom to belong to a political organization.
2. Right to make voluntary contributions to political parties or individuals.
3. Right to attend political gatherings.

In each of the above rights, it must be understood that such participation by a Firefighter is strictly a personal participation, and no one is entitled to store political materials in City facilities or connect the City with any political activity or function.

No political picture, sticker, badge, or button may be displayed on City equipment or buildings. The display of political preference badges on one's person during work hours is prohibited.

Firefighters shall not use their employment with the City to further the cause of any political party or candidate for nomination or election to political office.

Firefighters shall not engage in any political activities during their hours of work.

### **ARTICLE 37. TRAINING**

The City recognizes its employees' commitment and encourages all employees to attend training. All employees shall be provided appropriate training opportunities to promote career development through Fire, Rescue, and EMS training offered locally, regionally, or nationally. Employees attending training that is required by the Fire Chief will do so on paid time.

**APPENDIX A. GRIEVANCE FORM**

LOCAL 2319 FIREFIGHTERS  
GRIEVANCE FORM

EMPLOYEE NAME: \_\_\_\_\_

GRIEVANCE PRESENTED TO: \_\_\_\_\_

STATEMENT OF GRIEVANCE (state facts, witnesses, etc.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

See attachment for further information.

VIOLATION (policy, article, working condition, etc.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

See attachment for further information.

REMEDY OR CORRECTIVE ACTION REQUESTED

\_\_\_\_\_

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See attachment for further information.

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Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

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Union Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

---

Party Receiving Grievance Signature \_\_\_\_\_ Date \_\_\_\_\_


**APPENDIX B. SALARIES**

The City and the Union agree that the attached Pay Scale for the Firefighters covered under this Agreement shall be the pay scale adopted, effective October 1, 2024.

The City will provide Cost of Living Adjustments (COLAs) in accordance with approval of the annual budget adoption process by the legislative body, effective January 1, 2026, and January 1, 2027.

For City of Sandpoint:

For Local 2319:

  
\_\_\_\_\_  
Date 9/4/24

Jeremy Grimm  
Mayor

  
\_\_\_\_\_  
Date 8/29/24

Lucas Bloxsom  
Vice President  
IAFF Local 2319

  
\_\_\_\_\_  
Date 8-29-24

Kevin Amorebieta  
Lead Negotiator  
IAFF Local 2319

**City of Sandpoint  
Salary Schedule - Fire**

Rank/Title	Grade	STEP =									
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
<b>Captain</b>	<b>3</b>	\$26.55	\$27.08	\$27.62	\$28.17	\$28.74	\$29.31	\$29.90	\$30.50	\$31.11	\$31.73
<b>Engineer</b>	<b>2</b>	\$23.70	\$24.18	\$24.66	\$25.16	\$25.66	\$26.17	\$26.70	\$27.23	\$27.77	\$28.33
<b>Firefighter/Probationary *</b>	<b>1</b>	\$21.17	\$21.59	\$22.02	\$22.46	\$22.91	\$23.37	\$23.84	\$24.31	\$24.80	\$25.29

**\*Probationary Firefighter starts at Grade 1 Step 1. On completion of 1 year and probationary task manual a Probationary Firefighter will be promoted to a Firefighter Grade 1 Step 2**

- 12% Increase - Grade/Promotional
- 2% Increase - Steps
- 20% Full range width

# MEMORANDUM OF UNDERSTANDING

## Between the City of Sandpoint and the Sandpoint Professional Firefighters Association

### Regarding Article 22 – Paid Time Off (PTO) Payout

This Memorandum of Understanding (“MOU”) is entered into by and between the **City of Sandpoint (“City”)** and the **Sandpoint Professional Firefighters Association (“Union”)**, collectively referred to as “the Parties.”

The purpose of this MOU is to amend and clarify **Article 22 – Paid Time Off (PTO) Payout** of the Collective Bargaining Agreement (CBA) currently in effect between the Parties.

Except as modified by this MOU, all provisions of the Collective Bargaining Agreement shall remain in full force and effect.

## 1. Amendment to Article 22 – PTO Payout

The Parties agree that Article 22, PTO Payout, shall be amended to include the following language:

### B. Separation from Service (Non-Retirement)

Upon separation from service for any reason **other than retirement**, PTO payouts may be made in the form of direct compensation to the employee **or contribution as an elective deferral (subject to FICA tax)** into the employee’s:

- Health Savings Account (HSA)
- 457 Deferred Compensation Plan
- PERSI Choice Plan
- Medical Expense Reimbursement Plan (MERP)

Such contributions shall be made in accordance with applicable federal and state tax regulations and the governing plan documents for each respective benefit program.

### C. Separation from Service Due to Retirement

Upon separation from service due to retirement, **i.e., the employee has reached fifty-five (55) years of age or qualifies under the PERSI Rule of 80**, PTO payouts shall be made in the form of direct compensation to the employee **or employer contribution (subject to FICA tax)** to one or more of the following:

- Health Reimbursement Arrangement (HRA)
- 457 Deferred Compensation Plan

- PERSI Choice Plan
- Medical Expense Reimbursement Plan (MERP)

Such contributions shall be made in accordance with applicable federal and state tax regulations and the governing plan documents for each respective benefit program.

---

## 2. Compliance With Applicable Law

All contributions described in this MOU shall be administered in compliance with:

- Internal Revenue Service (IRS) regulations
- Applicable provisions of the Internal Revenue Code
- Plan documents governing the HSA, HRA, 457 Deferred Compensation, PERSI Choice, or MERP programs

Nothing in this MOU shall require the City to administer contributions in a manner inconsistent with federal or state law.

---

## 3. Administration

The City's Human Resources Department shall administer PTO payout elections and coordinate contributions with the applicable plan administrators.

Employees shall be responsible for submitting any required election forms prior to separation from service in accordance with administrative procedures established by the City.

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## 4. Non-Precedent

This MOU is intended solely to address the amendment to Article 22 described herein and shall not establish precedent for interpretation of any other provision of the Collective Bargaining Agreement.

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## 5. Term of Agreement

This Memorandum of Understanding shall take effect upon signature by both Parties and shall remain in effect for the duration of the current Collective Bargaining Agreement unless otherwise modified by mutual written agreement.

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## 6. Entire Agreement

This MOU represents the full understanding between the Parties regarding the modification of Article 22 as described herein.

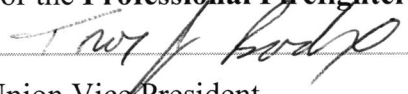
Except as specifically amended, all provisions of the Collective Bargaining Agreement remain unchanged.

# 7. Signatures

For the **City of Sandpoint**

Authorized City Representative  
Date: \_\_\_\_\_

For the **Professional Firefighters Association of 7B**

 TROY BADEAUX  
Union Vice President  
Date: 25 MAR 2026



## AGENDA REPORT

### City Council Meeting

**TODAY'S DATE:** April 6, 2026

**MEETING DATE:** April 15, 2026

**TO:** MAYOR AND CITY COUNCIL

**FROM:** Cheryl Hughes, Central Services Director

**SUBJECT:** Award License Agreement No. A26-1970-4 – Farmer's Market at Sandpoint, Inc

#### DESCRIPTION/BACKGROUND:

The 2026 Farmer's Market will commence on Saturday, May 02, 2026 and end on Saturday, October 17, 2026. The Farmer's Market will take place on Saturdays at Farmin Park and Oak Street, as well as portions of Jeff Jones Square when there are large Special Events in Sandpoint to accommodate when Oak Street is to remain open and not closed to Traffic (ie; Lost in the 50's, July 4<sup>th</sup>, and POAC) from 7:30 AM – 2:00 PM and at same locations on Wednesdays from 1:00 PM – 6:30 PM.

#### STAFF RECOMMENDATION:

Staff recommends the approval of License Agreement A25-1970-4 for the 2026 Farmer's Market.

#### ACTION:

Move to approve License Agreement A25-1970-4 for the 2026 Farmer's Market.

**WILL THERE BE ANY FINANCIAL IMPACT?** YES – a donation of 10% of all booth fees at Farmin Park collected by Licensee and paid to the City with funds being placed in the Parks Improvement Fund for capital improvement projects; and 10% of all booth fees collected for the use of Jeff Jones Square and the Oak Street Section by Licensee and paid to the City, with said funds to be placed in the General Fund and utilized towards offsetting maintenance costs and operations of the Jeff Jones Square and Oak Street Section.

**HAS THIS ITEM BEEN BUDGETED?** YES

#### ATTACHMENTS:

1. Proposed Resolution
2. A26-1970-4 Farmer's Market at Sandpoint, Inc.

No: 26-  
Date: April 15, 2026

RESOLUTION  
OF THE CITY COUNCIL  
CITY OF SANDPOINT

**TITLE: 2026 FARMERS' MARKET LICENSE AGREEMENT (CITY AGREEMENT NO. A26-1970-4)**

WHEREAS: The Farmers' Market has been a tradition in downtown Sandpoint for many years;

WHEREAS: For the upcoming market season, a License Agreement has been prepared, which would allow Farmers' Market at Sandpoint, Inc., to use and occupy Farmin Park, Jeff Jones Town Square, and a portion of Oak Street on Saturdays and Wednesday evenings from May 2 through October 17, 2026; and

WHEREAS: The Agreement provides for a donation to the City of ten percent (10%) of the Market's vendor booth fees, which will be earmarked for capital improvement projects and to offset the cost of maintenance and operations of these facilities.

NOW, THEREFORE, BE IT RESOLVED THAT: On behalf of the City, the Mayor or his designee is authorized to execute the License Agreement referenced herein (City Agreement No. A26-1970-4), a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

\_\_\_\_\_  
Jeremy Grimm, Mayor

ATTEST:

\_\_\_\_\_  
Meri Jane Bohn, City Clerk

**LICENSE AGREEMENT  
FARMERS' MARKET 2026**

THIS AGREEMENT is entered into on April 15, 2026, between the CITY OF SANDPOINT, Bonner County, Idaho, an Idaho municipal corporation, 1123 Lake Street, Sandpoint, ID 83864 ("CITY"), and FARMERS' MARKET AT SANDPOINT, INC., an association, in care of Kristina Bauer, President, at P.O. Box 1234, Sandpoint, ID 83864 ("LICENSEE"), known collectively as "the Parties".

**RECITALS**

- A. CITY owns a parcel of real property located in Sandpoint, Bonner County, Idaho, bordered by Main Street on the north, Third Avenue on the east, Oak Street on the south and Fourth Avenue on the west, commonly known as Farmin Park ("the Park"), and a parcel of property on Main Street at Third Avenue commonly known as Jeff Jones Town Square ("the Square").
- B. LICENSEE has requested a license to use the Park, the Square and a section of Oak Street from Fourth Avenue to the ingress for Umpqua Bank ("Oak Street Section"), as designated on the attached map, see Attachment "A", for the purpose of holding a Farmers' Market to provide a sales venue for locally grown products and hand-crafted products as defined in this Agreement.
- C. CITY has agreed to authorize such use pursuant to certain terms and conditions, and the Parties have agreed to set forth such terms and conditions in this license.

**AGREEMENT**

IN CONSIDERATION of the mutual covenants contained herein and for value received, the Parties agree as follows:

**1. LICENSE GRANTED:**

CITY hereby grants to LICENSEE a license to occupy and use, subject to all of the terms and conditions hereinafter stated, the Park, the Square, and Oak Street Section. Sandpoint City Code 3-11-4-B-4 specifically exempts vendors participating in the Farmers' Market from the fee associated with CITY's Business and Occupation Registration or License. However, LICENSEE shall be required to obtain the same required information from every participating vendor.

**2. USE OF PARK, THE SQUARE, AND THE OAK STREET SECTION:**

The Park may be occupied and used by LICENSEE solely for a farmers' market. LICENSEE shall be limited to the sale of locally grown and produced products. No live animals, restricted home-canned products, nor will any other products restricted by the regulations of the State of Idaho, Department of Health and Welfare, through Panhandle Health District 1, be sold. LICENSEE shall not include commercial, imported, or second-hand items, or tobacco, firearms, alcohol, illegal substances or items associated with the use of illegal substances. Unless stated otherwise, such occupation and use of the Park shall be on Saturday mornings between 7:30 A.M. and 2:00 P.M. and on Wednesday evenings between 1:00 P.M. and 6:30 P.M., including a set-up and take-down time, between and including the dates of May 02, 2026 and October 17, 2026. For special events, closing hours may be extended to 4:00 p.m. LICENSEE is requesting October 17, 2026 be extended hours. The Jeff Jones Town Square may not be used during a Special Event as determined by CITY. CITY will provide exact date(s), as/if applicable, to LICENSEE. The CITY Special

Agreement No. A26-1970-4

Events coordinator may authorize extended hours upon request by the Farmer's Market for Special Events. For 2026, the CITY requires LICENSEE to utilize Jeff Jones Square and not utilize Oak Street for the following events:

- a. Lost in the 50's (05/16)
- b. Independence Day – July 4<sup>th</sup> (07/04)
- c. POAC (08/08)

### 3. **SALE OF MEAT:**

Pursuant to Panhandle Health District ("PHD") policy, frozen and/or cooked meats being sold must adhere to all Panhandle Health District regulations, requirements, and policies. It is recognized that there is only one electrical power source at Farmin Park. Meat cooked on site shall be strictly governed and regulated by Panhandle Health District.

### 4. **CONSIDERATION:**

As per Sandpoint City Code 7-5-5, consideration for the use of Farmin Park as identified in Attachment "A", shall be a donation of ten percent (10%) of LICENSEE's booth fees collected by LICENSEE and paid to CITY with said funds to be placed in the Parks Improvement Fund and utilized towards capital improvement projects. Consideration for the use of the Jeff Jones Town Square and the Oak Street Section as identified in Attachment "A" shall be a donation of ten percent (10%) of the vendors' booth fees collected by LICENSEE and paid to CITY, with said funds to be placed in the General Fund and utilized towards offsetting the cost of maintenance and operations of the Square and the Oak Street Section. For record keeping purposes, LICENSEE will provide a full and separate accounting for the Park, the Square and Oak Street Section locations, with separate donation payments made for Farmin Park and Jeff Jones Town Square, which will include the Oak Street Section. LICENSEE shall remit separate accounting and payments to the CITY by November 14, 2026.

### 5. **LOCATION OF BOOTHS:**

LICENSEE is further authorized to locate temporary display booths at locations designated by CITY'S authorized designee for purposes of display, advertisement and sales. Booths shall be erected, and all display and sales activities of LICENSEE shall be conducted, in a manner to minimize any damage to the Park. Booths at the Park shall be permitted, without limitation of number, in the areas colored green on the attached map. Furthermore, LICENSEE agrees to maintain ingress / egress openings from the center of the Park to the street proper for each ingress / egress pathway, as designated on the attached map. Any booths that might be added inside the Park perimeter shall run parallel to the booth line on the interior of the Park sidewalks, with a minimum of 20 feet of space between in order to create an adequate walkway. It is also agreed that all sidewalks will be kept clear of any structure or impediment. Special consideration and effort will be taken by LICENSEE to minimize turf impact and wear in Farmin Park. Additionally, access to Umpqua Bank via the ingress from Oak Street shall not be impeded. Without limiting the foregoing, there shall be no vehicles allowed on, or parked on, any grass-covered area. Mobile vendors must have a current CITY business license and tax ID and are allowed to park on Oak Street as part of the event designated on the attached map. A clear path of at least 5' shall be maintained for access to and egress from the public restrooms. LICENSEE shall determine location of booths. LICENSEE shall be responsible for permitting and any associated cost for street or parking lot closure. LICENSEE shall also be responsible for storage, set up, and take down of temporary signage and barricades. Street closure and parking signage shall meet the Manual On Traffic Control Devices and placement of signs shall be approved by CITY. Permanent signage shall notify the public that Oak Street parking will be prohibited during market hours. In addition to the permanent No Parking signage, Street Closure signage shall provide the public with enough advance notice of closures and detours. All tents, canopies, enclosures,

Agreement No. A26-1970-4

shelters and other membrane structures shall comply with the International Fire Code Chapter 31. A Traffic Control Plan/Map is included in Attachment B. A Loading and Parking Plan is in Attachment E.

6. **MAINTENANCE:**

LICENSEE shall clean the Park, the Square, and the Oak Street Section during and immediately following each Farmers' Market. At the conclusion of the termination of this Agreement, LICENSEE agrees to make necessary repairs to the turf at Farmin Park caused solely by LICENSEE as agreed upon by the City of Sandpoint authorized designee and Farmers' Market at Sandpoint. Any and all repairs required will be in addition to, and not a part of, payments discussed in Section 4 ("Consideration") of this Agreement.

