



## CITY COUNCIL MEETING AMENDED AGENDA

May 20, 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. Mayor's Proclamation: National Fallen Firefighters Memorial Weekend and International Firefighters Day
2. Mayor's Proclamation: Peace Officers Memorial Day and National Police Week
3. Mayor's Proclamation: National Safe Boating Week

### Public Comment

#### Consent Calendar - action item

4. Approval of Minutes from Council's May 6, 2026, Regular Meeting - **action item**
5. Approval of Minutes from Council's May 13, 2026, Special Meeting - **action item**
6. Payables Report / Approval of Bills for Payment - **action item**
7. Council Confirmation of Mayor's Reappointments to Pedestrian and Bicycle Advisory Committee and Parks and Recreation Commission - **action item**
8. Proposed Resolution: Disposition of Semi-Permanent and Temporary Records - **action item**
9. Proposed Resolution: Lion's Club First Amendment Lease Agreement A25-1600-7 - **action item**
10. ~~REMOVED - Proposed Resolution: Purchase Order 26-1788 to CompuNet, Inc. for Services and Equipment - **action item**~~
11. Proposed Resolution: Professional Services Agreement with Keller Associates for South Boyer Lift Station Replacement (City agreement A26-3257-1) - **action item**
12. Proposed Resolution: Second amendment Professional Services Agreement with HMH, LLC for the City Engineering Services (No. A25-2410-6) - **action item**
13. Corrected Final Plat: University Place Subdivision Phase 4 - **action item**

### Public Hearing

14. Public Hearing: Amendments to Title 3, Chapter 12, Business and License Regulations, Short Term Rental of Dwelling Units
15. Proposed Ordinance: Amendments to Title 3, Chapter 12, Business and License Regulations, Short Term Rental of Dwelling Units - **action item**
16. Public Hearing: Amendments to Title 5, Chapter 2, Prohibiting Sales of Kratom Products within the City of Sandpoint

- [17.](#) Proposed Ordinance: Amendments to City Code 5 Police Regulations Prohibit the Sale of Kratom Products - **action item**
- [18.](#) Public Hearing: Amendments to City Code 4-3 Fire Prevention and Protection
- [19.](#) Proposed Ordinance: Amendments to City Code 4-3A Fire Department, 4-3B Fireworks and 4-3C Open Burning Regulations - **action item**
- [20.](#) Public Hearing: City Fees - Proposed New Fees and Fee Increases in Excess of 5%
- [21.](#) Deliberation/Decision: Proposed Resolution Adopting New City Fees and Approving Changes to Existing Fees and Fee Schedule - **action item**

### **Appeal Hearing**

- [22.](#) **REMOVED** - Sandpoint Showdown 2026 – **action item**

### **Old/Unfinished Business**

- [23.](#) Council Update: Proposed City Code Amendment and Arboricultural Manual

### **New Business**

- [24.](#) Staff Direction: Educational Program for Heritage Trees – **action item**
- [25.](#) Council Discussion: Making Sandpoint a Dark Sky Community

### **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

May 06, 2026 at 5:30 PM

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

### Call to Order

Mayor Jeremy Grimm called the regular meeting of the Sandpoint City Council to order at 5:30 p.m. on Wednesday, May 6, 2026, in Council chambers at City Hall, 1123 W. Lake St., Sandpoint, Idaho.

### Roll Call

#### PRESENT

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

As required by the City's adopted Code of Ethics and Civility, as the presiding officer, Mayor Grimm identified law enforcement personnel in the room serving as sergeant-at-arms for the meeting: Sandpoint Police Lieutenant Steven Chamberlain.

### Pledge of Allegiance

Mayor Grimm led all present in the Pledge of Allegiance.

### Announcements and Reports

#### 1. Police Department POST Graduation Certificates

Mayor Grimm invited Police Lieutenant Chamberlain to the podium who gave remarks about the Peace Officer's Standards and Training (P.O.S.T.) Graduates. Mayor Grimm then presented Officers Heidi Barmore and Ben Wilkowski with certificates and congratulated them.

#### 2. Mayor's Proclamation: Live Give 7B Campaign

Mayor Grimm proclaimed May 4-8, 2026, as Live Give 7B Week in the City of Sandpoint.

Following completion of item #2, Mayor Grimm offered a tribute and remembrance of Ray Miller, former City Mayor of Sandpoint, who passed away on April 24, 2026.

#### 3. Report: Cash and Investment Transactions Financial Report – March 2026 (for information only)

No Council questions or comments regarding this item.

#### 4. Report: FY 2026 2nd Quarter Financial and Capital Report (for information only)

No Council questions or comments regarding this item.

Mayor Grimm made some brief remarks and announcements. He then opened up the floor to Department Directors who wished to speak.

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

## Public Comment

Mayor Grimm recited the rules and procedure for public comment, followed by an opportunity for comments from the public regarding items on the agenda not related to a hearing, as well as other topics relevant to the business of the City of Sandpoint. Information only; no Council action.

## Consent Calendar

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

Motion made by Councilor Aispuro, Seconded by Councilor Ruehle

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

5. The Minutes from Council's April 8, 2026, special council meeting were approved as presented.
6. The Minutes from Council's April 15, 2026, regular meeting were approved as presented.
7. Bills in the total amount of \$1,127,974.18, reflecting \$345,509.89 for regular payables and \$781,024.94 for payroll, were approved for payment.
8. **Resolution 26-028:** Approving Idaho Department of Environmental Quality Loan Offer, Acceptance and Agreement for Wastewater Treatment Reconstruction
9. **Resolution 26-029:** Approving Idaho Department of Environmental Quality Legislative Supplement Funding Offer, Acceptance and Agreement for Wastewater Treatment Plant Reconstruction
10. Approving Big Belly Monster Wrap - Competition Results and Recommendation from the Arts, Culture and Historic Preservation Commission
11. **Resolution 26-030:** Approving Marsha's Snack Shack Lease A24-3620-1 Fourth Amendment
12. **Resolution 26-031:** Approving Contract with Interstate Concrete & Asphalt Co. for Division Avenue Corridor Improvement Project - Phase 2 (Agreement A26-3170-6)
13. **Resolution 26-032:** Approving Memorandum of Understanding with Sandpoint Sailing Association for Windbag Marina Moorage and City Sailing Program Partnership

## Old/Unfinished Business

14. Presentation: Downtown Revitalization Phase 3 Update

Public Works Director Holly Ellis and Project Manager Erik Bush provided a presentation and fielded questions from the Council members. Information only; no Council action.

## New Business

15. Review Changes to City Fees, Schedule a Public Hearing to Consider Adoption of New Fees and Fees Proposed to Increase more than 5%, and Consider Approval of Decreased Fees and Fees Proposed to Increase 5% or Less

Mayor Grimm introduced this item for Council review of proposed changes to City fees, explaining that, following review, Council would be asked to schedule a public hearing to consider adoption of new fees and fees proposed to increase more than 5%, as mandated by Idaho Code. He further reported that the fees set to decrease and those proposed to increase 5% or less were also highlighted in the fees chart, noting that these minor increases were based largely on the annual Consumer Price Index, or CPI, adjustment, which, at the end of 2025, was reflected as 2.7% by the U.S. Bureau of Labor Statistics, which is the federal agency that determines CPI.

The Mayor yielded the floor to Community Planning and Development Director Jason Welker, who provided a presentation and fielded questions regarding fee changes proposed by his department. Public Works Director Holly Ellis, and Finance Director Sarah Lynds, also fielded questions and provided information.

Motion to schedule a public hearing for May 20, 2026, to take public testimony regarding proposed new fees and existing fees proposed to increase more than 5%.

Motion made by Councilor Ruehle, Seconded by Councilor Aispuro.

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

- 16. **Resolution 26-032:** Agreement with HMM Engineering for City Beach RV Park Development and Parking Lot Design (Agreement A26-5200-17)

Motion to approve the Resolution for the agreement with HMM Engineering for City Beach RV Park Development and Parking Lot Design (Agreement A26-5200-17)

Motion made by Councilor Aispuro, Seconded by Councilor Tate.

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

**Adjourn**

With no further business on the agenda, the meeting was adjourned at 7:59 p.m.

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

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

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



**CITY COUNCIL SPECIAL MEETING/WORKSHOP MINUTES**

**May 13, 2026 at 9:00 AM**

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

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**Call to Order**

The meeting was called to order at 9:10 a.m. by Council President Deb Ruehle, presiding in Council chambers at City Hall, 1123 W. Lake St., Sandpoint, Idaho.

**Roll Call**

PRESENT

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

Mayor Jeremy Grimm was absent.

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.

In addition to the Council those in attendance included City Facilitator Fonda Jovick, City Attorney Zach Jones, Central Services Director Cheryl Hughes, Finance Director Sarah Lynds, Community Planning and Development Director Jason Welker, Public Works Director Holly Ellis, Fire Chief Gavin Gilcrease, and Police Chief Corey Coon.

**Strategic Planning Workshop**

1. City Council Strategic Planning Kickoff

Following opening remarks by Council President Ruehle, a workshop was held, with discussion amongst Council members, legal counsel, and staff.

The workshop was recessed for a break at 10:45 a.m., and reconvened at 11:03 a.m.; recessed for lunch break at 12:31 p.m., and reconvened at 12:55 pm; recessed again at 2:20 p.m., and reconvened at 2:31 p.m.

**Adjourn**

With no further business before the Council, the meeting was adjourned at 3:55 p.m.

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

\_\_\_\_\_  
Deb Ruehle, Council President

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



**CITY OF SANDPOINT INVOICE REGISTER**  
**PAYABLE DATES OF: 05/07/2026 THROUGH 05/20/2026**

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invoice Amount
<b>Vendor: ADVANCED DIRT WORKS &amp; DEVELOPMENT</b>				
	CULVERT PROJ BOYER CULVERT - EMERGENCY REPLACEMENT CONSTRUCTION			\$47,644.12
	STREET CAPITAL & PROJECTS	CONSTRUCTION SERVICES - NON CAPITAL	47,644.12	
<b>Total For: ADVANCED DIRT WORKS &amp; DEVELOPMENT</b>				<b>\$47,644.12</b>
<b>Vendor: AQUA PLUMBING II INC</b>				
31842	WWTP: P-TRAP LEAK INVESTIGATION WASTEWATER TREATMENT	SERVICES - BUILDING - R&M	100.00	\$100.00
29625	WWTP: ANNUAL TANKLESS SERVICE & PARTS WASTEWATER TREATMENT	SERVICES - BUILDING - R&M	328.33	\$328.33
<b>Total For: AQUA PLUMBING II INC</b>				<b>\$428.33</b>
<b>Vendor: ARROW CONSTRUCTION HOLDINGS, LLC</b>				
S27699	WD: CONCRETE CUTTING BLADES 14" X .125" (2) WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	583.78	\$583.78
<b>Total For: ARROW CONSTRUCTION HOLDINGS, LLC</b>				<b>\$583.78</b>
<b>Vendor: ASAP SERVICES INC</b>				
10000070	MONTHLY CUSTODIAL SERV CH & COMM. HALL MAR'26 GOVERNMENT BUILDING & GROUNDS DIVISION	SERVICES - CUSTODIAL	2,240.00	\$4,630.00
	GOVERNMENT BUILDING & GROUNDS DIVISION	SERVICES - CUSTODIAL	1,080.00	
	GOVERNMENT BUILDING & GROUNDS DIVISION	SERVICES - CUSTODIAL	1,310.00	
<b>Total For: ASAP SERVICES INC</b>				<b>\$4,630.00</b>
<b>Vendor: AT&amp;T MOBILITY II, LLC</b>				
287339153398X	PARKS: WIRELESS PHONE/DATA CHGS 03/24-04/23/26 INFORMATION TECHNOLOGY DIVISION	TELEPHONE - WIRELESS	128.82	\$186.36
	RECREATION	TELEPHONE - WIRELESS	23.77	
	CITY BEACH CONCESSIONS	TELEPHONE - WIRELESS	33.77	
287336485071X	WIRELESS PHONE/DATA CHGS - POLICE APR'26 INFORMATION TECHNOLOGY DIVISION	TELEPHONE - WIRELESS	617.15	\$617.15
287354932666X	MONTHLY VEHICLE GPS TRACKING APR'26 WATER TREATMENT	SOFTWARE/SAAS - IMAGERY/TRACKING	75.50	\$696.89
	WASTEWATER TREATMENT	SOFTWARE/SAAS - IMAGERY/TRACKING	60.08	