7. **DAMAGE LIABILITY:**

LICENSEE shall be liable for any damage caused to the Park, its grounds, structures, and flora and/or to the Square, its grounds, furniture, lights and flora, and/or Oak Street during each exercise of LICENSEE's rights pursuant to this License.

8. **INSURANCE:**

LICENSEE, at its own expense shall be responsible for obtaining and maintaining insurance acceptable to CITY insurance agent, which will pay on behalf of LICENSEE and its vendors to CITY a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in its aggregate for bodily or personal injury, death, or property damage or loss as a result of any one occurrence or accident, regardless of the number of persons injured or the number of claimants. LICENSEE's insurance policy shall provide for not less than thirty (30) days prior written notice to CITY of any modification or cancellation of such policy. LICENSEE's insurance policy shall name CITY as an additional insured. Proof of certificate naming the City as additional insured shall be provided to the Special Event Coordinator for keeping with lease file, at least 15 days prior to occupancy.

9. **ASSIGNMENT:**

This License is personal to LICENSEE and shall not inure to its successors or assigns.

10. **INDEMNIFICATION:**

To the extent allowed by Law, the LICENSEE and its vendors 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 the LICENSEE or its vendors' wrongful acts or omissions in the performance of its duties under this Agreement. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the 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. **RIGHT OF INSPECTION:**

CITY shall have the right to reasonably inspect the Park, the Square, or the Oak Street Section during the occupation of the same by LICENSEE in order to determine if LICENSEE is complying with all the terms and conditions of this Agreement. CITY shall give LICENSEE written notice of each non-complying act or omission by delivering the same to the Market Manager or, if the Market Manager is not present, by posting the same in a conspicuous location at the corner of Oak Street and Third Avenue, and, in the event such non-compliance shall not be cured within the time required in the notice, this License shall terminate.

Agreement No. A26-1970-4

In the event of such termination, CITY shall have the right to re-enter the Park, the Square, or the Oak Street Section, and take possession thereof, at the expense of LICENSEE. Time is of the essence of this Agreement, but any waiver of the right to notify of non-compliance under this paragraph shall be an indulgence by CITY only and shall not, in any event, be a waiver of the right of CITY to require strict compliance with this License at any subsequent time.

**12. TERMINATION:**

Upon termination of this License, LICENSEE, at its own expense, shall peaceably surrender the Park, the Square, and the Oak Street Section to CITY in the same condition as the Park, the Square, and the Oak Street Section were at the commencement of this License, reasonable wear expected.

**13. NON-DISCRIMINATION:**

LICENSEE, in the conducting of its activities pursuant to this License, shall not discriminate against any person because of race, sex, religion, age, color, ancestry or national origin, sexual orientation, or gender identity/expression, by refusing to furnish such person accommodation, facility, privilege or opportunity offered to members of the general public.

**14. COMPLIANCE WITH LAW/VENUE:**

The LICENSEE 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.

**15. ATTORNEY FEES:**

Reasonable attorney fees and costs shall be awarded to the prevailing party in any action to enforce or interpret this Agreement, or to declare a termination or forfeiture thereof.

**16. CONTRACT DOCUMENTS:**

The contract documents consist of the documents enumerated below and all modifications and change orders issued thereto. These form a contract and all are as fully a part of the contract as if attached to this Contract or repeated herein. In the event of any inconsistency between the Contract Documents as listed below, the order of precedence is the order listed below:

1. Contract modifications and change orders; and
2. This Agreement with Attachments
3. Attachment G, Special Event Application form as submitted by Farmers' Market at Sandpoint, dated 02/19/2026.

IN WITNESS WHEREOF, the Parties have subscribed their names the date and year below written.

CITY OF SANDPOINT

FARMERS' MARKET AT SANDPOINT

BY: \_\_\_\_\_  
Jeremy Grimm, Mayor

BY: Kristina Bauer  
Kristina Bauer (Mar 22, 2026 17:51:03 PDT)  
Kristina Bauer, President, Board of Directors

DATE: \_\_\_\_\_

DATE: 03/22/26

ATTEST:

\_\_\_\_\_  
Meri Jane Bohn, City Clerk

DESIGNATED REPRESENTATIVE FOR FARMERS MARKET

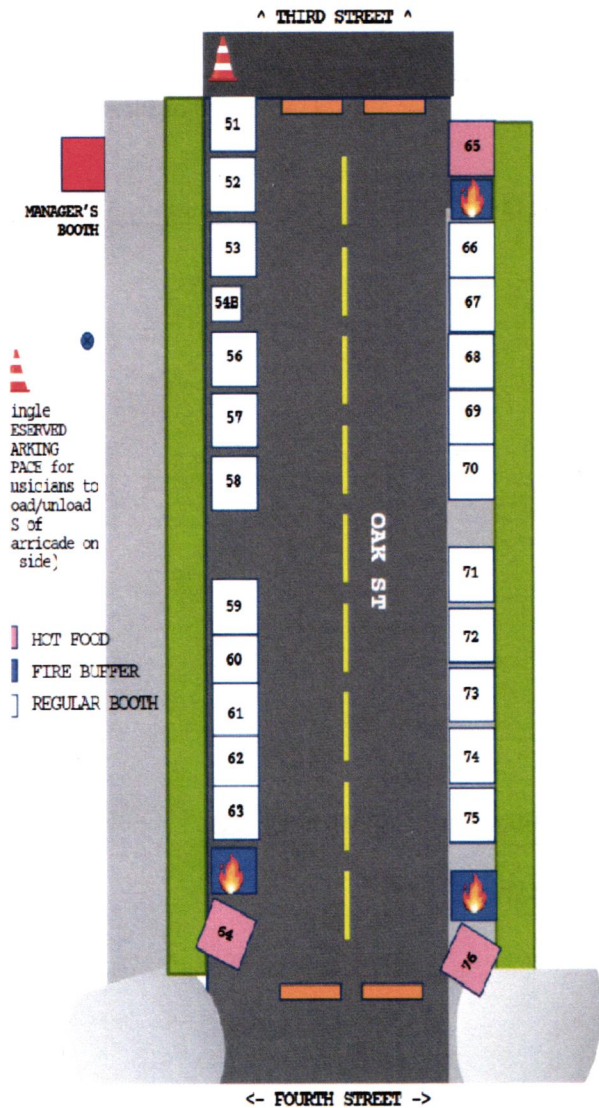
NAME: Kristina Bauer EMAIL: governance@farmersmarl

MAILING ADDRESS: 88 Herrmann Lake Rd, Sagle, Idaho 83860

PHONE: (208)304-6054

**Attachment A**  
**Map/Vendors– Farmers’ Market at Sandpoint**

Licensee shall furnish monthly updated copies of Vendor maps throughout the term of the Agreement. If the Vendor maps has no changes, an updated copy does not need to be submitted.



**EAST SIDE OF OAK**

- 51 Acai Bowls
- 52 Kate's Klutches
- 53 Talache Designs
- 54B Northern Latitude Foods
- \*
- 56
- 57 Four Winds
- 58 Red Hen

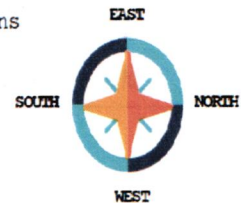
**SATURDAY**

\*indicates an intentionally skipped number/deleted booth  
 B indicates a 5x5 (half) space

- 59 Fisher Artwork
- 60 Up North Goods
- 61 Trek2Tiny
- 62
- 63
- 64 Boog's Peas

**WEST SIDE OF OAK**

- 65 Kettle Korn
- 66 Sandpoint Henna
- 67 7B E & M
- 68 Demi Clay Co
- 69 Corrine's Crafts
- 70 Jupiter Jane
- 71 Kitchen Essentials
- 72 Curate the Details
- 73 Swan River Creations
- 74
- 75 On The Wall Art Designs
- 76 Mandala Pizza



Attachment A  
Continued



Wednesday Map

1	
2	
3	Four Winds Creations
4	New Flower Herb Farm
5	Shingle Mill Blueberries
22	Flourish Sourdough
6	Bill's Garden
7	Red Wheelbarrow Farm
8	Red Wheelbarrow Farm
9	
10	Tender Earth Sourdough
11	Cloud 11 Farm
12	Cloud 11 Farm
14	Shasta Kay
16	The Sour Doe
17	Legg's Woodworking



**Attachment B****Traffic Control Plan – Road Closure Plan – Signage Plan for Farmers’ Market at Sandpoint**

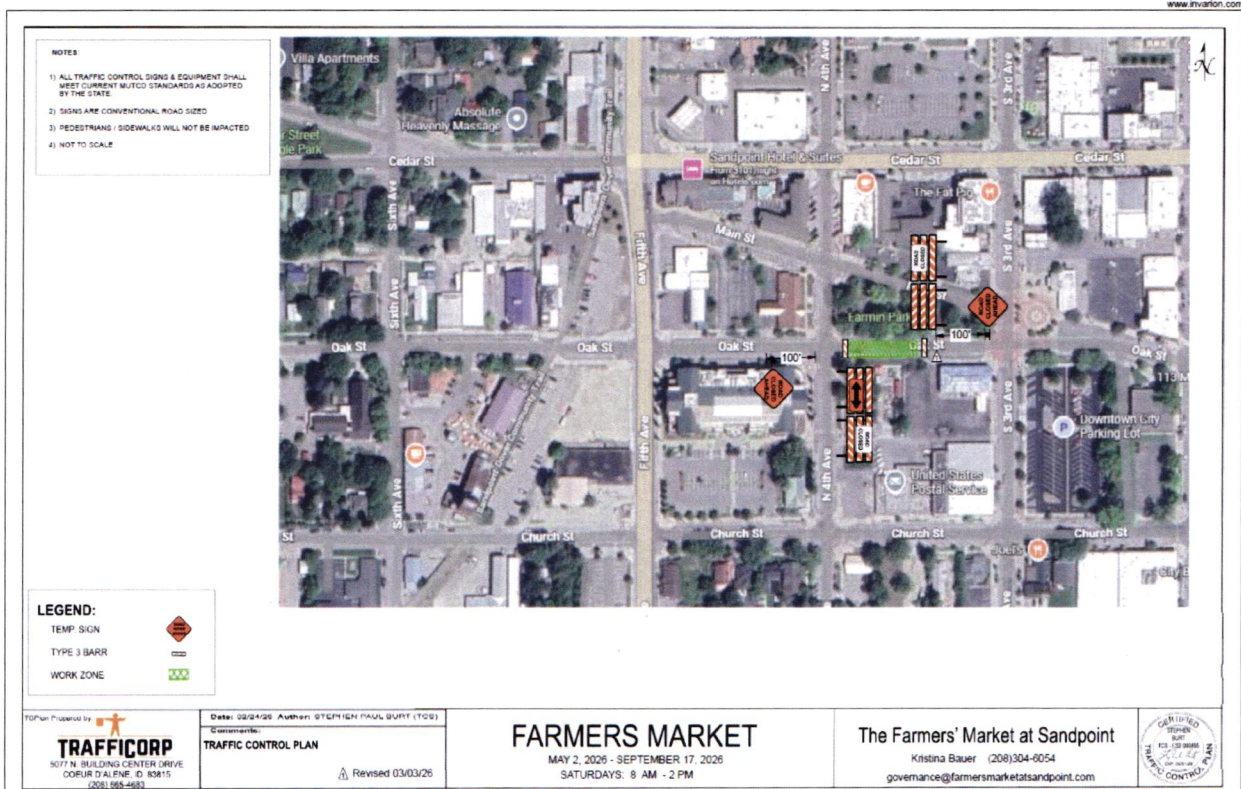
**Road Closure and Signage Plan ROAD CLOSURE PLAN:** Road closure barricades to be placed on Oak Street on Saturday mornings at 7:00 am until 2:30 pm beginning May 02, 2026 and ending October 17, 2026. CITY shall supply barricades. LICENSEE will be responsible for moving barricades to allow for vendor unloading at the intersection of Oak and 4th Streets. LICENSEE shall be responsible for moving barricades at the intersection of Oak and 3rd Streets. LICENSEE shall ensure drivers are alerted of the road closures and provide directions as requested or needed. Locations of the barricades and road closure signs are indicated in the attached traffic control plan.

**SIGNAGE PLAN:** LICENSEE shall be responsible to place three (3) directional sandwich style board signs at the following locations prior to Market opening and will remove said signs at the close of each Market:

1. Corner of Cedar and 4th Streets
2. Corner of Oak and 5th Streets
3. Corner of Church and 1st Streets

\*\*\*Locations above may be altered by the CITY as a result of any construction\*\*\*

**Attachment B Continued**  
**Traffic Control Plan – Road Closure Plan – Signage Plan for Farmers’ Market at Sandpoint**



**Attachment C**  
**Clean-Up Plan – Farmers’ Market at Sandpoint**

The rules and regulations of the Farmer’s Market Sandpoint state that “It is the responsibility of each vendor to clean his or her area prior to leaving market”. This includes removing all trash, organic or non-organic from the Farmer’s Market area.

## Attachment D

## Loading and Parking Plan – Farmers' Market at Sandpoint

**LOADING AND UNLOADING ON OAK STREET**

All vendors access the Oak Street side of the park from the east during set up and takedown. Entrance to Oak Street from the west next to the market will not be allowed, this lane will be blocked off. Vendors will quickly unload their vehicle and move out of the way, setting up booth after vehicle is parked. There will be no access to Oak Street after 8:30 am and 1 pm on Saturdays. All vendor booths set up on the street must be removed by 2 p.m. when regular traffic resumes on Saturdays.

**SPECIAL WEDNESDAY PROVISIONS:**

1. No double parking on Oak Street
2. May double park on 4<sup>th</sup> and Main St while actively unloading and loading
3. Cannot block pedestrian access at any time

**PARKING**

Vendors are encouraged to park in the free parking at the corner of Church Street & Fifth Avenue in front of Matchwood or in long-term parking areas outside of the downtown corridor. Vendors will not park in

Agreement No. A26-1970-4

the parking lots of downtown businesses and, to avoid being ticketed, should not park in the short-term parking areas downtown.

Agreement No. A26-1970-4

**Attachment E**  
**Security Plan – Farmers’ Market at Sandpoint**

The Market Manager is equipped with a cellphone which will be used to contact 911 in the case of an emergency. For non-emergencies, the Market Manager will contact the Sandpoint Community Resource Officer or Dispatch at 208-265-5525.

**Attachment F  
Special Event Permit**



Event: Farmers' Market at Sandpoint

Permit Location: Farmin Park, Jeff Jones Town Square, and a portion of Oak Street, as set forth in the 2026 Farmers' Market License Agreement ("Agreement"), a copy of which is attached to this permit

Event Date/Time: Saturday and Wednesday afternoons/evenings, May 2 – October 17, 2026

Permit Holder: Farmers' Market at Sandpoint c/o Kristina Bauer, Market President | P.O. Box 1234, Sandpoint, Idaho 83864 | (208) 597-3355 | [farmersmarketatsandpoint@gmail.com](mailto:farmersmarketatsandpoint@gmail.com)

**Comments / Conditions:**

1. This event is permitted as a farmers' market for the purpose of providing a sales venue for locally grown and handcrafted products, with expected attendance of 500 or more attendees/participants for each event date.
2. Permit holder shall adhere to the conditions and requirements set forth in 2026 License Agreement.
3. Oak Street vendors must maintain a minimum distance of 20 feet from vendors on the opposite side of the street to ensure ample access for emergency vehicles.
4. Parks staff will trim branches, clean the park, and turn the water on prior to opening day.
5. Please contact the Special Events Permit Coordinator with any questions or concerns.  
(208) 946-2065, [hkeys@sandpointidaho.gov](mailto:hkeys@sandpointidaho.gov) Monday-Friday 8:00 a.m. – 5:00 p.m.

*Hayley Keys*  
Hayley Keys

Special Event Permit Coordinator



## AGENDA REPORT

### City Council Meeting

**TODAY'S DATE:** April 06, 2026  
**MEETING DATE:** April 15, 2026  
**TO:** City Council  
**FROM:** Cheryl Hughes, Central Services Director  
**SUBJECT:** Approve The Festival at Sandpoint 2026 Lease Agreement A26-1970-3

#### **DESCRIPTION/BACKGROUND:**

The Festival at Sandpoint is requesting to lease War Memorial Field beginning at 5:00 PM on July 23, 2026 and terminating at 11:59 PM on August 13, 2026 for the annual Festival at Sandpoint Summer Concert Series. The Festival will pay to the City \$2.15 per ticket redeemed, including each ticketed event included in season tickets and any patron/sponsor tickets. In addition, the Festival will also reimburse the City for actual utility usage during the events and performances.