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd <span style="border: 1px solid black; padding: 2px;">Item # 6.</span> t
	WASTEWATER COLLECTIONS	SOFTWARE/SAAS - IMAGERY/TRACKING	58.34	
	WATER DISTRIBUTION	SOFTWARE/SAAS - IMAGERY/TRACKING	105.14	
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - IMAGERY/TRACKING	397.83	
<b>Total For: AT&amp;T MOBILITY II, LLC</b>				<b>\$1,500.40</b>

Vendor: AVISTA UTILITIES

4707730000 4.24	MONTHLY UTILITIES 03.18.26-04.18.26 (FY26)			\$39,585.23
	GOVERNMENT BUILDING & GROUNDS DIVISION	ELECTRICITY	2,087.89	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	99.03	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	60.46	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	22.70	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	110.08	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	560.60	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	22.59	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	657.97	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	20.38	
	GOVERNMENT BUILDING & GROUNDS DIVISION	ELECTRICITY	170.09	
	STREET MAINTENANCE DIVISION	ELECTRICITY	10,549.88	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	1,285.84	
	WATER TREATMENT	ELECTRICITY	7,092.90	
	WASTEWATER COLLECTIONS	ELECTRICITY	2,088.93	
	WASTEWATER TREATMENT	ELECTRICITY	11,178.47	
	RECREATION	ELECTRICITY	24.48	
	STREET MAINTENANCE DIVISION	ELECTRICITY	443.08	
	WATER DISTRIBUTION	ELECTRICITY	123.08	
	GOVERNMENT BUILDING & GROUNDS DIVISION	ELECTRICITY	134.88	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	ELECTRICITY	2,851.90	
<b>Total For: AVISTA UTILITIES</b>				<b>\$39,585.23</b>

Vendor: B&E ELECTRIC INC

CS4409	WTP: TROUBLESHOOTING SAND CREEK TURBIDITY WATER TREATMENT	TECH SERVICES - SOFTWARE/SYSTEM SUPPORT	760.00	\$760.00
CS4416	WWC: SOUTH BOYER LIFT STATION HEATER ELEC REPAIR WASTEWATER COLLECTIONS	TECH SERVICES - SOFTWARE/SYSTEM SUPPORT	1,710.00	\$1,710.00
CS4411	WWC: 50A UPGRADE AT LIFT STATIONS WASTEWATER COLLECTIONS	TECH SERVICES - SOFTWARE/SYSTEM SUPPORT	6,022.13	\$6,022.13
CS4408	WWC: NORTH BOYER FLOAT REPAIR			\$1,638

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv	Item # 6.
	WASTEWATER COLLECTIONS	TECH SERVICES - SOFTWARE/SYSTEM SUPPORT	1,635.00		
<b>Total For: B&amp;E ELECTRIC INC</b>					<b>\$10,127.13</b>
Vendor: BADGER METER INC					
80235499	WD: BEACON WTR METER READER - APRIL'26 (FY26) WATER DISTRIBUTION	SOFTWARE/SAAS - WATER METER READING	691.77		\$691.77
<b>Total For: BADGER METER INC</b>					<b>\$691.77</b>
Vendor: BEACON ATHLETICS					
0632644-IN	TRAVERS: BEACON PLUGS (30) HOME PLATE (1) & RED HD RED BASE ANCHOR PARK MAINTENANCE & CAPITAL	FACILITY SUPPLIES	461.92		\$461.92
<b>Total For: BEACON ATHLETICS</b>					<b>\$461.92</b>
Vendor: BONNER COUNTY PROSECUTING ATTY					
BCPA089	FY26 - PROSECUTING ATTORNEY SERVICES APRIL'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>
Vendor: BROWN'S NORTHSIDE					
S175039	ST: CRIMP FITTING (2) & 1/4" WIRE HOSE STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	36.06		\$36.06
S174860	SC: B160 - BALDWIN - SPIN ON LUBE FILTERS WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	9.37		\$9.37
S174888	SC: SPIN ON LUBE FILTER (1) WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	10.36		\$10.36
S174889	ST: 24" AMBER LIGHT BAR & RUBBER INSULATED CLAMP STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	296.39		\$296.39
S174910	WWC: FUEL FILTER FOR VAC TRUCK WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	71.17		\$71.17
<b>Total For: BROWN'S NORTHSIDE</b>					<b>\$423.35</b>
Vendor: CC VENDOR - WELLS FARGO					
73437275645003	EXPEDIA: BEST WESTERN CLARKSTON WA - S. KINGERY T0114 POLICE DEPARTMENT	TRAINING AND TRAVEL	394.24		\$394.24
49509	SPOKANE AIRPORT: M. MORRIS PARKING - T0096 INFORMATION TECHNOLOGY DIVISION	TRAINING AND TRAVEL	44.00		\$44.00
77504754	TYLER IDAHO: CIWC CLASS - K. EAGLESTON CENTRAL SERVICES DEPARTMENT	TRAINING AND TRAVEL	159.88		\$159.88
18106119440	WTP: TOUGH BINS (7) & WINDOW CLEANING SUPPLIES WATER TREATMENT	CLEANING SUPPLIES	96.86		\$229.72
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	132.86		

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd Item # 6.
014515/7091538	HOME DEPOT: UTILITY SINK FAUCET GOVERNMENT BUILDING & GROUNDS DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	69.00	\$69.00
112-4638499-55	AMZN: UTILITY SINK FAUCET (RETURN) GOVERNMENT BUILDING & GROUNDS DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	(37.97)	\$(37.97)
CVO-241738	CONTROL VALUES: WTP: PNEUMATIC ACTUATOR WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	564.92	\$564.92
4.30 UBER - T00	UBER: HOTEL TO LAS - M. MORRIS - T0096 INFORMATION TECHNOLOGY DIVISION	TRAINING AND TRAVEL	21.95	\$21.95
46612054469281	WMT: SPD: NOCO GENIUS5 CAR BATTERY CHARGER POLICE DEPARTMENT	VEHICLE & MACH SUPPLIES/PARTS	69.87	\$69.87
114-1578211-70	AMZN: NUMBER PAD AND GLOVE DISPENSERS (6) FINANCE DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	17.09	\$115.31
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	98.22	
112-3893632-23	AMZN: RADIO EARPIECES (9 PAIRS) POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	20.24	\$20.24
113-3796726-65	AMZN: INK TONER CARTRIDGE 4- PACK - JER JAMES E. RUSSELL SPORTS CENTER FACILITY	OFFICE SUPPLIES/EQUIPMENT	353.89	\$353.89
114-3249168-16	AMZN: PAPER DISHWARE, OFFICE SUPPLIES & WHITE BOARD CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	128.27	\$306.03
	CITY CLERK'S OFFICE	OFFICE SUPPLIES/EQUIPMENT	113.99	
	PUBLIC WORKS ADMINISTRATION	OFFICE SUPPLIES/EQUIPMENT	63.77	
114-0159791-02	AMZN: ZONING CODE UPDATE SUPPLIES - BINDERS & TABS PLANNING DIVISION	OFFICE SUPPLIES/EQUIPMENT	132.84	\$132.84
04.27 UBER - T0	UBER: LAS TO HOTEL - M. MORRIS - T0096 INFORMATION TECHNOLOGY DIVISION	TRAINING AND TRAVEL	20.96	\$20.96
113276	COURTRESERVE SUBSCRIPTION 4/27/2026 - 5/27/2026 JAMES E. RUSSELL SPORTS CENTER FACILITY	SOFTWARE/SAAS - RECTRAC/REC1/TEAMSIDELIN	199.00	\$199.00
102217475	ICC: MECHANICAL PLANS EXAMINER TEST - G. WILSON BUILDING DIVISION	LICENSES/DUES & SUBSCR (JOB RELATED)	320.00	\$320.00
102217430	ICC: B3 BLDG PLAN EXMNER TEST RETAKE- J. PARKER - 4/23/26 BUILDING DIVISION	LICENSES/DUES & SUBSCR (JOB RELATED)	255.00	\$255.00
2206	BARBED K CUSTOM ETCHING: PERPETUAL AWARD - OUTDOOR SHOOT RANGE RECREATION	OPERATIONAL SUPPLIES/EQUIPMENT	318.00	\$318.00
072077/3020309	HOME DEPOT: DISHWASHER KITS (2) FOR SNACK SHACK CITY BEACH CONCESSIONS	FACILITY SUPPLIES	41.94	\$41.94
464653	RIVERSIDE HOTEL: HOTEL STAY - ILETS TRAINING - T. RILEY T0102 POLICE DEPARTMENT	TRAINING AND TRAVEL	501.00	\$501.00

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 6.
70226 T0113	MARRIOTT: HOTEL ROOM IRPA CONF. - R. WELLS - T0113				\$362.00
	RECREATION	TRAINING AND TRAVEL	358.00		
	UNCLASSIFIED	SUSPENSE ACCOUNT	4.00		
178645	YOKES - DONUTS FOR CMMNTY GRDN WRK DAY				\$20.00
	RECREATION	SUSTENANCE/FOOD	20.00		
04-757	AWARDMASTERS: MEDALS FOR CHESS FESTIVAL				\$98.00
	RECREATION	OPERATIONAL SUPPLIES/EQUIPMENT	98.00		
114-9202015-76	AMZN: PC PERIPHERALS (CLERK) & BIZ CARD HOLDER (COUNCIL)				\$44.51
	CITY CLERK'S OFFICE	OFFICE SUPPLIES/EQUIPMENT	35.99		
	CITY COUNCIL	OFFICE SUPPLIES/EQUIPMENT	8.52		
111-9493926-10	AMZN: DOOR LATCH - BEACH BATHROOMS				\$9.31
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	9.31		
112-4638499-55	AMZN: UTILITY SINK FAUCET				\$37.97
	GOVERNMENT BUILDING & GROUNDS DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	37.97		
111-9493926-10	AMZN: MAGNETIC WHITE BOARDS (2) - COMMUNITY GARDEN				\$32.63
	RECREATION	OPERATIONAL SUPPLIES/EQUIPMENT	32.63		
1005783075	AUTODESK: 1YR SUBSCRIPTION - WILL BE REFUNDED				\$2,870.00
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - PDF/BLUEBEAM/AUTOCAD	2,870.00		
111-8144354-14	AMZN: TRAVERS: TUBE RISER ELBOW - DRINKING FOUNTAIN				\$17.61
	PARK MAINTENANCE & CAPITAL	FACILITY SUPPLIES	17.61		
23860	STAPLES: PW: RUBBER BANDS				\$12.49
	PUBLIC WORKS ADMINISTRATION	OFFICE SUPPLIES/EQUIPMENT	12.49		
114-7842016-32	AMZN: RETURN SIGN STAKES ( PACK OF 10 )				\$(12.99)
	PLANNING DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	(12.99)		
1271962	CDL DIRECT: WWTP: ELDT - CLASS B - D. SAWYER				\$249.00
	WASTEWATER TREATMENT	TRAINING AND TRAVEL	249.00		
075647	UPS: IT: POSTAGE FOR EQUIPMENT RETURN				\$17.24
	INFORMATION TECHNOLOGY DIVISION	POSTAGE	17.24		
114-2574252-31	AMZN: 11X17 1" BINDER				\$13.21
	PUBLIC WORKS ADMINISTRATION	OFFICE SUPPLIES/EQUIPMENT	13.21		
112-7455881-30	AMZN: FIRE: PFDS FOR UNIT 1191 (2)				\$160.96
	FIRE DEPARTMENT - SANDPOINT	OPERATIONAL SUPPLIES/EQUIPMENT	160.96		
112-5665276-45	AMZN: 3 LAB SCALES FOR NARCOTICS				\$276.96
	POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	276.96		
0019085	NORTH IDAHO LOCK AND KEY: 3 KEYS FOR PATROL CARS				\$16.45
	POLICE DEPARTMENT	VEHICLE & MACH SUPPLIES/PARTS	16.45		
4659412	SNACK SHACK: KATOM ICECREAM FREEZER				\$4,0