#### **STAFF RECOMMENDATION:**

Staff asks Council to consider approving The Festival at Sandpoint 2026 Lease Agreement A26-1970-3.

#### **ACTION:**

Staff requests City Council approve The Festival at Sandpoint 2026 Lease Agreement A26-1970-3.

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

#### **ATTACHMENTS:**

Proposed Resolution

A26-1970-3 The Festival at Sandpoint Lease Agreement 2026

No: 26-  
Date: April 15, 2026

RESOLUTION  
OF THE CITY COUNCIL  
CITY OF SANDPOINT

**TITLE: THE FESTIVAL AT SANDPOINT LEASE OF WAR MEMORIAL FIELD  
(CITY AGREEMENT #A26-1970-3)**

WHEREAS: The Festival at Sandpoint (“The Festival”) desires to lease Sandpoint’s War Memorial Field for its 2026 concert series;

WHEREAS: The City has negotiated a lease with The Festival, which agrees to pay to the City the sum of two dollars and fifteen cents (\$2.15) assessed against each ticket sold, including each ticketed event included in season ticket sales and any patron/sponsor tickets;

WHEREAS: The Festival shall adhere to the conditions as set forth in the Special Event Permit, issued administratively, including the specific plans and reference materials attached to the permit; and

WHEREAS: City Council believes that it is in the best interest of the community for the City to lease War Memorial Field to The Festival for its 2026 concert series.

NOW, THEREFORE, BE IT RESOLVED THAT: The Festival at Sandpoint Lease of War Memorial Field (City Agreement #A26-1970-3), a copy of which is attached hereto and made a part hereof as if fully incorporated herein, is hereby approved.

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

\_\_\_\_\_  
Jeremy Grimm, Mayor

ATTEST:

\_\_\_\_\_  
Meri Jane Bohn, City Clerk

**2026 LEASE  
CITY OF SANDPOINT AND THE FESTIVAL AT SANDPOINT**

The CITY OF SANDPOINT, a municipal corporation of the State of Idaho, hereinafter referred to as the "Lessor" does hereby convey by lease unto The Festival at Sandpoint, Inc., hereinafter referred to as "Lessee", a certain parcel of real property owned by Lessor, situated in the City of Sandpoint, Bonner County, Idaho, for the exclusive possession, use, and occupancy thereof by the Lessee, subject to the considerations, covenants, restrictions, and agreements hereinafter set forth, including the 2026 Festival at Sandpoint Permit as incorporated as Attachment D.

**I  
PREMISES LEASED**

The premises leased generally include the entirety of 801 Ontario Street (War Memorial Field and Cotton Barlow Stadium) as well as the sidewalk and adjacent right-of-way to the north between the facility and Ontario Street adjacent parking lot subject to the terms and conditions contained herein as well as the conditions set forth in the 2026 Festival at Sandpoint Permit incorporated as Attachment D. A portion of 901 Ontario Street (Lakeview Park) in Sandpoint, Idaho is also included. Boundaries/permitted areas in Lakeview Park and the War Memorial Parking Lot can be found within Attachment B.

Large vehicle access for load-in at the War Memorial Field parking lot shall be limited to 12:00 AM – 10:00 AM and 9:00 PM - 2:00 AM Pacific Time for load-out. At least one single lane of traffic access must be provided so that boat launch users may access the launch during this time. If access is necessary outside of this time period, the Sandpoint Police Chief shall be notified as far in advance as possible. Outside of these time periods, parking in the War Memorial Field parking lot is to remain open and unobstructed for public use, unless permitted to park in leased spaces as outlined in Attachment B, Leased Areas.

**II  
FIXED TERM AND REVERSION**

The fixed term of this Lease shall begin at 5:00 p.m. Pacific Time on July 23, 2026, and will terminate at 11:59 p.m. Pacific Time, August 13, 2026, at which time the leased premises shall revert to Lessor in its entirety.

**III  
CONSIDERATION**

The Lessee, shall, in consideration thereof, pay unto Lessor the sum of Two Dollars and Fifteen Cents (\$2.15) assessed against each ticket redeemed, including each ticketed event included in season ticket sales and any patron/sponsor tickets. Lessee shall submit a final report of ticket redemptions to the City's designated special events coordinator no later than August 31, 2026. Lessor shall remit an invoice to Lessee, "The Festival at Sandpoint", based on final ticket redemptions, and Lessee shall deliver payment

to Lessor within thirty (30) days to the following address:

Accounts Receivable  
City of Sandpoint  
1123 Lake Street  
Sandpoint, Idaho 83864

#### **IV UTILITIES**

The parties hereby acknowledge and agree that Lessee has its own electrical utility meter and shall pay Lessor for any usage charged thereon. Lessor shall provide the use of all the structures and lighting within the fenced area, as necessary, during the events and performances. Lessor shall provide Lessee with invoice for actual electrical utility (Avista) costs and submit a copy of Avista metered electric bill for the leased period. Lessee shall reimburse Lessor within thirty (30) days of receipt of invoice. Lessor will be responsible for water and sewer utilities.

#### **V INSURANCE**

Lessee shall provide proof of general liability insurance pursuant to Idaho Code §6-924 with a company authorized to do business within the State of Idaho, insuring the public against any loss or damage which may result to any person or persons, or any damage to property, arising from the operation and presentation by the Lessee. Said insurance policy shall name the Lessor as an additional insured. A Certificate of Insurance shall be provided to the City Clerk by Lessee prior to the commencement of the occupation and use of said premises by Lessee. Such policy, plan, and contract, or insurance shall, at all times be kept in full force and effect during the term of this Lease. Said insurance policy shall provide liability insurance of not less than Two million Dollars (\$2,000,000.00).

Proof of Worker's Compensation coverage shall also be provided to the Lessor by the Lessee prior to the commencement of the term of this Lease and shall, at all times, be kept in full force and effect during the term of this Lease.

The Lessee specifically acknowledges that Lessor does not maintain and shall not maintain any fire, casualty, hazard, or liability insurance whatsoever to protect the property of Lessee.

#### **VI SECURITY**

Lessee shall provide adequate security at no cost to Lessor to protect the property of Lessor and the property of Lessee and in accordance with the security plan as submitted to the City of Sandpoint and approved by the Sandpoint Police Chief.

Lessee security services and personnel shall exercise control measures concerning members of the audience and performers within their capabilities.

**VII  
MAINTENANCE**

Lessee agrees to provide sanitation sufficient to maintain a clean, safe, and sanitary condition of the premises during Lessee's occupancy and use of such premises. This includes the War Memorial Field Bathrooms. Lessee shall be responsible for gathering, collecting, and disposing of all debris, litter, and waste daily, as well as restocking all necessary bathroom supplies for the duration of the lease. Lessee shall provide, at no cost to Lessor, such trash containers, dumpsters, and other debris storage facilities as required by and approved by City of Sandpoint Parks Maintenance Supervisor. Lessee may utilize all on-site facilities including garbage receptacles with the exception of the use of the City Shop, which is excluded from facility use.

Lessee shall provide containers for recycling and waste for use by guests, vendors, and entertainers.

Lessee shall comply with the Lessor's Artificial Field Use Policy included as Attachment C and incorporated herein.

**VIII  
CONCESSIONS**

Lessee plans to have in place and operate booths offering food, beverages, and concessions for sale to the public during the occupancy of said premises. Lessee shall be responsible for obtaining catering permits as required pursuant to the applicable statutes and regulations of the State of Idaho.

Lessee will make arrangements and accommodations for the proper disposal of all waste liquids, hot or otherwise, taking special care to protect the field turf.

Lessee shall design and post appropriate signage and announcements concerning consumption of intoxicating beverages or any illegal controlled substance.

**IX  
FIRE AND LIFE SAFETY INSPECTION**

All tents, canopies, enclosures, shelters, and other membrane structures shall comply with the International Fire Code Chapter 31. See Attachment A.

Upon completion of infrastructure set-up and before the venue is opened to the public, Lessee shall contact the Special Event Permit Coordinator to schedule the walk-through fire and life safety inspection, as scheduled in Attachment D.

**X  
ACTIVITIES**

Agreed upon hours for musical performances shall be from 12:00 pm to 11:00 pm, Pacific Time. Lessee shall not have performances for more than eleven (11) days during the term of this Lease.

## **XI PESTICIDE TREATMENT**

Prior to pesticide application, Lessee must request approval from Lessor for use of any pesticide product. Such request must be made in writing at least fifteen (15) days in advance. Lessor will grant or deny such application in writing and Lessee agrees to comply with any associated terms and conditions, including posting signs at least 72 hours before application and leaving the signs in place at least 72 hours after application to notify the public of the use of a pesticide. Signs must contain the name of the active ingredient in the pesticide product, the application date, and name and contact information of the Lessee employee responsible for fielding questions regarding the application.

## **XII PARKING**

In general terms, for all performances, excluding a matinee performance, Lessee shall arrange for public transportation to and from the venue to off-site parking location and will work diligently to promote same. Lessee will provide shuttle bus and satellite parking. Parking in the War Memorial Field parking lot is to remain open and unobstructed for public use for the boat launch at War Memorial Field other than the areas designated and included in the Lease for the Lessee. All Lessee staff and volunteers shall be instructed to park offsite to limit public impacts for other park users unless permitted to park in leased spaces as outlined in Attachment B, Leased Areas.

Lessee shall comply with the traffic control plan submitted and approved as a component of the special event permit issued.

## **XIII MISCELLANEOUS**

The Lessor will be responsible for removing all sporting equipment including but not limited to; the soccer goals, football uprights and baseball foul posts prior to beginning of lease and reinstallation upon premises vacated by Lessee. Lessee shall be responsible to reimburse City for the reasonable cost of removal and reinstallation staff labor specific to football uprights. Lessor shall submit invoice to Lessee, for labor wage reimbursement within sixty (60) days of completion.

The Lessee shall be notified of damages and required repairs in writing within fourteen (14) days of inspection upon termination of lease period. In the event damages and repairs are required, a contractor quote/bid shall be submitted to the Lessee within 60 days from lease termination.

## **XIV ASSIGNMENT**

The Lessee shall not assign, sell, or transfer the Leasehold rights set forth in this Lease or set over unto any other person, persons, business, or group thereof, any or all of the Leasehold rights in the premises or in the interest in said premises or property or any of the rights acquired hereunder by this Lease without the prior written approval of Lessor.

**XV  
HOLD HARMLESS**

Lessee shall indemnify and hold the Lessor and its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims, damages, and liabilities, including reasonable attorney's fees (collectively, "claims") that may be suffered or incurred or that arise as a result of and which are caused by Lessee's wrongful acts or omissions in the performance of its duties under this Lease.

**XVI  
DEFAULT**

Upon any noted default, deficiency or violation of this Lease, Lessor shall notify Lessee in writing of such violation and shall extend reasonable time to address said deficiency. Notwithstanding, Lessor reserves the right to immediately terminate this Lease, if in its sole discretion, Lessee has failed to comply with the terms and provisions of Section V, Insurance, and Section VI, Security.

**XVII  
TERMINATION**

At the end and conclusion of the term of this Lease, including and uncured default as set forth in Section XVI above, Lessee shall vacate the above-described premises and shall ensure that all the property of the Lessee, its members, officers, agents, and employees are removed from the above-described premises. Lessor shall not be required to give any notice of termination or expiration of the term of this Lease nor take any action whatsoever prior to reentering and occupying said premises at the termination of this Lease. Lessee shall surrender said premises in good condition, without damage or waste, except for normally expected wear and tear. Lessee agrees to pay Lessor an additional \$1,000.00 per day for each day lessee has failed to fully vacate the site after the expiration of this Lease.

**XVIII  
LIEN, DEBT AND INDEBTEDNESS PROHIBITED**

Neither Lessee, nor any of its officers, directors, members, agents, assigns, and employees shall incur any lien, debt, or indebtedness upon said premises or property of the Lessor.

**XIX  
MAXIMUM ATTENDANCE**

The maximum allowable attendance at any performance shall be Four Thousand Five Hundred (4,500) persons, pursuant to the self-imposed limits established by Lessee.

**XXI  
ATTORNEY FEES**

If it becomes necessary for either party to enforce the terms of this Lease, the prevailing party shall be entitled to recover reasonable attorney fees and costs in addition to any other damages.

**XXII  
JURISDICTION AND VENUE**

Jurisdiction and venue of any action arising out of this agreement shall be in the District Court of the First Judicial District of the State of Idaho, Bonner County. This agreement and all terms and conditions contained herein, and performance thereof, shall be governed pursuant to the laws of the State of Idaho.

**XXIII  
TIME IS ESSENCE**

Time is of the essence of this Lease.

**CITY OF SANDPOINT**

**THE FESTIVAL AT SANDPOINT, INC.**

By: \_\_\_\_\_

By: *Tess Howell*  
Tess Howell (Apr 7, 2026 15:28:54 PDT)

Name: Jeremy Grimm

Name: Tess Howell

Title: Mayor

Title: Director of Finance & Development

**DESIGNATED REPRESENTATIVE FOR FESTIVAL AT SANDPOINT, INC.:**

Name: Veronica Knowlton

Title: Director of Operations

Email Address: veronica@festivalatsandpoint.com

Mailing Address: PO Box 695

Sandpoint

Idaho 83864

Phone Number: 208-265-4554

**DESIGNATED REPRESENTATIVE FOR CITY OF SANDPOINT:**

Name: Jeremy Grimm

Title: Mayor

Email Address: jgrimm@sandpointidaho.gov

Mailing Address: 1123 W. Lake St.

Sandpoint, ID 83864

Phone Number: (208) 263-3309.

**ATTACHMENT A**  
**2018 INTERNATIONAL FIRE CODE**

**Chapter 31**

**Tents, Temporary Special Event Structures and Other Membrane Structures**

Event structures and activities shall comply with the requirements of IFC Chapter 31.

The following excerpts are provided for reference. The entire chapter can be viewed at <https://up.codes/viewer/idaho/ifc-2018/chapter/31/tents-temporary-special-event-structures-and-other-membrane-structures#31>

Definitions

**TEMPORARY SPECIAL EVENT STRUCTURE.** Any temporary ground-supported structure, platform, stage, stage scaffolding or rigging, canopy, tower supporting audio or visual effects equipment or similar structures not regulated within the scope of the IBC.

**TENT.** A structure, enclosure, umbrella structure or shelter, with or without sidewalls or drops, constructed of fabric or pliable material supported in any manner except by air or the contents it protects.

Section 3103.9 Structural Stability and Anchorage Required

Tents or membrane structures and their appurtenances shall be designed and installed to withstand the elements of weather and prevent collapsing. Documentation of structural stability shall be furnished to the fire code official when requested.

Section 3104.2 Flame Propagation Performance Treatment

A certificate, executed by an approved testing laboratory must be present, indicating that the tents and their appurtenances, which include sidewalls, drops, and tarpaulins, are either:

1. Composed of materials meeting the NFPA 701 flame propagation performance, or
2. Treated with a flame retardant in an approved manner and meet the NFPA 701 flame propagation criteria.

Section 3106.5 Cooking Appliances or Devices

1. Cooking appliances or devices that produce sparks or grease-laden vapors or flying embers shall not be used within 20 feet of a tent or temporary structure *unless approved by the fire code official*.
2. Cooking equipment using combustible oils or solids shall have a lid immediately available. The lid shall be of sufficient size to cover the cooking well completely.
3. Cooking equipment shall be placed on a noncombustible surface.
4. An approved portable fire extinguisher for protection from cooking grease fires shall be provided at a location approved by the fire code official.

Section 3106.3 Occupancy and Means of Egress

The number and location of emergency egress and escape routes shall be approved by the fire code official.

#### Section 3106.4.4 Portable Fire Extinguishers

Approved portable fire extinguishers complying with IFC Section 906 shall be provided and placed in locations approved by the fire code official.