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 6.
	CITY BEACH CONCESSIONS	FACILITY SUPPLIES	4,079.00		
77265036	IDAHO DMV: RAM 2500 EXEMPT REG. - STREETS DEPT				\$23.57
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	23.00		
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	0.57		
51755680	WEATHERTECH: ST: BED LINER - 26' RAM 2500				\$209.95
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	209.95		
114-7842016-32	AMZN: TAPE, SIGN STAKES, ADHESIVE HOOKS, SHELF FOR PLANNING DIV.				\$68.27
	PLANNING DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	68.27		
12604161829A0	UPS: WD: SHIPPING FOR GENPAC RETURNS				\$17.33
	WATER DISTRIBUTION	POSTAGE	17.33		
E8509	IRWA: WTP: MOTOR CONTROL TRAINING - R. BUDLAY				\$125.00
	WATER TREATMENT	TRAINING AND TRAVEL	125.00		
RICH BAILEY C	AMZN: RICH BAILEY AMAZON CREDIT REFUND				\$(94.79)
	POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	(94.79)		
102213063	ICC: B3 BUILDING PLANS EXAMINER TEST - J. PARKER - 4/15/26				\$255.00
	BUILDING DIVISION	LICENSES/DUES & SUBSCR (JOB RELATED)	255.00		
QOSMOS41526	ELDT NATION: CLASS B CDL THEORY TRAINING - D. SAWYER				\$23.00
	WASTEWATER TREATMENT	TRAINING AND TRAVEL	23.00		
5073305	ICC: 2010 ADA STANDARDS & WEATHER DESIGN TRAINING - P. SKON				\$196.00
	BUILDING DIVISION	TRAINING AND TRAVEL	196.00		
111-8893999-57	AMZN: ST: HUSKY FLOOR MATS - RAM 2500				\$127.49
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	127.49		
114-7599640-40	AMZN: OFFICE SUPPLIES: MOUSE PAD, NOTARY BOOK, & PENS				\$41.32
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	28.37		
	CITY CLERK'S OFFICE	OFFICE SUPPLIES/EQUIPMENT	12.95		
111-1354253-11	AMZN: SPORTS COMPLEX: ACORN VALUE BODY				\$153.51
	PARK MAINTENANCE & CAPITAL	FACILITY SUPPLIES	153.51		
240052761-REF	BUDGET: RENTAL FEE REFUND - T0104 & T0105 - BOISE, ID				\$(18.84)
	POLICE DEPARTMENT	TRAINING AND TRAVEL	(18.84)		
23089	STAPLES: SC: PRINTER INK FOR SEWER TV VAN				\$74.99
	WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	74.99		
111-4791394-43	AMZN: BLUETOOTH WIRELESS HEADSET FOR KAMI - RETURN				\$(69.44)
	RECREATION	OFFICE SUPPLIES/EQUIPMENT	(34.72)		
	PARK MAINTENANCE & CAPITAL	OFFICE SUPPLIES/EQUIPMENT	(34.72)		
002561/3023925	HOME DEPOT: LED LIGHT BULBS (16) & WOOD POLISH SPRAY				\$29.92
	GOVERNMENT BUILDING & GROUNDS DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	29.92		
114-0533927-77	AMZN: CLERK NOTARY STAMP - MJ. BOHN				\$ 12

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 6.
	CITY CLERK'S OFFICE	OFFICE SUPPLIES/EQUIPMENT	28.69		
114-1594499-41	AMZN: UTILITIES ADMIN NOTARY STAMP - M. MANCUSO UTILITY BILLING	OFFICE SUPPLIES/EQUIPMENT	23.99		\$23.99
<b>Total For: CC VENDOR - WELLS FARGO</b>					<b>\$13,619.13</b>
Vendor: CDI - CITIES DIGITAL INC					
66942	LASERFICHE ERRORS TROUBLESHOOTING ASSISTANCE INFORMATION TECHNOLOGY DIVISION	TECH SERVICES - SOFTWARE/SYSTEM SUPPORT	633.50		\$633.50
<b>Total For: CDI - CITIES DIGITAL INC</b>					<b>\$633.50</b>
Vendor: CHECKR INC					
2409834	BACKGROUND SVCS- 3 BLDG&GROUND, 4 PARKS, 2 UTILITIES GOVERNMENT BUILDING & GROUNDS DIVISION	BACKGROUND CHECK SERVICES	179.94		\$296.16
	RECREATION	BACKGROUND CHECK SERVICES	56.24		
	WATER DISTRIBUTION	BACKGROUND CHECK SERVICES	59.98		
<b>Total For: CHECKR INC</b>					<b>\$296.16</b>
Vendor: CLEARWATER SPRINGS					
932353	WWTP: 4/1 GAL STEAMED DIST 4/28/26 TICKET 932353 WASTEWATER TREATMENT	LABORATORY SUPPLIES	35.00		\$35.00
<b>Total For: CLEARWATER SPRINGS</b>					<b>\$35.00</b>
Vendor: COLEMAN OIL					
CP-0388199	PARKS/PW/CS: APRIL'26 FUEL CHARGES (FY26) STREET MAINTENANCE DIVISION	FUEL - GASOLINE/DIESEL	3,447.87		\$9,499.94
	BUILDING DIVISION	FUEL - GASOLINE/DIESEL	69.07		
	PUBLIC WORKS ADMINISTRATION	FUEL - GASOLINE/DIESEL	62.25		
	WATER DISTRIBUTION	FUEL - GASOLINE/DIESEL	1,797.75		
	WASTEWATER COLLECTIONS	FUEL - GASOLINE/DIESEL	944.56		
	CENTRAL SERVICES DEPARTMENT	FUEL - GASOLINE/DIESEL	84.34		
	WATER TREATMENT	FUEL - GASOLINE/DIESEL	716.23		
	WASTEWATER TREATMENT	FUEL - GASOLINE/DIESEL	1,039.78		
	PARK MAINTENANCE & CAPITAL	FUEL - GASOLINE/DIESEL	656.09		
	PARK MAINTENANCE & CAPITAL	FUEL - GASOLINE/DIESEL	218.70		
	PARK MAINTENANCE & CAPITAL	FUEL - GASOLINE/DIESEL	218.70		
	PARK MAINTENANCE & CAPITAL	FUEL - GASOLINE/DIESEL	244.60		
CP-0388242	FIRE: APRIL 2026 FUEL CHARGES (FY26) FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	322.22		\$1,097.23
	FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	51.62		

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 6.
	FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	639.59		
	FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	83.80		
CP-0388233	POLICE: FUEL CHARGES APRIL 2026				\$4,307.20
	POLICE DEPARTMENT	FUEL - GASOLINE/DIESEL	463.73		
	POLICE DEPARTMENT	FUEL - GASOLINE/DIESEL	466.49		
	POLICE DEPARTMENT	FUEL - GASOLINE/DIESEL	3,376.98		
<b>Total For: COLEMAN OIL</b>					<b>\$14,904.37</b>

Vendor: CONSOLIDATED SUPPLY CO.

S012915876.001	SNACK SHACK: HERCULES 90-260 URINAL WAX GASKET (3) - RESTROOM REPAIR				\$19.23
	CITY BEACH CONCESSIONS	OPERATIONAL SUPPLIES/EQUIPMENT	19.23		
S012915739.001	SNACK SHACK: PASCO 961 1"X3/4" URINAL SPUD WITH BRASS NUT (2)				\$13.46
	CITY BEACH CONCESSIONS	OPERATIONAL SUPPLIES/EQUIPMENT	13.46		
S012906604.001	WD: 4" FLANGE PACK W/STAINLESS 304SS				\$19.28
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	19.28		
S012907887.001	WD: BRASS NIPPLES (6) & BRASS COUPLING & FLOW CONTROL				\$269.57
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	269.57		
S012885358.001	TRAVERS: ACORN VALVE BODY - WATER FOUNTAINS				\$66.73
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	66.73		
<b>Total For: CONSOLIDATED SUPPLY CO.</b>					<b>\$388.27</b>

Vendor: CONSOR NORTH AMERICA INC

W251791ID.02-1	LAKE WTP INTAKE STRUCTURE EVAL 08/01/25 THRU 9/30/25				\$4,288.00
	WATER TREATMENT	OTHER PROF SERVICE - ENGINEERING/ARCHITE	4,288.00		
W251791ID.01-2	WTP: SAND CREEK BASIN LINING JUNE 1 25 THRU JUNE 30 25				\$2,713.00
	WATER TREATMENT	OTHER PROF SERVICE - ENGINEERING/ARCHITE	2,713.00		
W251791ID.02-2	LAKE WTP INTAKE STRUCTURE EVAL 10/01/25 THRU 11/30/25				\$9,882.00
	WATER TREATMENT	OTHER PROF SERVICE - ENGINEERING/ARCHITE	9,882.00		
W251791ID.02-4	LAKE WTP INTAKE STRUCTURE EVAL 01/01/26 THRU 01/31/26				\$61.00
	WATER TREATMENT	OTHER PROF SERVICE - ENGINEERING/ARCHITE	61.00		
W251791ID.02-3	LAKE WTP INTAKE STRUCTURE EVAL 12/01/25 THRU 12/31/25				\$304.00
	WATER TREATMENT	OTHER PROF SERVICE - ENGINEERING/ARCHITE	304.00		
W251791ID.01-1	WTP: SAND CREEK BASIN LINING MAY 1 25 THRU MAY 31 25				\$2,705.75
	WATER TREATMENT	OTHER PROF SERVICE - ENGINEERING/ARCHITE	2,705.75		
<b>Total For: CONSOR NORTH AMERICA INC</b>					<b>\$19,953.75</b>

Vendor: CREACH GREENHOUSE INC

68055	(120) DOWNTOWN FLOWER BASKETS & DELIVERY (2026)				\$8,533.80
	PARK MAINTENANCE & CAPITAL	TURF/GROUND/TREE/PLANT SUPPLIES/EQUIP	8,398.80		