#### Section 3106.6 Electrical Equipment and Wiring

Outdoor assembly events with concession stands or booths using electrical equipment and temporary wiring for electrical power or lighting shall comply with NFPA 70 and the following:

1. Electrical equipment and wiring shall be listed and labeled for outdoor use
2. Generators shall be installed not less than 10 feet from combustible materials and shall be isolated from the public by physical guard, fence, or enclosure installed not less than 3 feet away from the internal combustion power source.
3. Each generator shall be provided with an approved portable fire extinguisher

#### Section 3107.4 Open or Exposed Flame

Open flame or other devices emitting flame, fire, or heat or any flammable or combustible liquids, gas, charcoal or other cooking device or any other unapproved devices shall not be permitted inside or located within 20 feet of the tent or membrane structure while open to the public unless approved by the fire code official.

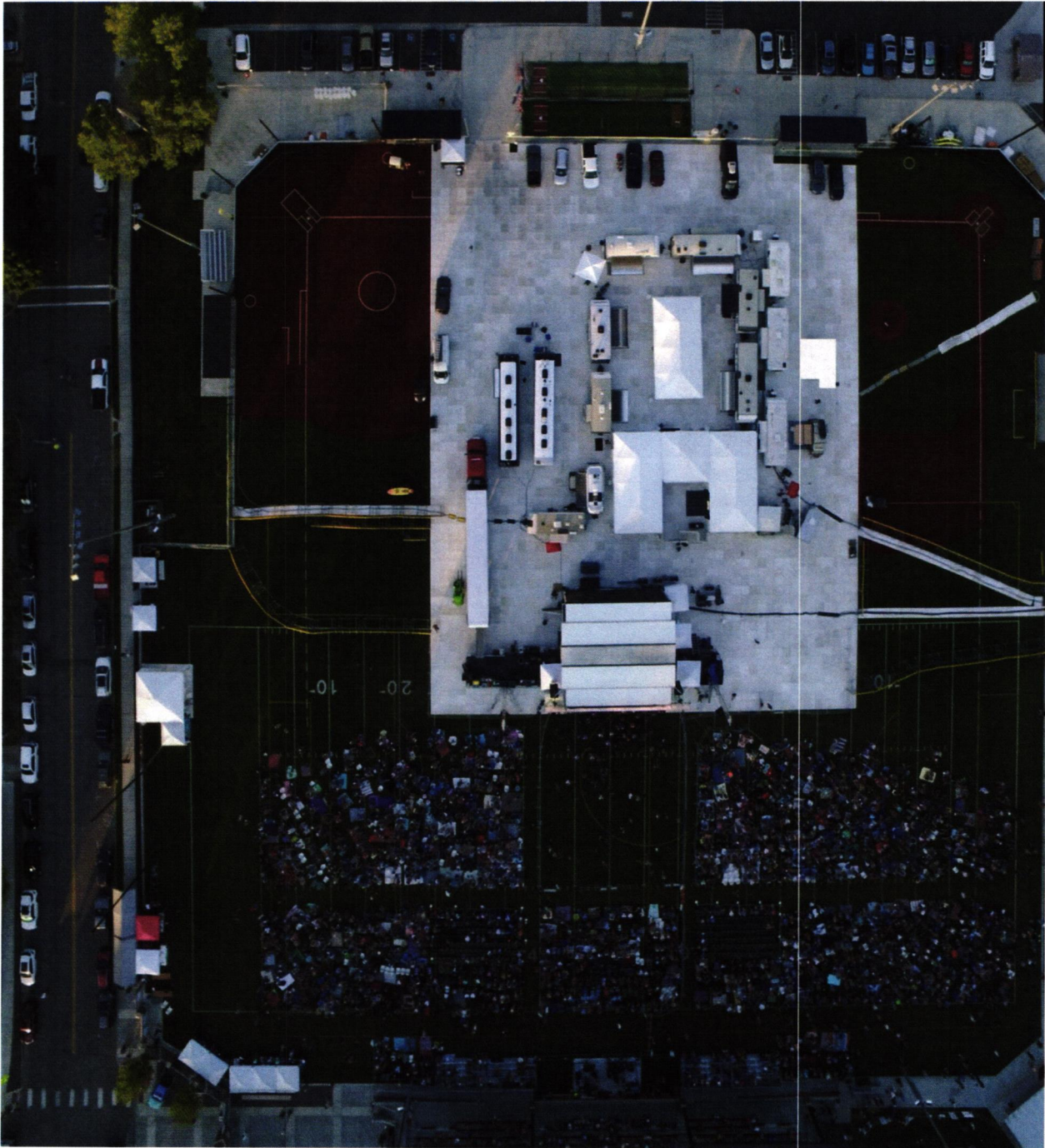
#### Section 3107.13 LP Gas

LP gas equipment such as containers, tanks, piping, hoses, fittings, valves, tubing, and other related components shall be approved and in accordance with IFC Chapter 61 and the following:

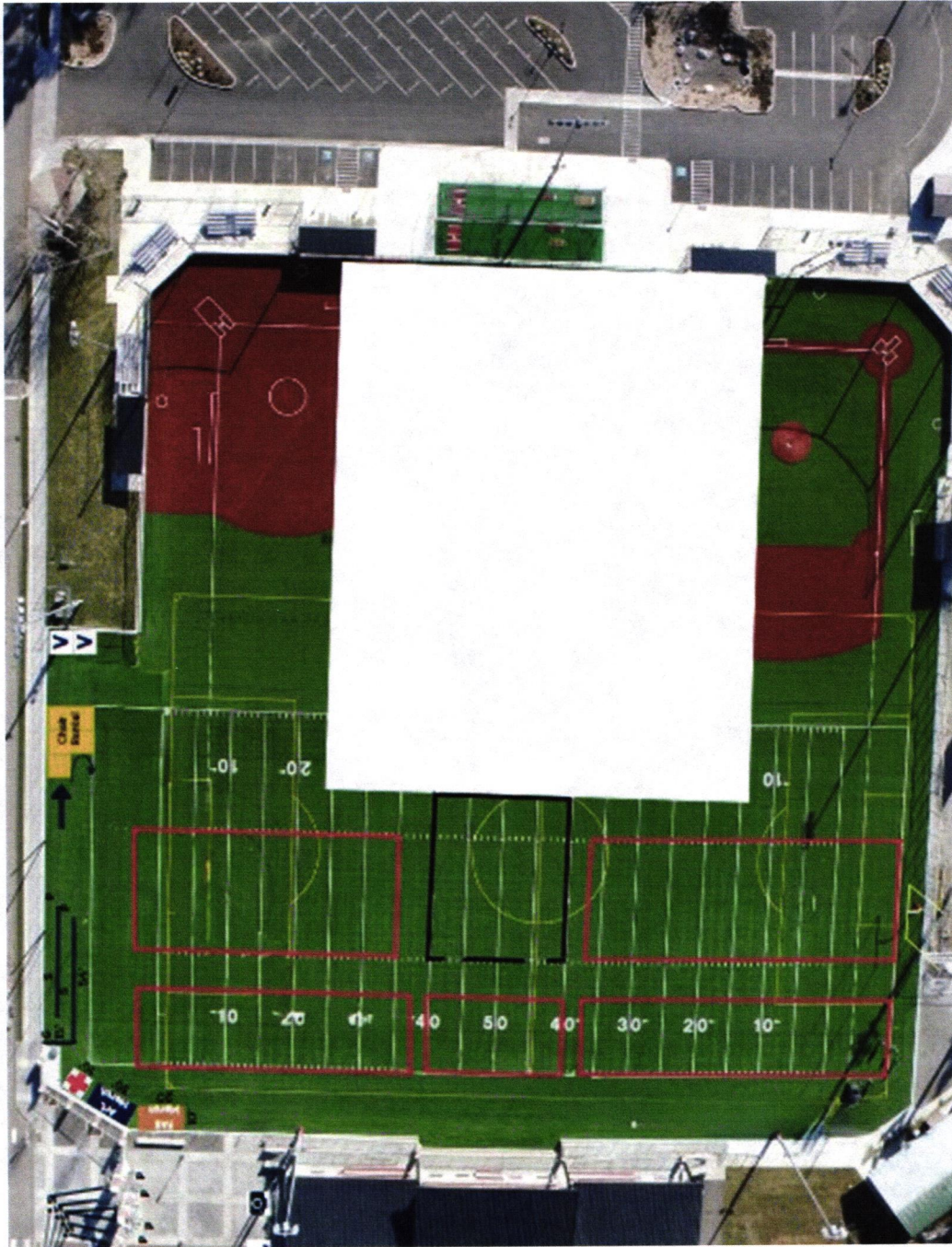
1. Tanks shall be separated from buildings and public ways by at least 5 feet
2. Pressure relief valves shall be pointed away from the tent or membrane structure
3. Portable LP gas containers, tanks, piping, valves and fittings that are located outside and are being used to fuel equipment inside a tent or membrane structure shall be adequately protected to prevent tampering, damage by vehicles or other hazards and shall be located in an approved location.

**ATTACHMENT B  
FESTIVAL PARKING LOT & LAKEVIEW PARK ACCESS/LEASED AREA(S)**

**2026 FIELD USE SETUP/AERIAL VIEW**



### 2026 SUGGESTED LAYOUT



**LEASED AREA BOUNDARIES**

- War Memorial Field Parking Lot (designated areas only and subject to the conditions of the special event permit)
- Lakeview Park (adjacent to War Memorial Field) as depicted below. The fence will be a minimum of 4 feet (48 inches) from the Lakeview Park tennis court fences.



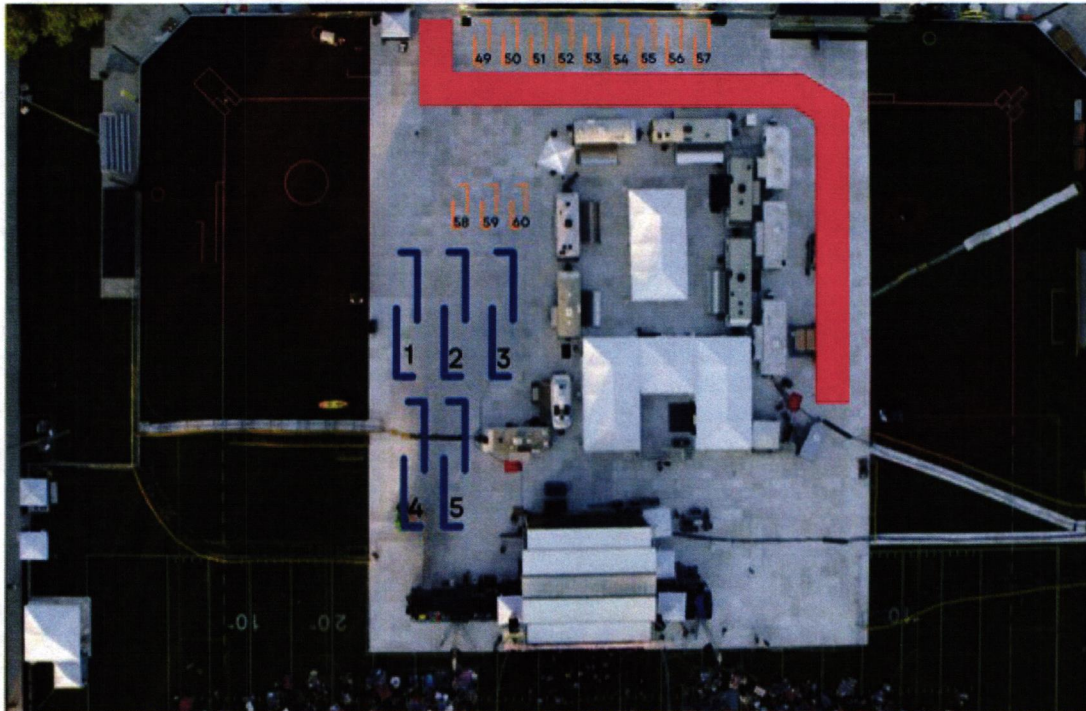
Lakeview Park, adjacent to War Memorial Field as depicted below. Temporary event fencing will be a minimum of 4 feet from the Lakeview Park Tennis court fences.

All temporary fence panels are installed as breakaway paneling in the event of an emergency, or evacuation.

- A - Festival Street Food vending area will be accessible for unobstructed guest ingress and egress at all times, while guests are present.
- B - Festival Street gate 'B' will be closed for guest entry, while '1' admission gate is in operation from approximately 6:00pm - 6:45pm each performance evening.



## Attachment B Event Deck Layout



- **Event Decking** 180' x 225'
- **Stage Footprint** 42' x 40'
- **Parking**
  - Access for up to 5 touring rigs, outlined with Blue brackets
  - Access for up to 12 passenger vehicles, with properly issued Festival backstage parking credentials, limited to essential touring and production personnel. Outlined with orange brackets
  - All motor vehicles shall be parked to not interfere with outlined (red) emergency access route.



1. Admission gate, west. Gate swings to allow guest access to Festival Street once admission line has cleared for the performance.
2. Admission gate, north. Primary guest entry gate.
3. Admission gate for sponsor ticket holders.
4. Volunteer, staff and credential only gate.
5. Backstage credentials required. No public, guest, or volunteer entry.
6. Designated Emergency Exit
7. Early Entry and Season Pass entry
8. Designated Emergency Exit

www.invarion.com

**TRAFFIC CORP**  
5077 N. BUILDING CENTER DRIVE  
COEUR D'ALENE, ID 83815  
(208) 665-4883

**TEMPORARY ROAD CLOSURE**

**FESTIVAL AT SANDPOINT**  
525 Pine St, Sandpoint, ID 83864

**LEGEND:**

- TEMP. SIGN
- TYPE 3 BARRICADE
- CLOSED AREA
- SPOTTER/FLAGGER

**Sign Spacing - X**

FREEWAYS, EXPRESSWAYS	60' TO 75'	1000' (500/250)
ROADWAYS, HWYS	45' TO 60'	500' +/-
ARTERIALS, COLLECTORS	30' TO 45'	200' +/- (1)
RESIDENTIAL, BUSINESS, INDUSTRIAL & BUSINESS DISTRICTS	20' TO 30'	200' +/- (1)
URBAN STREETS	25' MPH OR LESS	100' +/- (1)

(1) THIS SIGNING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS  
(2) ALL SIGNING IS TO BE PLACED IN ACCORDANCE WITH MUTCD

**Date:** 06/30/23 **Author:** KIM MULLENBERG/TCS

**Comments:**  
TRAFFIC CONTROL PLAN

**TRAFFIC CONTROL PLAN**

**TEMPORARY ROAD CLOSURE**

**FESTIVAL AT SANDPOINT**

525 Pine St, Sandpoint, ID 83864

## ATTACHMENT C

### WAR MEMORIAL FIELD ARTIFICIAL TURF POLICY

#### Field Use and Access Limitations for The Festival at Sandpoint Performance Series

This narrative provides strict direction for access, setup, operations, and takedown, of The Festival performance series use of War Memorial Field. It also lists prohibited materials and products that can be brought onto or used on the field surface. Any variance from these limitations must be in written form and incorporated into the Lease Agreement between the Festival at Sandpoint and the City of Sandpoint (parties).

#### General Artificial Turf Rules for Non-Athletic Events

- No Chewing Gum allowed
- No Sunflower seeds allowed
- No Smoking or Tobacco Products allowed
- No Glass bottles or containers allowed
- No Bicycles, skateboards, inline skates, scooters, allowed
- No Fireworks, or Pyrotechnics allowed
- No Pets allowed (except to assist with persons of disability)
- No open flames, barbecues, or grills allowed in areas not designated and sanctioned for food preparation.
- No Chemical Solvents, Oil Based Paints, Gasoline or Diesel Fuel use or Storage is allowed on the turf surface, except those fluids naturally contained in standard operational tanks for approved onsite vehicles and machinery. Use of approved internal combustion engine vehicles is permitted on the turf. No fuel, oil, or other such vehicle liquid changes or transfers shall be permitted to occur on the turf surface.

#### Erecting Tents, Stages, Decks, and placement of other Structures

- Festival Performance Tent shall be anchored using below grade anchor system only.
  - No Ground Staking for guy ropes/wires allowed for any tents or structures.
- All Temporary Tents, Pop-ups, Sunshades, etc, shall be anchored with ballast weights set on 3/4" thick Plywood panels. Water-filled containers are recommended but not required.
- For weights up to 75 lbs., a single layer of plywood can be used. Weights above 75 lbs. shall use two layers of plywood.
  - Plywood panels shall be sized two times (2x) the size of the object or weights' width and length, or diameter. 1ft. x 1ft. square, minimum size.
  - Refrigerators, coolers, freezers, ovens and other cooking appliances must be placed on Event Deck products designed and rated for these uses.
  - All food service and preparation locations shall have a fire extinguisher on site, if double plywood panels are used.