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 6.
	PARK MAINTENANCE & CAPITAL	TURF/GROUND/TREE/PLANT SUPPLIES/EQUIP	125.00		
	PARK MAINTENANCE & CAPITAL	TURF/GROUND/TREE/PLANT SUPPLIES/EQUIP	10.00		
<b>Total For: CREACH GREENHOUSE INC</b>					<b>\$8,533.80</b>
Vendor: CULLIGAN LLC					
695182 4/28/26	WWTP: MNTHLY H2O & COOLER - APRIL DEL MAY'26 RNTL WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	18.90		\$18.90
<b>Total For: CULLIGAN LLC</b>					<b>\$18.90</b>
Vendor: DIJULIO DISPLAYS INC					
10130	PARKS: 2026 CHRISTMAS/HOLIDAY LED LIGHTS - 26-1777 PARK MAINTENANCE & CAPITAL	STREET LIGHTING SUPPLIES/EQUIPMENT	2,440.80		\$4,248.44
	PARK MAINTENANCE & CAPITAL	STREET LIGHTING SUPPLIES/EQUIPMENT	1,675.20		
	PARK MAINTENANCE & CAPITAL	STREET LIGHTING SUPPLIES/EQUIPMENT	132.44		
<b>Total For: DIJULIO DISPLAYS INC</b>					<b>\$4,248.44</b>
Vendor: EMSCONNECT					
15444	EMS & FIRE TRAINING SUBSCRIPTIONS (10) MAY'26 FIRE DEPARTMENT - SANDPOINT	LICENSES/DUES & SUBSCR (JOB RELATED)	75.00		\$75.00
<b>Total For: EMSCONNECT</b>					<b>\$75.00</b>
Vendor: FASTENAL COMPANY					
IDCOE233981	SHOP: NUTS AND BOLTS STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	10.87		\$32.61
	WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	10.87		
	WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	10.87		
<b>Total For: FASTENAL COMPANY</b>					<b>\$32.61</b>
Vendor: FATBEAM LLC					
69409	FIBER MNTHLY INTERNET SRVC AT JER - MAY'26 JAMES E. RUSSELL SPORTS CENTER FACILITY	INTERNET - FIBER/T1	395.00		\$395.00
69227	INTERNET SRVCS - CITY HALL MAY'26 INFORMATION TECHNOLOGY DIVISION	INTERNET - FIBER/T1	643.75		\$643.75
<b>Total For: FATBEAM LLC</b>					<b>\$1,038.75</b>
Vendor: FLINT TRADING INC					
297215	ST: BEADED WHITE LINE STRIPING 15' BY 24" (60) STREET MAINTENANCE DIVISION	PAINT & THERMO SUPPLIES/EQUIPMENT	3,600.00		\$3,600.00
<b>Total For: FLINT TRADING INC</b>					<b>\$3,600.00</b>
Vendor: FULL CIRCLE POWDER COATING INC					
2029	ST: 5" X 55" PLATE COATING				\$

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 6.
	STREET MAINTENANCE DIVISION	SERVICES - AUTOMOTIVE - R&M	15.30		
<b>Total For: FULL CIRCLE POWDER COATING INC</b>			<b>\$15.30</b>		
Vendor: HUBER TECHNOLOGY INC					
II10009579	HUBER SCREW PRESS Q-PRESS: DELIVERY OF SUBMITTALS WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	222,000.00		\$222,000.00
<b>Total For: HUBER TECHNOLOGY INC</b>					<b>\$222,000.00</b>
Vendor: IDEXX DISTRIBUTION INC					
3199758742	WWTP: SAMPLE VESSELS 200 PACK WASTEWATER TREATMENT	LABORATORY SUPPLIES	307.69		\$307.69
3199856190	WWTP: COLILERT (20), GAMMA COLILERT (20) & QUANTI TRAY BOX (20) WASTEWATER TREATMENT	LABORATORY SUPPLIES	368.82		\$368.82
<b>Total For: IDEXX DISTRIBUTION INC</b>					<b>\$676.51</b>
Vendor: JASON WELKER					
PER DIEM T011	T0112 - 2026 STRONG TOWNS CONFERENCE 5.18.26-5.20.26 COMMUNITY DEVELOPMENT ADMINISTRATION	TRAINING AND TRAVEL	154.00		\$154.00
<b>Total For: JASON WELKER</b>					<b>\$154.00</b>
Vendor: LAKE CITY LAW GROUP PLLC					
45560	LEGAL SERVICES: GENERAL COUNSEL APRIL'26 LEGAL	OTHER PROF SERVICE - LEGAL - CIVIL	16,500.00		\$16,500.00
<b>Total For: LAKE CITY LAW GROUP PLLC</b>					<b>\$16,500.00</b>
Vendor: Legacy Heating and Cooling					
36971178	WTP: MINI SPLIT CONDENSE PUMP REPAIR WATER TREATMENT	SERVICES - BUILDING - R&M	542.50		\$542.50
<b>Total For: Legacy Heating and Cooling</b>					<b>\$542.50</b>
Vendor: LES SCHWAB TIRE CENTER					
10800970849	ST: NEW TIRES '22 FREIGHTLINER (1FVACXFC2NHNA9831) STREET MAINTENANCE DIVISION	SERVICES - AUTOMOTIVE - R&M	810.56		\$810.56
10800967265	SPD: WHEEL & TIRE BALANCE, VALVE STEMS AND TIRE DISPOSAL (SPD3) POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	115.08		\$115.08
<b>Total For: LES SCHWAB TIRE CENTER</b>					<b>\$925.64</b>
Vendor: MIKE WHITE FORD OF SANDPOINT LLC					
21099	ST: FORD WIRE CONNECTOR (1) STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	66.55		\$66.55
<b>Total For: MIKE WHITE FORD OF SANDPOINT LLC</b>					<b>\$66.55</b>
Vendor: NEARMAP US, INC					