#### Protection of Turf Surfaces from Food and Beverage Spills

- In any areas designated for food and/or beverage sales, the artificial turf shall be covered with a moisture proof surface in the Service area where ordering, serving, pickup, of products occurs. Turf protection shall extend a minimum of ten (10') feet beyond the service area.
- All trash receptacles shall be placed on a hard surface (plywood or event deck) and have moisture proof protection surrounding the receptacle for an area two times (2X) the size of the receptacle base.
- All portable toilet stations shall be placed on event deck if located on turf surface and have a moisture proof membrane below the decking sized to an area equal to the event decking.

#### Access and Allowable Vehicles

- Acceptable vehicles for moving equipment and materials on the unprotected turf surface are: Golf Carts, ATV (All Terrain Vehicles), Side By Side, UTV (Utility Task Vehicles), ' mule' Cushman Industrial Carts. Avoid sharp turning movements, sudden stops or starts.
- Motorcycles are NOT allowed on the turf
- All other vehicles shall be limited to event deck surfacing rated by the manufacturer to carry and distribute the intended vehicle loads.
- Semi-tractor/trailers, tour buses, camp trailers, cranes, boom trucks, automobiles, pickup trucks and forklifts must use event decking for travel and maneuvering on the turf surface.
- Trailers towed by approved vehicles shall have similar tire profiles and inflation to the tow vehicle.
- Additionally required machinery may be requested in writing for use on turf. Both the request and the approval must be in writing and approved by The City of Sandpoint.

#### Seating and Walking Areas

- Congregated auditorium style folding chairs are not required to be placed on a hard surface for use.
- Designated pedestrian walk areas are not required to be covered with hard surfaces.
- High heeled shoes may be challenging on artificial turf

#### Damage, Repair and Cleaning

- The Festival representatives shall inspect the field with City of Sandpoint official special event representatives prior to lease use to determine whether conditions are safe and/or appropriate for any intended use.
- Cost to repair any damage to the turf system during, or as a result, of Festival activities shall be the responsibility of the Festival. All repairs shall be done by certified artificial turf installers engaged by the City of Sandpoint.
- The Festival shall be notified of damages and required repairs in writing within fourteen (14) days of inspection upon termination of lease period. In the event damages and repairs are required, an installer estimate shall be submitted to the Festival no later than thirty (30) days from lease termination.

**ATTACHMENT D**  
**2026 Festival at Sandpoint Permit**

**Event:** The Festival at Sandpoint

**Dates:** Full Reservation Date Range: Thursday, July 23, 2026-Thursday, August 13, 2026

Series Date Range: Thursday, July 30, 2026-Sunday, August 9, 2026

**Permit Location:** War Memorial Field and adjacent sidewalk and right-of-way to the North between the facility and Ontario Street and portions of Memorial Field Parking Lot and Lakeview Park, as identified in attached map(s)

**Sponsor:** The Festival at Sandpoint, Inc., 525 Pine St., Sandpoint, ID 83864

Attn: Veronica Knowlton (208) 265-4554 | [veronica@festivalatsandpoint.com](mailto:veronica@festivalatsandpoint.com)

**Comments/Conditions:**

1. All electrical cords to be insulated from the turf surface with a non-conductive material. Failure to do so may result in the melting of the turf surface.
2. No glass allowed.
3. Only paint approved in writing by Parks Supervisor may be used on the turf surface. No other paint of any kind to be used on the turf surface. City of Sandpoint shall provide thirty six (36) upright stanchions for the duration of the lease agreement.
4. Final Security Plan as submitted and accepted by the Sandpoint Police Chief is to be followed.
5. Temporary/permanent internet service and related infrastructure to be installed, as approved by the City of Sandpoint.
6. Parking area for Festival use is limited to the areas designated in the Festival Parking Lot Map as outlined in Attachment B: Memorial Field Parking Lot (attached). Chalk paint may be used to designate parking areas or number spots but shall be removed at the end of the event dates.
7. Only permitted vehicles are authorized to park on event decking within the fenced-in area. Parking shall be restricted to necessary RV vehicles, and up to twelve (12) passenger vehicles and five (5) tour vehicles as outlined in Attachment B: Event Deck Layout.
8. Large vehicle access for load-in shall be limited to 12:00 a.m.-10:00 a.m. and 9:00 p.m.-2:00 a.m. for load-out. If access is needed outside of this time, the Sandpoint Police Chief shall be notified as far in advance as possible. Outside of these times, parking in the Memorial Field lot is to remain open and unobstructed for public use. All Festival staff and volunteers shall be instructed to park offsite unless permitted to park in leased spaces as outlined in Attachment B, Leased Areas, to limit public impacts for other park uses.
9. Large/heavy vehicle load-in and load-out ONLY to be allowed at the North gate where the concrete is reinforced to withstand heavy vehicles (Gate 5, as depicted on 2026 Event Application, Attachment B). Gate 6 may be used for light-use only.
10. Traffic control plan to be implemented and followed in accordance with the attached plan submitted by TrafficCorp.

11. Any deviations for the approved site plan, TCP, and overall operations as approved by the City shall be submitted to the City in writing for formal consideration and must be approved in writing prior to implementation.
12. Names of booked performers shall be provided to the Special Event Permit Coordinator and Police Chief via email on or before June 1, 2026. Notifications shall also be provided for any artist substitutions.
13. Weekly ticket sales numbers shall be provided to the Special Event Permit Coordinator and Police Chief via email beginning the week of June 16, 2026.
14. A final report on purchased ticket redemptions shall be provided to the Special Event Permit Coordinator no later than August 31, 2026. The City will remit an invoice to the Festival based on final ticket usage and application of the \$2.15/ticket fee as adopted by the Sandpoint City Council.
15. The City will remit an invoice to the Festival for actual utility usage. Payment is required within 30 days of the invoice date.
16. The Festival shall be responsible for all supplies and cleaning of restrooms located at Cotton-Barlow Stadium, as well as the concession stand building. The City Parks & Recreation staff will supply and maintain the public restrooms located at the boat launch and the tennis courts.
17. The City shall be responsible for removal and storage of all sporting equipment for the duration of the lease as detailed in section XIII MISCELLANEOUS.
18. Lessor shall conduct a pre-walkthrough inspection on Tuesday, July 21 at 9:00 a.m. to ensure facilities are clean, stocked, and ready for occupancy. Upon termination of the lease, facilities shall be returned by lessee to lessor in the same condition.
19. Permit subject to satisfactory life/safety inspections. The initial inspection is to be conducted on Wednesday, July 29<sup>th</sup> at 4:00PM at which time setup must be 80% complete. Final inspection to be held on the first day of the series Thursday, July 30<sup>th</sup> at 10:00 pm Any re-inspections shall be subjected to fees as adopted on the City's current fee schedule. Public occupancy is subject to approval at final inspection.
20. The Festival shall be notified of damages and required repairs in writing within fourteen (14) days of inspection upon termination of lease period. In the event damages and repairs are required, an installer estimate shall be submitted to the Festival no later than sixty (60) days from lease termination.
21. The Special Event Permit Coordinator is to be the sole point of contact for all event-related questions, concerns, or issues. (208) 946-2065, [hkeys@sandpointidaho.gov](mailto:hkeys@sandpointidaho.gov), Monday-Friday 8:00 a.m.-5:00 p.m.. After hours and weekends, please contact Jason Welker – [jwelker@sandpointidaho.gov](mailto:jwelker@sandpointidaho.gov) (208) 290-0137.

Hayley Keys

Hayley Keys

Special Event Permit Coordinator



## AGENDA REPORT

### City Council Meeting

**TODAY'S DATE:** April 7, 2026

**MEETING DATE:** April 15, 2026

**TO:** MAYOR AND CITY COUNCIL

**FROM:** Rachel McKinley, Project Manager

**SUBJECT:** 2026 Stormwater Management Study: Professional Services Agreement Award

#### BACKGROUND:

On March 18, 2026, staff presented the 2026 Stormwater Management Study project to Council. This project is a high-level study assessing how we are currently managing stormwater and where we need to be to manage and address existing and future stormwater/flooding issues along with preparing for future Municipal Separate Storm Sewer Systems (MS4) permit requirements. This study is the first phase of updating the City's 2016 Stormwater Management Plan. Staff reviewed the 2016 Plan and met with J-U-B Engineering and identified the several tasks to meet the above goals.

#### DESCRIPTION

With Council's feedback, staff updated the draft scope of work from J-U-B Engineering to complete their work of the 2016 Plan. Such tasks include:

- updating Stormwater Collection System Modeling,
  - includes preparing a summary of findings that identifies system deficiencies for current and future build out per City Zoning and 2024 Comp Plan, areas of limited capacity, potential improvements, and recommendations for future capital planning;
- reviewing and updating the City's Stormwater Management Ordinance;
- developing an Implementation Plan to Meet EPA Phase II Stormwater Requirements; and
- developing next steps for future planning efforts.

The attached Professional Services Agreement (PSA) was reviewed and signed by J-U-B Engineering.

**STAFF RECOMMENDATION:** Staff recommends City Council consider approving the PSA with J-U-B Engineering in the amount of \$80,100 for engineering services for the 2026 Stormwater Management Study project, authorizing the Mayor to sign the PSA.

**ACTION:** Award contract to approve the PSA with J-U-B Engineering in the Amount of \$80,100 for engineering services, authorize the Mayor to sign the PSA.

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

#### ATTACHMENTS:

1. Professional Services Agreement (A26-3400-3 JUB STORMWATER MANAGEMENT AGREEMENT - signed)

#### LINKS:

1. Staff Presentation to Council on March 18, 2026: <https://youtu.be/DteKiecOZ2Y?t=3985>
2. 2016 Stormwater Facilities Plan <https://www.sandpointidaho.gov/media/3566>

No: 26-  
Date: April 15, 2026

RESOLUTION  
OF THE CITY COUNCIL  
CITY OF SANDPOINT

**TITLE: PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS, INC. FOR A STORMWATER MANAGEMENT STUDY PROJECT (CITY AGREEMENT NO. A26-3400-3)**

WHEREAS: On March 18, 2026, staff presented the 2026 Stormwater Management Study project to the City Council;

WHEREAS: The project is intended to provide a high-level assessment of the City's current stormwater management practices and identify necessary improvements to address existing and future stormwater and flooding issues, while preparing for anticipated Municipal Separate Storm Sewer System (MS4) permit requirements;

WHEREAS: The study represents the first phase of updating the City's 2016 Stormwater Management Plan. Staff has reviewed the 2016 Stormwater Management Plan, coordinated with J-U-B Engineering, and identified key tasks necessary to achieve the project goals

WHEREAS: With Council feedback, staff refined the scope of work to include updating stormwater collection system modeling, preparing a summary of system deficiencies and capacity limitations, identifying potential improvements and recommendations for future capital planning, reviewing and updating the City's Stormwater Management Ordinance, developing an implementation plan to meet EPA Phase II stormwater requirements, and outlining next steps for future planning efforts; and

WHEREAS: J-U-B Engineering has prepared and executed a Professional Services Agreement to perform the described engineering services;

NOW, THEREFORE, BE IT RESOLVED THAT: The Professional Services Agreement with J-U-B Engineering for 2026 Stormwater Management Study Project (City Agreement No. A26-3400-3) in the amount of \$80,100.00, a copy of which is attached hereto and made a part hereof as if fully incorporated herein, is hereby approved.

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

\_\_\_\_\_  
Jeremy Grimm, Mayor

ATTEST:

\_\_\_\_\_  
Meri Jane Bohn, City Clerk

## AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS AGREEMENT effective as of April 6, 2026 (“Effective Date”) between City of Sandpoint (“Owner”) and J-U-B Engineers, Inc. (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: Engineering services in performing a Stormwater Management Study.

Engineer’s services under this Agreement are generally identified as follows: Engineering services to cover professional services to develop a set of plans, special provisions, and cost estimates for the project. (“Services”)

Other terms used in this Agreement are defined in Article 7.

Owner and Engineer further agree as follows:

### ARTICLE 1 – SERVICES OF ENGINEER

#### 1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

### ARTICLE 2 – OWNER’S RESPONSIBILITIES

#### 2.01 *General*

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit B.
- B. Owner shall furnish to Engineer all existing studies, reports, and other available information pertinent to the Engineer’s performance of the Services, including reports and data relative to previous transportation planning efforts.
- C. Owner shall advise Engineer of the identity and scope of services of any independent Engineers retained by Owner to perform or furnish services pertinent to the Services.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- E. Owner shall inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to any Site under study.
- F. Owner shall examine all alternative solutions, studies, reports, sketches, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, and other advisors or Engineers as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

- G. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall provide, as required for Engineer performance of its Services:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, 2010, and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
  2. Legal services with regard to issues pertaining to the Project as Owner requires, or Engineer reasonably requests.
- H. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
1. any development that affects the scope or time of performance of Engineer's services;
  2. the presence of any Constituent of Concern at any Site; or
  3. any relevant, material defect or nonconformance in Engineer's services or Owner's performance of its responsibilities under this Agreement.

### ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

#### 3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

#### 3.02 Time for Completion

- A. Engineer shall complete its obligations no later than April 30, 2027. Specific periods of time for rendering services or specific dates by which services are to be completed are provided in Exhibit A.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

### ARTICLE 4 – INVOICES AND PAYMENTS

#### 4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare detailed invoices of the work performed under the Scope of Services, Exhibit A, and in accordance with the terms of this Article and Exhibit B. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

#### 4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

- B. *Failure to Pay*: If Owner fails to make payments due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
  1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  2. Engineer may, after giving fourteen days' written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges.
- C. *Disputed Invoices*: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall advise Engineer in writing of the specific basis for doing so, may withhold the portion so disputed, and pay the undisputed portion subject to the terms of Paragraph 4.01.

#### 4.03 *Payment for Basic Services (Hourly Rates Plus Reimbursable Expenses) and Additional Services*

- A. Using the procedures set forth in this Article, Owner shall pay Engineer for Basic Services as follows:
  1. An amount equal to the cumulative hours charged to the Basic Services by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Basic Services (including but not limited to expenses in the categories listed on the reimbursable expenses schedule in Exhibit B) and Engineer's subconsultants charges, if any.
  2. The total compensation for Basic Services and reimbursable expenses shall not exceed \$80,100.00 (Eighty Thousand One Hundred Dollars) for this Project.
- B. For Additional Services, if requested by the Owner, in writing, Owner shall pay Engineer an amount equal to the cumulative hours charged to providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services (including but not limited to expenses in the categories listed on the reimbursable expenses schedule in Appendix 1) and Engineer's subconsultants charges, if any.

## ARTICLE 5 – GENERAL CONSIDERATIONS

### 5.01 *Standards of Performance*

- A. *Standard of Care*: The standard of care for all professional Consulting and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy*: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical

accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

- C. *Engineers*: Engineer may retain such consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others*: Subject to the standard of care set forth in Paragraph 5.01.A, Engineer and its Engineers may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- F. Engineer services exclude professional Engineering, architectural, landscape architecture, construction management, professional land surveying, or public works construction duties.
- G. Engineer's services do not include providing legal advice or representation.
- H. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- I. Engineer shall obtain a City of Sandpoint business license prior to executing this Agreement.

#### 5.02 *Use of Documents*

- A. Owner shall retain an Ownership and property interest in all Documents (including the copyright and the right of reuse at the discretion of the Owner) whether or not the Services or the Project is completed.

#### 5.03 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

#### 5.04 Insurance

- A. Engineer, and any other consultant retained to perform services under this Agreement, will maintain insurance coverage for General Liability, Professional Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request with City of Sandpoint named as Additional insured.
1. Worker's Compensation: State of Idaho Statutory Limits
  2. Automobile Bodily Injury and Property Damage Liability: \$1,000,000 each occurrence
  3. Professional Liability: Errors and Omissions: \$1,000,000
  4. Comprehensive Commercial General Liability: \$1,000,000 per occurrence/  
\$2,000,000 aggregate

#### 5.05 Termination

- A. *Termination*: The obligation to provide further services under this Agreement may be terminated:
1. For cause,
    - a. By either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
    - b. By Engineer:
      - i. upon fourteen days' written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - ii. upon fourteen days' written notice if the Engineer's services are delayed for more than 90 days for reasons beyond Engineer's control.
    - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
  - B. *Termination for Convenience/Non-Appropriation*: Owner may terminate the Agreement for Owner's convenience effective upon the Engineer's receipt of written notice from Owner. Owner may terminate the Agreement in the event of loss of program funding.
  - C. The terminating party may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

- D. In the event of any termination, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

#### 5.06 *Controlling Law*

- A. This Agreement is to be governed by the State of Idaho. The jurisdiction/venue for any action arising out of performance of this Agreement, or interpretation of its terms and conditions, shall be in the District Court in the First Judicial District of the State of Idaho, Bonner County.

#### 5.07 *Successors, Assigns, and Beneficiaries*

- A. Engineer and its successors, executors, administrators, and legal representatives, are hereby bound to the Owner to this Agreement, and to its successors and assigns in respect of all covenants, agreements, and obligations of this Agreement.
- B. Engineer may not assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the Owner, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the Engineer from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner to any Constructor, or other third-party individual or entity, or to any surety for or employee of any of them.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and not for the benefit of any other party. Any and all Documents prepared by Engineer, including but not limited to the Report to be prepared pursuant to Exhibit A, are prepared solely for the use and benefit of Owner, unless expressly agreed otherwise by Engineer.

#### 5.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

#### 5.09 *Indemnification*

- A. *Indemnification by Engineer:* To the extent allowed by law, Engineer shall indemnify and hold the Owner, 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 Engineer wrongful acts or omissions in the performance of its duties under this Agreement. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the

Owner, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner, the limits of liability provided to the Owner specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

#### 5.10 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

#### 5.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

### ARTICLE 6 – DEFINITIONS

#### 6.02 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits and Appendix) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
1. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in as may be agreed upon, in writing, throughout the Project.
  2. *Agreement*—This written contract for study and report professional services between Owner and Engineer, including all exhibits identified in Paragraph 7.01 and any duly executed amendments.
  3. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

4. *Engineers*—Individuals or entities having a contract with Engineer to furnish services with respect to this Agreement as Engineer's independent professional associates and Engineers; subcontractors; or vendors.
5. *Documents*—Data, studies, reports (including the Report referred to in Exhibit A), and other deliverables, whether in printed or electronic format, provided or furnished by Engineer to Owner pursuant to this Agreement.
6. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
7. *Engineer*—The individual or entity named as such in this Agreement.
8. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
9. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed.
10. *Project*—The total undertaking to be accomplished for Owner by Engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Services to be performed or furnished by Engineer under this Agreement are a part.

#### ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

##### 7.01 *Exhibits Included*

- A. Exhibit A, Scope of Services.
- B. Exhibit B, Fee Schedule

##### 7.02 *Entire Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

##### 7.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of the respective party that the individual represents.

##### 7.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 7.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: CITY OF SANDPOINT

Engineer: J-U-B Engineers, Inc.

By: \_\_\_\_\_  
 Print name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date Signed: \_\_\_\_\_

By: Angela Comstock  
Angela Comstock (Apr 7, 2026 05:51:33 PDT)  
 Print name: Angela Comstock  
 Title: Program Manager  
 Date Signed: 04/07/2026

Address for Owner's receipt of notices:  
1123 Lake Street  
Sandpoint, Idaho 83864

Address for Engineer's receipt of notices:  
J-U-B Engineers, Inc.  
745 W Hanley Ave  
Coeur d'Alene, Idaho 83815

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Title: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

Title: Karie Gullickson  
 Phone Number: 208-762-8787  
 E-Mail Address: kgullickson@jub.com

**EXHIBIT A**  
**SCOPE OF SERVICES**

**PART 1 – PROJECT UNDERSTANDING**

ENGINEER's understanding of this project's history and OWNER's general intent and scope of the project are described as follows:

The tasks outlined in this Scope of Services shall be complete within one year from NTP. The Owner is preparing to meet EPA Phase II Stormwater requirements for MS4 by 2030. ENGINEER will assist the Owner by performing a Stormwater Management Study. This study will build on the findings and recommendations from the previously developed Stormwater Facilities Plan Report drafted in February of 2016. The goals of the study, as understood by ENGINEER, include the following:

1. Updating the current Stormwater Collection System Model
  - a. Working with Owner staff to identify any gaps in the system
2. Reviewing and updating the Owner's Stormwater Management Ordinance
3. Developing an implementation plan to meet EPA Phase II Stormwater Requirements by 2030
4. Helping the Owner to estimate a Stormwater planning budget for FY27

This study is the first phase of the Owner's stormwater needs. It is understood that additional phases may include the following:

- Assisting the Owner with a plan for implementing a Stormwater Utility
- Development of a Owner Stormwater Management Plan
- Implementation of the Stormwater Utility
- Generating a 5-year Stormwater Capital Improvement Plan
- Help the Owner understand funding gaps and identify additional funding sources

**PART 2 – SCOPE OF SERVICES BY ENGINEER**

ENGINEER's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of OWNER.

**A. TASK 001: PROJECT MANAGEMENT**

Engineer will provide comprehensive project management services to ensure coordinated execution, effective communication, and timely delivery of the Stormwater Management Study. Activities will include the following:

1. Set up project into ENGINEER's financial and record keeping systems for document retention and project controls.
2. Conduct project planning and risk assessment.
3. Coordinate quality assurance / quality control (QA/QC) processes.
4. Communicate and coordinate ENGINEER team activities.
5. Communicate and coordinate subconsultant activities under ENGINEER.
6. Regularly monitor project status, budget and schedule.
7. Regular communication and coordination with Owner to keep project progressing in a timely manner.
8. During periods of project activity, provide a regular report to OWNER on project status, budget and schedule.

9. Provide a monthly invoice including budget status.
10. Provide ongoing document handling and filing.

**B. TASK 002: UPDATE STORMWATER COLLECTION SYSTEM MODEL**

1. For this task, Engineer will update the Owner's stormwater collection system model to reflect current system conditions, growth considerations, and updated hydrologic assumptions. Activities will include the following:
  - a. Analyze the existing stormwater collection system using available GIS data, as-built drawings, and field information.
  - b. Evaluate the general capacity of the collection system under baseline and selected design storm events consistent with Owner standards and EPA MS4 guidance.
  - c. Work with Owner staff to identify gaps or areas of known concern in the existing system, including choke points, undersized conveyance, or areas with reported flooding or standing water.
  - d. Field Exploration to supplement survey and GIS data of pipes, manholes, inlets, flowlines, and other structures where needed to improve model accuracy.
  - e. Update hydrologic parameters (curve numbers, drainage basin delineations, impervious surfaces, etc.) based on the latest available information.
  - f. Re-run and update the model using the latest version of the modeling software agreed upon with the Owner.
  - g. Prepare a summary of findings that identifies system deficiencies for current and future build out per Owner Zoning and 2024 Comp Plan, areas of limited capacity, potential improvements, and recommendations for future capital planning.
  - h. Assumptions:
    - i. OWNER will provide available GIS databases, as-built plans, and any known field observations.
    - ii. No new topographic survey beyond spot confirmation will be required. If significant survey efforts are needed, this will be completed under a supplemental agreement.
    - iii. The modeling effort will build on, not fully replace, the existing Owner model.
    - iv. Design storms will be consistent with current Owner standards unless otherwise directed.
  - i. Deliverables:
    - i. Updated stormwater model files
    - ii. Basin and system capacity summary
    - iii. Technical memorandum outlining methods, assumptions, findings, and recommended next steps
    - iv. GIS layers updated or added as part of the modeling effort

**C. TASK 003: REVIEW AND UPDATE THE OWNER'S STORMWATER MANAGEMENT ORDINANCE**

1. For this task, Engineer will assist the Owner in modernizing its Stormwater Management Ordinance to reflect current best practices, EPA Phase II requirements, and the Owner's growth expectations. Activities will include the following:
  - a. Review the existing Stormwater Management Ordinance in detail.
  - b. Compare ordinance content to current EPA Phase II MS4 requirements, Idaho regulatory expectations, and general best practices for Western U.S. municipal stormwater programs.
  - c. Work with Owner staff to identify goals of the ordinance update, including alignment with long-term planning, development review processes, and maintenance responsibilities.
  - d. Update language to support Owner goals, provide clarity to developers, and align with forthcoming implementation planning for MS4 compliance.
  - e. Provide draft revisions to the ordinance in redline and clean formats.
  - f. Facilitate two review meetings with Owner staff to discuss revisions and incorporate feedback. One meeting will occur prior to the Owner presenting the draft at a Owner Council meeting and one will occur following said Owner Council meeting.
  - g. Prepare a final updated ordinance ready for consideration by Owner leadership.
  - h. Assumptions:
    - i. Ordinance update includes general policy and regulatory content, not a full rewrite of associated technical standards unless requested separately.
    - ii. Two consolidated review cycles are included.
  - i. Deliverables:
    - i. Redline versions of the ordinance
    - ii. Clean revised ordinance

**D. TASK 004: DELVEOP AND IMPLEMENTATION PLAN TO MEET EPA PHASE II STROMEWATER REQUIREMENTS BY 2030**

1. For this task, Engineer will develop a practical and achievable plan for the Owner to meet EPA Phase II MS4 requirements by 2030. Activities will include the following:
  - a. Develop a plan with programmatic actions for the six (6) Minimum Control Measures (MCMs) defined by the EPA Phase II Stormwater rules.
  - b. Define measurable goals that align with MS4 permit expectations.
  - c. Identify budget needs necessary to support implementation.
  - d. Establish a timeline for meeting NPDES permit application requirements, including internal milestones and external submittal deadlines.
  - e. Prepare a structured plan that will serve as a roadmap through 2030 and support the Owner's upcoming stormwater utility and capital planning efforts.
  - f. Assumptions:
    - i. Implementation plan will be based on current EPA guidance and anticipated state oversight requirements.
    - ii. OWNER will identify internal staff roles for future program components.
  - g. Deliverables:
    - i. Implementation Plan document

- ii. MS4 Minimum Control Measure matrix with measurable goals
- iii. Implementation schedule with milestone tracking

**E. TASK 005: ESTIMATE A STORMWATER PLANNING BUDGET FOR FY27**

1. For this task, Engineer will help the Owner estimate needs for FY2027 stormwater-related planning and program development. Activities will include the following:
  - a. Help the Owner establish priorities for FY2027, considering short-term needs, compliance requirements, and identified system gaps.
  - b. Assist with defining anticipated costs for planning and initial implementation of MS4 programming.
  - c. Provide order-of-magnitude estimates for improvements identified in the collection system model as applicable.
  - d. Develop a budget summary that aligns with the Owner's fiscal processes and capital improvement planning practices.
  - e. Assumptions:
    - i. Budget categories will be limited to planning, program development, and early-stage implementation efforts.
    - ii. No detailed Engineering cost opinions will be developed unless requested separately. If requested, these will be developed under a supplemental agreement.
  - f. Deliverables:
    - i. FY27 Planning Budget Summary

**PART 3 – OWNER PROVIDED WORK AND ADDITIONAL SERVICES**

- A. **OWNER-Provided Work** - Owner is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
  1. Provide available record drawings, GIS data, or design information for the existing stormwater collection system.
  2. Provide historical knowledge on issue areas or gaps withing the existing system.
  3. Provide available hydraulic analysis or flow information.
  4. Review draft and final deliverables and provide review comments.
  5. Present findings to the Owner Council and Public.
- B. **Additional Services** - Owner reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
  1. Supplemental topographic survey of stormwater facilities
  2. Assisting the Owner with a plan for implementing a Stormwater Utility
  3. Development of a Owner Stormwater Management Plan
  4. Implementation of the Stormwater Utility
  5. Generating a 5-year Stormwater Capital Improvement Plan with Engineering cost opinions
  6. Help the Owner understand funding gaps and identify additional funding sources

**PART 4 – BASIS OF FEE AND SCHEDULE OF SERVICES**

- A. OWNER shall pay ENGINEER for the identified Services in PART 2 as follows:
  - 1. For Time and Materials fees:
    - a. For all services performed on the project, Owner shall pay ENGINEER an amount equal to the cumulative hours charged to the Project by each class of ENGINEER’s personnel times ENGINEER’s standard billing rates.
    - b. Owner shall pay ENGINEER for ENGINEER’s Consultants’ charges times a multiplier of 1.1.
  - 2. ENGINEER may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. Period of Services
  - 1. If the planned period of service for the Tasks identified above extend more than one year, ENGINEER’s billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
  - 2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for ENGINEER’s services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.
- C. OWNER acknowledges that ENGINEER’s schedule commitments outlined in Part 4 are subject to the standard of care and ENGINEER will not be responsible for delays beyond our direct control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.
- E. All tasks outlined in this Scope of Services shall be complete by April 30, 2027
- F. The above fees were developed from the Work Breakdown Structure (WBS) and are attached as Exhibit B – Fee Schedule

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
001	Project Management	Time and Materials (Estimated Amount Shown)	\$16,200	Concurrent with Work Progress
002	Update Stormwater Collection System Model	Time and Materials (Estimated Amount Shown)	\$38,900	To begin within 3 weeks after contract is executed, and notice to proceed and all required data is received
003	Review and Update the Owner’s Stormwater Management Ordinance	Time and Materials (Estimated Amount Shown)	\$9,900	Concurrent with Work Progress
004	Develop an implementation plan to meet EPA Phase II	Time and Materials (Estimated Amount Shown)	\$10,100	To begin after pertinent info from Task 002 is developed

	Stormwater Requirements by 2030			
005	Estimate a Stormwater planning budget for FY27	Time and Materials (Estimated Amount Shown)	5,000	Draft for OWNER review 6 months after executed contract, notice to proceed, and receipt of all required data. This task shall be complete by February, 2027.
<b>Total:</b>			<b>\$80,100</b>	

F. The above fees were developed from the Work Breakdown Structure (WBS) and are attached as Exhibit B – Fee Schedule

**PART 5 – CERTIFICATIONS AND DELIVERABLES**

- A. Certification Concerning Boycott’s: Pursuant to Idaho Code section 67-2346, ENGINEER certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control. Furthermore, ENGINEER certifies that it will not, for the duration of this Agreement, engage in a boycott of goods and services from companies that engage in or support the following industries: fossil-fuel based energy, timber, minerals, hydroelectric power, nuclear energy, agriculture, or firearms.
- B. Certification Concerning Abortion Providers: Pursuant to Idaho Code 18-87, ENGINEER certifies that it is not currently an abortion provider and will not become one during the term of this Agreement.
- C. Certification Concerning Government Ownership or Operation. Pursuant to Idaho Code section 67-2359, ENGINEER certifies that is not owned or operated by the government of China and will not for the duration of this contract.
- D. Electronic deliverables provided to the OWNER as part of the work described within this Attachment are subject to the provisions of ENGINEER's “electronic document/data limited license” found at edocs.jub.com.
- E. The Owner understands and agrees that Artificial Intelligence (AI) may be used as a tool on the Project, including but not limited to meeting notes, graphics, document editing, etc. (along with AI features that are integral to design and other software). Results of AI and software applications will be reviewed and, if necessary, modified by ENGINEER prior to submittal as a Deliverable.

**EXHIBIT B  
FEE SCHEDULE**

<b>Task Number</b>	<b>Task Name</b>	<b>Fee Type</b>	<b>Amount</b>	<b>Anticipated Schedule</b>
001	Project Management	Time and Materials (Estimated Amount Shown)	\$16,200	Concurrent with Work Progress
002	Update Stormwater Collection System Model	Time and Materials (Estimated Amount Shown)	\$38,900	To begin within 3 weeks after contract is executed, and notice to proceed and all required data is received
003	Review and Update the Owner's Stormwater Management Ordinance	Time and Materials (Estimated Amount Shown)	\$9,900	Concurrent with Work Progress
004	Develop an implementation plan to meet EPA Phase II Stormwater Requirements by 2030	Time and Materials (Estimated Amount Shown)	\$10,100	To begin after pertinent info from Task 002 is developed
005	Estimate a Stormwater planning budget for FY27	Time and Materials (Estimated Amount Shown)	5,000	Draft for OWNER review 6 months after executed contract, notice to proceed, and receipt of all required data. This task shall be complete by February, 2027.
<b>Total:</b>			<b>\$80,100</b>	

Agreement price not to exceed \$80,100.00 (Eighty Thousand One Hundred Dollars). Owner makes no guarantee entire contract amount will be expended during the term of this agreement.

### 3-2-9: - Open Container Law:

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

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

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

- a. Farmin Park;
- b. War Memorial Field;
- c. Within the buildings located at 607 and 611 South Ella Avenue in Lakeview Park; and
- d. The James E. Russell Sports Center at Travers Park.

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

2. City Beach Park: The consumption of beer and wine shall be permitted within a designated 0.88-acre area located in the northwest corner of the interior lawn at City Beach Park during events organized as community fundraisers (see Figure 1 below). For purposes of this section, a "community fundraiser" means an event open to the public where donations, contributions, or proceeds are solicited for charitable, educational, or benevolent purposes, including but not limited to events benefiting nonprofit organizations, individuals facing medical or financial hardship, community improvement projects, or other charitable causes. One single-day event per month ~~from September through June, excluding July and August,~~ may be hosted by a qualifying organization. Alcohol service at City Beach Park shall be permitted only for events approved under the city's special event permitting process pursuant to [Title 6](#), Chapter 6, of this code.

Figure 1: City Beach Alcohol Service Area for Special Events



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

ORDINANCE NO. 1434

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

WHEREAS: Under the current code, alcohol consumption is generally prohibited on sidewalks, rights-of-way, and in public parks except in specifically designated facilities, including in Farmin Park at War Memorial Field, in the James E. Russell Sports Center at Travers Park, and at one single-day event per month from September through June organized as a community fundraiser within a 0.88-acre area located in the northwest corner of the interior lawn at City Beach Park;

WHEREAS: ~~Over the past year~~ With several local event organizers requesting expanded options for hosting special events at City Beach Park during the months of July and August ~~other parks and facilities~~, staff has worked with the Community Planning & Development Department Parks & Recreation Department, Police Department, and City Attorney to evaluate these requests and develop appropriate code amendments; and

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

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

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

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

3-2-9: Open Container Law:

- A. No person in a motor vehicle, while the vehicle is on a public highway or the right-of-way of a public highway in the city, may drink or possess any open beverage containing alcoholic liquor, beer, or wine, unless such person is a passenger in the passenger area of a limousine, or in the living quarters of a recreational vehicle. Violation of this section is a misdemeanor for the individual in actual physical control of the vehicle pursuant to section 18-8004, Idaho Code, and an infraction for other individuals violating this section.
- B. It shall be unlawful for any person to drink or consume beer, wine or any other intoxicating beverage or to have in their possession any open bottle, can or other container containing such beer, wine or other intoxicating beverage while on a sidewalk, boardwalk, or anywhere within the public street right-of-way or in any public park within the city, except as follows:
  - 1. Authorized locations: The consumption of alcoholic beverages shall be permitted only at the following locations:

ORDINANCE NO. 1434

- a. Farmin Park;
- b. War Memorial Field;
- c. Within the buildings located at 607 and 611 South Ella Avenue in Lakeview Park; and
- d. The James E. Russell Sports Center at Travers Park

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

- 2. City Beach Park: The consumption of beer and wine shall be permitted within a designated 0.88-acre area located in the northwest corner of the interior lawn at City Beach Park during events organized as community fundraisers (see Figure 1 below). For purposes of this section, a “community fundraiser” means an event open to the public where donations, contributions, or proceeds are solicited for charitable, educational, or benevolent purposes, including but not limited to events benefiting nonprofit organizations, individuals facing medical or financial hardship, community improvement projects, or other charitable causes. One single-day event per month ~~from September through June, excluding July and August,~~ may be hosted by a qualifying organization. Alcohol service at City Beach Park shall be permitted only for events approved under the City’s special event permitting process pursuant to Title 6, Chapter 6, of this code.

Figure 1: City Beach Alcohol Service Area for Special Events



- 3. General Conditions: Alcoholic beverages may be sold, served, or provided (including complimentary service) only by an authorized vendor operating under a valid City-issued alcohol beverage catering permit. Consumption shall be confined to the City-approved alcohol service area shown on the event site plan, which shall be enclosed by permanent or temporary barriers or other controls approved by the City. If the event includes a City-approved street closure or venue expansion, the

ORDINANCE NO. 1434

designated service area may include such areas as shown on the site plan approved with the special event permit. Sidewalks shall remain open and unobstructed, and ADA access maintained, unless expressly included in an approved closure.

**ORDINANCE SECTION 2 – REPEAL AND SEVERABILITY:**

- A. Any provision of the *Sandpoint City Code* found to be inconsistent with this Ordinance is hereby repealed.
- B. Should any provision of this Ordinance be deemed unlawful or unconstitutional, such finding shall not affect the remaining provisions of this Ordinance.

**ORDINANCE SECTION 3 – PUBLICATION AND EFFECTIVE DATE:**

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

PASSED AND ADOPTED AS AN ORDINANCE OF THE CITY OF SANDPOINT, IDAHO, AT A REGULAR SESSION OF THE SANDPOINT CITY COUNCIL ON APRIL 15, 2026.

\_\_\_\_\_  
Jeremy Grimm, Mayor

Attest: \_\_\_\_\_  
Meri Jane Bohn, City Clerk

SUMMARY OF ORDINANCE NO. 1434  
Open Container Law

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

Following is a summary of the provisions of Ordinance No. 1434.

Ordinance Section 1 amends City Code 3-2-9, Open Container Law, to allow for the consumption of alcoholic beverages under certain conditions during special events at City Beach Park. One single-day event per month may be hosted by a qualifying organization. Alcohol service at City Beach Park shall be permitted only for events approved under the City's special event permitting process pursuant to Title 6, Chapter 6, of this code.

Ordinance Section 2 provides for repeal and severability.

Ordinance Section 3 provides for publication and an effective date.

This publication is a summary of the full Ordinance and is being published pursuant to Idaho Code Section 50-901A. This ordinance was passed and approved upon a proper roll call vote and duly enacted at a properly-noticed session of the Sandpoint City Council, held April 15, 2026. The full text of the Ordinance is on file with the Sandpoint City Clerk and will be promptly provided during regular hours to any citizen on personal request.

*Published once in the Legals section of the Bonner County Daily Bee on April 17, 2026.*

**STATEMENT OF LEGAL ADVISOR**

I, Zachary Jones, legal advisor for the City of Sandpoint, Idaho, have examined the summary of the ordinance to be presented to the Sandpoint City Council on April 15, 2026, providing for amendments to City Code Title 3, Chapter 2, Section 9, pertaining to Open Container Law, and find it to be a true and complete summary of said ordinance, providing adequate notice to the public of the contents thereof.



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Zachary Jones  
City of Sandpoint Legal Advisor

# City of Sandpoint WWTP Improvements Project Update

**Keller Associates**

April 15, 2026



# Project Overview and Current Focus

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The City of Sandpoint is advancing a comprehensive upgrade to its Wastewater Treatment Plant (WWTP) to address aging infrastructure, capacity limitations, and long-term regulatory compliance.

## Current Focus:

- Finalizing regulatory approach
- Securing funding
- Preparing to move into design

# Preliminary Engineering Report (PER) – Status Update

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The Preliminary Engineering Report (PER), which defines the recommended improvements, project scope, and planning-level costs, has been completed and reviewed by the Idaho Department of Environmental Quality (DEQ).

DEQ comments have been addressed, and the PER is ready for resubmittal.

**Next Step:**

Proceed with PER resubmittal to DEQ.

**Future Council Action:**

Staff will return to Council prior to advancing into design to confirm project scope, phasing, and funding strategy.

# Regulatory Coordination – Permit Flexibility

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The City has requested permit flexibility from DEQ for high wet-weather flow events.

## Intent:

- Align permit requirements with wet weather events
- Avoid sizing the plant for rare/extreme peak events
- Reduce projects costs by ~\$10 million.

## Current status:

- Memo submitted to DEQ in March
- Meeting scheduled for May
- Outcome uncertain

## Risk:

- This is a significant cost-optimization opportunity, but it could delay final design as IDEQ considers the permit change. Proceeding before IDEQ approval carries risks that could affect project timelines.

# Funding

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## Current status:

- **Revenue Bond**
  - \$130M Revenue Bond (approved by voters); Provides overall funding capacity for the project
- **State Revolving Fund (SRF) to support Phase 1**
  - Secured SRF funding package totaling approximately \$40 million (with \$2.5M in grant).
  - Anticipate ~\$20M in a future funding cycle

## Next Steps:

- **Phase 1 is largely aligned with secured and anticipated SRF funding**
- **Phase 2 will depend on additional funding sources**
  - USDA-RD funding (application 2026)
  - Private Bond
  - Grants
  - WIFIA

# Project Phasing and PER Amendment



The project is being advanced in two phases to align with funding and construction needs.

- **Phase 1** (Priority Improvements) – Pumping improvements, treatment improvements, SCADA, and backup power (further alignment with the City is needed)
- **Phase 2**– Additional flow capacity for the processes above, UV disinfection rather than chlorine, solids handling, and site improvements

## **Next Step:**

Refine Phase 1 and Phase 2 scope and update PER accordingly.

# Environmental Review (EID)

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An Environmental Information Document (EID) is required to access SRF funding.

**Status:** Draft in progress (started Feb 2026)

**Next Steps:**

- Complete document
- Conduct required public outreach

**Importance:**

- Required to fully access funding.
- Needed before advancing into construction

# Project Delivery Strategy – CM/GC

---



The City plans to use a CM/GC delivery method due to:

- Complexity of constructing within an active plant
- Need to manage risk and maintain operations

## **Benefits:**

- Early contractor involvement
- Improved constructability and cost control
- Reduced risk during construction

**Next Step:** Begin CM/GC procurement to align with design

## **Future Council Action:**

Council authorization will be requested prior to initiating procurement and design.

# Key Next Steps

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## **Near-Term (Next 1–3 Months):**

- Continue permit flexibility coordination (May meeting)
- Update PER to reflect phasing; Resubmit PER to DEQ
- Finalize SRF funding agreements

## **Mid-Term:**

- Complete environmental review (EID)
- Initiate CM/GC procurement

## **Return to Council For:**

- Confirmation of project scope and phasing
- Authorization to proceed into design and CM/GC procurement



## AGENDA REPORT

### City Council Meeting

**TODAY'S DATE:** April 9, 2026

**MEETING DATE:** April 15, 2026

**TO:** Mayor and City Council

**FROM:** Holly Ellis, Public Works Director

**SUBJECT:** Presentation: Boyer Avenue Cross Section Evaluation

#### DESCRIPTION/BACKGROUND:

On October 15, 2026, City Council directed staff to evaluate potential modifications to the Boyer Avenue cross section between Baldy Mountain Road and Mountain View Drive, including on-street parking and reduced speeds. The analysis, conducted by Fehr & Peers, evaluated the feasibility of introducing on-street parking and reducing the posted speed limit to support adjacent residential development.

Based on engineering, safety, and operational considerations, restriping Boyer Avenue to accommodate on-street parking is not recommended at this time.

Boyer Avenue is classified as a minor arterial and serves as a primary north–south freight corridor. The concept evaluated included reducing travel lanes to 11 feet, replacing the northbound bike lane with on-street parking, routing northbound bicycle traffic to the existing parallel shared-use path, and reducing the posted speed limit from 35 mph to 25 mph.

#### Key Findings

**Engineering:** The proposed cross section is constrained by the existing roadway width. Accommodating travel lanes, parking, and bicycle facilities requires approximately 36 feet of paved width; however, most of the corridor ranges from 32 to 34 feet. As a result, the configuration would only be feasible along a limited segment (approx.. 500 ft) near Moscow Street and would otherwise require roadway widening or further narrowing of travel lanes. Given the corridor's role in carrying significant truck traffic, additional lane narrowing is not recommended.

**Operations:** The proposed configuration conflicts with Boyer Avenue's function as a designated freight corridor in the City's Multimodal Transportation Master Plan. Introducing on-street parking would create side friction, reducing the effective operating width for trucks and increasing the likelihood that large vehicles would encroach into adjacent lanes to maneuver around parked cars. Reducing the posted speed limit to 25 mph is also inconsistent with the corridor's role in moving regional goods efficiently.

**Safety:** The evaluation identified several concerns. The existing shared-use path is approximately 8 feet wide and does not meet recommended standards for accommodating two-way pedestrian and bicycle traffic. The combination of freight vehicles, cyclists, and parked cars would create a more complex operating environment, increasing the potential for conflicts and requiring more frequent split-second decision-making. Reduced operating space and lateral encroachment further increase risk for all users.

Based on this analysis, restriping Boyer Avenue to add on-street parking is not recommended under current conditions. Staff will continue to preserve the corridor's function as a freight route and incorporate these findings into future planning efforts. Opportunities to revisit the corridor configuration may be considered as network conditions change, including completion of the Baldy Mountain Road Extension or implementation of alternative freight routes.

**STAFF RECOMMENDATION:** N/A

**ACTION:** N/A; This item is provided as a staff update. No action is requested.

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

**ATTACHMENTS:**

Evaluation

# Memo

Date: March 10, 2026  
To: Holly Ellis, Public Works Director, City of Sandpoint  
From: Michael Adamson, PE, RSPi; Fehr & Peers  
**Subject: Boyer Avenue Cross Section Evaluation**

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The purpose of this memorandum is to evaluate the proposed cross section update to Boyer Avenue between Baldy Mountain Road to Mountain View Drive. This evaluation includes a comparison of the existing cross section along the corridor to understand the available paved area, a discussion on the corridor’s defined identity and how the proposed cross section would interact with that, and general safety implications of the proposed cross section. The final outcome of this memorandum was to determine if the proposed cross section would be feasible/advisable within the available right-of-way (i.e. without additional paving and/or curb reconstruction).

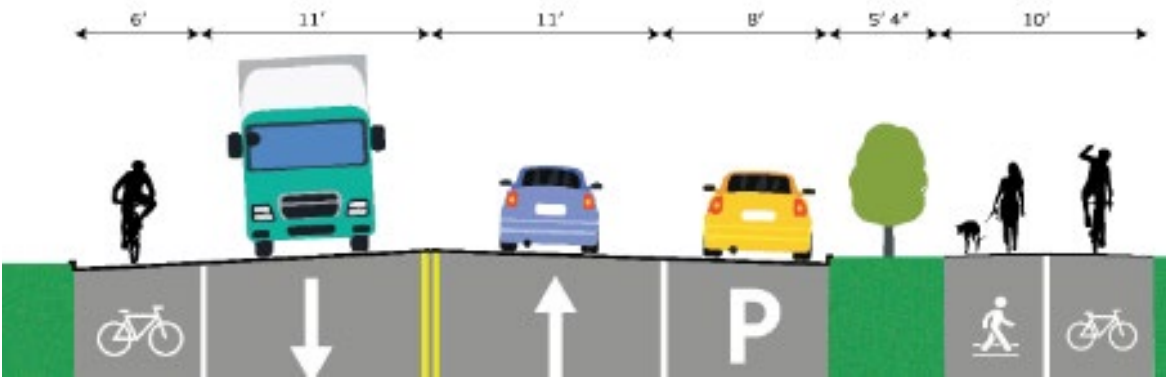
## Proposed Cross Section

City Council has requested that City staff evaluate an update to North Boyer Avenue between Baldy Mountain Road and Mountain View Drive to accommodate on-street parking on the east side of the street as part of a development proposal that would have housing face Boyer Avenue. This cross-sectional update would include the following elements, as illustrated in **Figure 1**:

- Travel lanes reduced to 11 feet
- The existing northbound bike lane being replaced with on-street parking
- Northbound bicycle traffic being routed to a parallel multi-use path

As part of these updates, the dedicated southbound bicycle lane would remain in place, while the speed limit would be reduced from 35 miles per hour (mph) to 25 mph. It should also be noted that, although the figure shows the pedestrian path on the east side of the road as having a 10-foot width, existing conditions show an 8-foot width except at intersections. Recognizing the City’s hope that this proposed project would not require any more paving, the width of the path within the proposed cross section was considered to be 8 feet, consistent with existing conditions.

Figure 1. Proposed Cross Section, Boyer Avenue between Baldy Mountain Road and Mountain View Drive



Source: City of Sandpoint, 2026

# Evaluation of Proposal

The City requested that Fehr & Peers answer the following questions as part of this memorandum:

1. From an engineering and safety perspective, is the proposed configuration recommended or acceptable?
2. Would Boyer Avenue require additional improvements to safely accommodate on-street parking, or is on-street parking generally discouraged or prohibited on minor arterials and truck routes?

## Existing Paved Area

Providing two 11-foot travel lanes, an 8-foot parking lane, and a 6-foot bike lane would require approximately **36 feet of paved roadway width**. The existing cross section of Boyer Avenue was reviewed, and an evaluation of this cross section and where it meets this minimum width requirement is provided in **Figure 2**. Based on this figure, the only area where the width would be adequate to allow the minimum cross sections for all the elements previously shown in **Figure 1** would be from approximately 75 feet north of Herring Avenue to just north of Moscow Street. This is directly in front of the proposed development's right of way.

Based on this, accommodating all these elements simultaneously along the full corridor extent would likely require further narrowing travel lanes or cutting into the buffer on the east side of the road to expand the paved area along stretches of Boyer Avenue outside of those directly in front of the proposed development. Narrower lanes may be undesirable on corridors carrying significant truck traffic,<sup>1</sup> and the current 8- to 10-foot path is already too narrow to accommodate mixed-modal bicycle and pedestrian traffic. As such, **the potential to implement this cross section remains limited to the portion of Boyer Avenue directly adjacent to the development proposing facing their housing towards Boyer Avenue.**

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<sup>1</sup> See AASHTO's *A Policy on Geometric Design of Highways and Streets* (2018), where typical guidance is that freight corridors should maintain a 12-foot width where possible, although 11-foot may be acceptable when circumstances are constrained.



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**Meets Cross Sectional Requirements**  
Meets  
Does not Meet

Figure 2



Existing Cross Section Compared to Cross Sectional Need

## Corridor Identity

Boyer Avenue currently functions as a freight truck corridor, serving regional truck movements and accommodating larger vehicles. Freight routes typically prioritize:

- Wider travel lanes (often 11–12 feet, see Footnote 1)
- Minimal roadside friction (such as adjacent bicycle lanes and on-street parking)
- Fewer obstacles near the travel way

Because Boyer Avenue along the study extents will remain the only north–south freight corridor on the northern side of the City, at least until the Baldy Mountain extension is completed, this identity raises a few conflicts with the proposed cross-section:

1. Introducing on-street parking along a freight corridor can increase side friction and reduce the effective operating width for trucks. Large trucks may encroach into adjacent lanes when passing parked vehicles, potentially affecting operations, comfort and safety for other road users.<sup>2</sup>
2. A striped bicycle lane is not typically recommended on a freight-oriented corridor, for similar reasons of side friction as well as comfort and safety. Instead, it is generally recommended that vertically separated or at least buffered facilities be prioritized if bicycle traffic is being prioritized alongside freight traffic.<sup>3</sup>
  - a. Given the existing path is only 8 feet in width and thus does not meet design requirements to allow for bi-directional mixed pedestrian and bicycle travel, **the current cross section of Boyer Avenue would not allow for this without additional paving and/or reconstruction of the curb to bring the width to at least 10 feet, although 12 feet would be recommendable where possible.**
3. The reduced speed limit (35 mph to 25 mph) is not in keeping with MTMP’s defined purpose for the gateway corridor of moving goods quickly to/from/through the City to the larger regional network. Although this reduction can be done, it is atypical of arterials with a high freight priority.

Within the City’s Multimodal Transportation Master Plan (MTMP), North Boyer Avenue was flagged as a freight corridor with a majority of its traffic serving pass-through trips (vehicles not going to/coming from Sandpoint). This is consistent with the corridor’s identity as both a Gateway corridor and a freight corridor for the City’s northern industrial/manufacturing uses. Although an active transportation-oriented cross section can support multimodal mobility and corridor placemaking, **the proposed cross-section would be in conflict with Boyer Avenue’s important freight mobility function.**

<sup>2</sup> See AASHTO’s *A Policy on Geometric Design of Highways and Streets* (2018), where it is noted that side-street parking can reduce effective travel lane width and introduce conflicts when vehicles exit or enter parking.

<sup>3</sup> See NACTO’s *Urban Bikeway Design Guide, 3<sup>rd</sup> Edition* (2024); FHWA’s *Small Town and Rural Multimodal Networks* (2016)

## Safety Implications

Although introduction of on-street parking serving the housing proposed to face Boyer Avenue would improve the buffer between the path and Boyer Avenue, it presents a few potential adverse safety impacts that could reduce the efficacy of its implementation in this case:

- Large trucks may need to shift laterally to avoid parked vehicles, potentially encroaching into adjacent lanes or bike lanes. This condition can increase perceived and actual risk for cyclists traveling alongside freight traffic (see Footnote 2).
- The combination of freight trucks, cyclists, pedestrians on a shared-use path, and parked vehicles could create an environment in which freight traffic may have to make split-second decisions to avoid conflicts with parked vehicles and cyclists, particularly during periods of higher traffic volumes (see Footnote 3).

## Next Steps

Restriping Boyer Avenue to add on-street parking on the east side between Baldy Mountain Road and Mountain View Drive (including reducing the speed limit) is not recommended. The corridor serves an important freight function, and adding parking and reducing the lane widths while maintaining the striped bicycle lane could reduce operational efficiency and increase conflicts between trucks, cyclists, and parked vehicles. Additionally, the cross sectional improvements would only be feasible for a limited section of the corridor, and would be inconsistent with development patterns recently approved further north along the corridor.

Instead, **the following recommendations are provided for the City's consideration:**

- Allow the proposed development to orient away from Boyer Avenue, using landscape buffering along the roadway rather than a formalized parking area. This is consistent with the development pattern that has already occurred along Boyer Avenue within and around the study segment.
- Preserve the corridor for freight movement, at least until the Baldy Mountain Road Extension is completed and corridor needs can be reevaluated (consistent with recommendations in the MTMP).
- Program in expansion of the shared-use path on the east side, including potentially removing the southbound bike lane, to create a wider vertically separated facility for pedestrians and cyclists.

These approaches would improve active transportation accommodations while maintaining the corridor's current role as a freight route.



## AGENDA REPORT

### City Council Meeting

**TODAY'S DATE:** April 1, 2026

**MEETING DATE:** April 15, 2026

**TO:** City Council

**FROM:** Sarah Lynds, Finance Director

**SUBJECT:** Schedule FY 2027 Budget Public Hearing Date (Action Item)

#### DESCRIPTION/BACKGROUND:

Per Idaho Code 63-802(A) the City of Sandpoint is required to notify Bonner County of the public hearing date and location for the City's annual budget no later than April 30<sup>th</sup> of each year. Staff is requesting that the Council officially set the date for the FY 2027 Budget public hearing for August 19, 2026, so the Notification of Budget Hearing form can be completed and returned to the Bonner County Clerk as required.

#### STAFF RECOMMENDATION:

Set August 19, 2026, as the public hearing date for the City of Sandpoint FY 2027 budget.

#### ACTION:

Set August 19, 2026, as the public hearing date for the City of Sandpoint FY 2027 budget, or take other action deemed appropriate.

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

#### ATTACHMENTS:

Budget Hearing Notification  
 FY 2027 Budget Calendar - Proposed



CITY OF SANDPOINT - BUDGET CALENDAR - FY 2027	Responsible Party	Legal Date	Proposed Date	LEGEND
Budget - Calendar Setting	Finance		2/2/26	County
Fees - Updated Fee Schedule to Departments (including December CPI)	Clerk		3/2/26	Council
Budget - BSA budgets ready for Department/Division entry	Finance		3/2/26	Mayor
Budget - BSA budget training	Finance		Week of 3/2	Finance
Budget - Employee Benefits, Market Analysis with COLA Recommendation	Central Services & Finance/Mayor		3/20/26	Central Services
Fees - Discussion and Analysis	Department & Finance		March - April	Department
Budget - Updated Personnel Costs Projections	Finance		4/1/26	City Clerk
Budget - Operation & Maintenance Line Item Detail Expenditure Budgets Complete - BSA	Department		4/10/26	
Budget - Kickoff Meeting & Set Public Hearing Date (50-1002)	Council		4/15/26	
Budget - Discussions with Departments and Budget Balancing meetings	Department & Mayor/Finance		Weeks of 4/20 & 4/27/26	
Budget - Notice to County - Public Hearing Date - Not later than 4/30 of each year (63-802A)	Clerk	4/30/26	4/30/26	
Fees - Council Review - Set Public Hearing Date (63-1311A) - 'fee increases in excess of 5% or new fees'	Council		5/6/26	
Fees - Publish Public Hearing (63-1311A) 'once each week for the 2 weeks preceding the hearing'	Clerk		5/12 & 5/19/26	
Fees - Public Hearing and Adopt Master Fee Resolution (63-1311A) - 'fee increases in excess of 5% or new fees'	Council		5/20/26	
CIP - Project Requests reviewed and finalized in 2027 Capital Improvement Plan - ClearGov	Department		5/29/26	
Budget - Operations & Maintenance Narratives reviewed and finalized - ClearGov	Department		5/29/26	
Budget - FY 2027 Preliminary Budget to Council for review	Finance		6/25/26	
CIP - FY 2027 Capital Improvement Plan to Council for review	Finance		6/25/26	
Budget - Budget Workshop (Fiscal Well-Being of City Funds - Fund Balance/Net Position & FY 2027 Capital Improvement Plan)	Council		7/1/26	
Budget - Budget Workshop (Enterprise Funds:Water/Wastewater/Sanitation/Bond & Special Revenue Funds)	Council		7/8/26	
Budget - Budget Workshop (General Fund: Police/Fire/CPD/Public Works/Central Services/Finance/One-Time \$ and Citywide Revenue)	Council		7/8/26	
Budget - Council Review - FY 2027 Preliminary Budget - All Sections and Approve for Publishing Public Hearing Notification	Council		7/15/26	
Budget - Certified New Construction Roll from County - 3rd Monday in July (63-301A)	County	7/20/26	7/20/26	
Budget - County Auditor Notify of Taxable Valuation - Prior to the first Monday in August (63-1312)	County	8/3/26	8/3/26	
Budget - Publish Proposed Budget and Public Hearing Notification (50-1002) 'twice - at least 7 days apart'	Clerk		8/4 & 8/11/26	
Budget - Additional Council Discussion/Review (if needed)	Council		8/5/26	
Budget - Public Hearing & Adopt FY 2027 Annual Appropriation Ordinance (50-1002) 'Prior to Certifying to the County Commissioners'	Council	9/2/26	8/19/26	
Budget - Certify Taxes to County L2 (63-803(3)) 'not later than the Thursday prior to the 2nd Monday in Sept'	Clerk	9/10/26	8/31/26	
Budget - Publish Annual Appropriation Ordinance (50-1003) 'Publish prior to the commencement of each fiscal year'	Clerk	9/30/26	9/1/26	

SANDPOINT CITY COUNCIL AGENDA REQUEST FORM

Today's date: 3 / 23 / 26

Date of meeting 4 / 15 / 26

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

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

Councilor Kyle Schreiber Kyle Schreiber

Address: \_\_\_\_\_

Phone number and email address: kschreiber@sandpointidaho.gov

Authorized by: Joe Tate [Signature]  
name of City official City official's signature

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

\*Subject: Heritage Tree Categories and Definitions - ACTION ITEM

Summary of what is being requested: Consider adoption of change to Sandpoint City Code 7-15-13 to add the categories/definitions of heritage trees approved by the Urban Forestry Commission on November 21, 2025.

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

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

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

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

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

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

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

**ITEMS WILL NOT BE AGENDIZED WITHOUT THIS FORM**

## Heritage Tree Categories and Definitions

In recognition of the benefits of a healthy urban forest, Sandpoint City Council adopted the City of Sandpoint Urban Forestry Ordinance in 2008 with the goal of encouraging and promoting the preservation, expansion, protection and proper maintenance of the community forest of the city. Found in chapter 15 of Sandpoint City Code, the ordinance grants the city authority over planting, maintenance, and removal of trees in public rights-of-way. It aims to manage public tree inventory, improve safety, and promote canopy growth.

Subsection 13 of the ordinance covers the Protection of Public and Private Historic and Heritage Trees. The code provides for trees to be designated as heritage trees for protection based on the criteria in the arboricultural manual. However, the arboricultural manual lacks any mention of Historic and/or Heritage trees.

Therefore, the Urban Forestry Commission has developed a list of five categories to be used as criteria to qualify a tree for Heritage Tree protection. These categories and their definitions were approved unanimously by the Urban Forestry Commission on November 21, 2025.

Based on their recommendation, 7-15-13 of Sandpoint City Code will be amended to read:

### **7-15-13: - Protection of Public and Private ~~Historic and~~ Heritage Trees:**

The ~~historic and~~ heritage tree preservation designation recognizes the significance of trees to the city. A tree may be retained beyond its useful life because of its contribution to the environment and city character. A heritage ~~or historical~~ tree may be designated by the **Urban Forestry Commission tree committee**, in coordination with the ~~historic preservation committee~~ based on the criteria as described in the ~~arboricultural manual~~. **based on the following criteria:**

1. **Historical-** A tree which by virtue of its association with or contribution to a historical structure or district, or its association with a historical event.
2. **Specimen-** Age, size, health, or aesthetic factors may qualify the tree as unique among the species in Sandpoint, Idaho.
3. **Rare-** One or very few of a kind, or is unusual in some form of growth or species.
4. **Significant Grove-** Outstanding or significant groups of trees that impact the city's landscape.
5. **Ecological-** A tree that provides a unique ecological benefit or service to the urban environment.

TODAY'S DATE: March 31, 2026  
MEETING DATE: April 15, 2026  
TO: Mayor and Council  
FROM: Councilor Kyle Schreiber, outgoing Council Liaison to the Urban Forestry Commission  
SUBJECT: **Heritage Tree Categories and Definitions**

In recognition of the benefits of a healthy urban forest, Sandpoint City Council adopted the City of Sandpoint Urban Forestry Ordinance in 2008 with the goal of encouraging and promoting the preservation, expansion, protection and proper maintenance of the community forest of the city. Found in chapter 15 of Sandpoint City Code, the ordinance grants the city authority over planting, maintenance, and removal of trees in public rights-of-way. It aims to manage public tree inventory, improve safety, and promote canopy growth.

Subsection 13 of the ordinance covers the Protection of Public and Private Historic and Heritage Trees. The code provides for trees to be designated as heritage trees for protection based on the criteria in Sandpoint's adopted Arboricultural Manual. However, the manual lacks any mention of Historic and/or Heritage trees.

The protection of heritage trees was the topic of significant public input leading up to the finalization of the 2024 Comprehensive Plan. Chapter 4, Goal 2B reads: "Reasonably mitigate the effects of new development on existing neighborhoods, creating standards that encourage protecting heritage trees and native vegetation." Appendix B of the Comprehensive Plan defines a heritage tree as "A tree or collection of trees that is acknowledged and valued for the exceptional characteristics that set it apart from others." Some input received from the public suggested that this definition was not sufficiently thorough.

At the January 23rd, 2025 meeting of the Urban Forestry Commission, Sandpoint's City Forester gave a presentation based on International Society of Arboriculture guidelines, highlighting the potential risks associated with the lack of a clear definition for heritage trees. The commission agreed that it was a top priority and the topic appeared on the agenda for nearly every commission meeting in 2025.

The Urban Forestry Commission has now completed a list of five categories to be used as criteria to qualify a tree for Heritage Tree protection. These categories and their definitions were approved unanimously by the Urban Forestry Commission on November 21, 2025.

Based on their recommendation, it is proposed that 7-15-13 of Sandpoint City Code be amended as noted below. Potential actions include:

- Approve these proposed changes to Sandpoint City Code 7-15-13
- Refer the categories/definitions back to the Urban Forestry Commission and/or staff with direction for desired modification
- Postpone decision until a more comprehensive update of the entire Urban Forestry Ordinance is brought forward

## 7-15-13: - Protection of Public and Private ~~Historic and Heritage~~ Trees:

The ~~historic and~~ heritage tree preservation designation recognizes the significance of trees to the city. A tree may be retained beyond its useful life because of its contribution to the environment and city character. A heritage ~~or historical~~ tree may be designated by the **Urban Forestry Commission tree committee**, in coordination with the ~~historic preservation committee based on the criteria as described in the arboricultural manual.~~ **based on the following criteria:**

1. Historical- A tree which by virtue of its association with or contribution to a historical structure or district, or its association with a historical event.
2. Specimen- Age, size, health, or aesthetic factors may qualify the tree as unique among the species in Sandpoint, Idaho.
3. Rare- One or very few of a kind, or is unusual in some form of growth or species.
4. Significant Grove- Outstanding or significant groups of trees that impact the city's landscape.
5. Ecological- A tree that provides a unique ecological benefit or service to the urban environment.