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 6.
INV01791847	NEARMAP OBLIQUE FOR ARCGIS SRVCS- 12MO FY'26 INFORMATION TECHNOLOGY DIVISION	4/30/26-4/29/27 SOFTWARE/SAAS - GIS & STR	8,300.00		
<b>Total For: NEARMAP US, INC</b>					<b>\$8,300.00</b>
Vendor: NEWMAN SIGNS INC					
TRFINV066864	ST: VARIOUS TRAFFIC & SCHOOL ZONE STREET SIGNS STREET MAINTENANCE DIVISION	SIGNAGE SUPPLIES/EQUIPMENT	1,564.58		
<b>Total For: NEWMAN SIGNS INC</b>					<b>\$1,564.58</b>
Vendor: NINJAONE, LLC					
INV88262050621	NINJA REMOTE SOFTWARE 05/01/2026 - 04/30/2027 INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SASS - RMM/REMOTE SOFTWARE	6,798.48		
<b>Total For: NINJAONE, LLC</b>					<b>\$6,798.48</b>
Vendor: NORTH 40 OUTFITTERS					
W88414/B	ST: BULK PROPANE (10.50 GAL) STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	15.88		\$15.88
052050/B	WTP: HEAT SHRINKS (2) TUBING (1) WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	16.97		\$16.97
052051/B	WD: WHEELBARROWS (2) WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	164.98		\$164.98
052000/B	WD: SOCKET TRAYS (2), RATCHET , PUMP VACCUM KIT WATER DISTRIBUTION	TOOLS	37.99		\$113.96
	STREET MAINTENANCE DIVISION	TOOLS	37.99		
	WASTEWATER COLLECTIONS	TOOLS	37.98		
052110/B	WWTP: WEED KILLER 1 GAL (2) WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	65.98		\$65.98
052117/B	WTP: BUG SPRAY, DUCT TAPE, POLYPROPYLENE ELBOW & CORD WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	42.35		\$42.35
052093/B	WWTP: GRASS SEED & RESPIRATOR WASTEWATER TREATMENT	FACILITY SUPPLIES	19.99		\$46.96
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	26.97		
052073/B	WWTP: SUMP PUMP & EQUIPMENT WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	284.02		\$284.02
051958/B	ST: STALL MAT 5' X 7' FOR 2500 RAM STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	79.99		\$79.99
051755/B	WTP: HAND WARMERS (4) AND BODY WARMERS WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	10.32		\$10.32
<b>Total For: NORTH 40 OUTFITTERS</b>					<b>\$817</b>

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 6.
<b>Vendor: NORTHERN LIGHTS</b>					
50242287 04-29-	ST: GRAND VIEW STREET LIGHTS 50242287 04-29-26 (FY26) STREET MAINTENANCE DIVISION	ELECTRICITY	24.22		\$24.22
3521202 4-29-26	WWC: ELECTRICITY AIRPRK LIFT STATION 3521202 04-29-26 (FY26) WASTEWATER COLLECTIONS	ELECTRICITY	76.36		\$76.36
94201 4-29-26	WTP: 300 WOODLAND DR ELECTRIC 04-29-26 (FY26) WATER TREATMENT	ELECTRICITY	412.28		\$412.28
94202 4-29-26	WTP: 295 WOODLAND DR ELECTRIC 04-29-26 (FY26) WATER TREATMENT	ELECTRICITY	104.37		\$104.37
50278925 4-29-2	ST: SPRING HAVEN LIGHTS (BOYER & JENNY) 50278925 04-29-26 (FY26) STREET MAINTENANCE DIVISION	ELECTRICITY	48.16		\$48.16
50430350 4-29-2	WWC: ELECTRICITY 3200 GREAT NORTHERN RD 50430350 4-29-26 (FY26) WASTEWATER COLLECTIONS	ELECTRICITY	56.30		\$56.30
3521201 4-29-26	WWC: BOYER AVE JAIL LFT STN N ELECTRIC 04-29-26 (FY26) WASTEWATER COLLECTIONS	ELECTRICITY	80.88		\$80.88
94200 4-29-26	WTP: 856 SCHWEITZER MTN RD 94200 04-29-26 (FY26) WATER TREATMENT	ELECTRICITY	1,147.19		\$1,147.19
3521203 04-29-2	BALDY MNT RADIO SITE 1 ELECTRIC 3521203 04-49-26 (FY26) GENERAL GOVERNMENT PROJECTS	ELECTRICITY	92.67		\$92.67
<b>Total For: NORTHERN LIGHTS</b>					<b>\$2,042.43</b>
<b>Vendor: NORTHERN STATES INC</b>					
115242	WWTP: PEST CONTROL SPRAYING WASTEWATER TREATMENT	SERVICES - GROUNDS - R&M	583.18		\$583.18
<b>Total For: NORTHERN STATES INC</b>					<b>\$583.18</b>
<b>Vendor: ONE CALL CONCEPTS, INC</b>					
60423017	WD/SC: UTILITY LOCATOR SERVICES APRIL'26 WATER DISTRIBUTION	TELEPHONE - LANDLINE & OTHER	109.98		\$219.96
	WASTEWATER COLLECTIONS	TELEPHONE - LANDLINE & OTHER	109.98		
<b>Total For: ONE CALL CONCEPTS, INC</b>					<b>\$219.96</b>
<b>Vendor: OXARC INC</b>					
0062272876	WWTP: CI (13) SMALL (1) & GASES (6) PRESSURE (3) CYL RENTALS WASTEWATER TREATMENT	CHEMICAL SUPPLIES	162.30		\$162.30
0062274647	WTP: CI (9) HIGH PRESSURE (1) & SMALL (3) CYL RENTALS WATER TREATMENT	CHEMICAL SUPPLIES	157.50		\$157.50
0032554690	WTP/WWTP: CHLORINE CYL (5) & SODA ASH SACKS (54) WASTEWATER TREATMENT	CHEMICAL SUPPLIES	4,272.14		\$7,003.02

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 6.
0032563612	WATER TREATMENT	CHEMICAL SUPPLIES	2,730.88		
	WWTP: CHLORINE CYL (6) & S02 (3) CYLINDERS WASTEWATER TREATMENT	CHEMICAL SUPPLIES	9,761.67		
<b>Total For: OXARC INC</b>					<b>\$17,084.49</b>

Vendor: PAPE MACHINERY INC

16848676	WD: FUEL PUMP (UC34375) WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	47.54		\$47.54
16856535	ST: STIHL CF3 PRO TRIMMER LINE STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	14.99		\$14.99
372891	ST: JOHN DEERE 544PZT WHEEL LOADER (1DW544PBVTLX2808) STREET MAINTENANCE DIVISION	CAPITAL EQUIPMENT & MACHINERY	390,887.00		\$232,500.00
	STREET MAINTENANCE DIVISION	CAPITAL EQUIPMENT & MACHINERY	(148,887.00)		
	STREET MAINTENANCE DIVISION	CAPITAL EQUIPMENT & MACHINERY	(9,500.00)		
<b>Total For: PAPE MACHINERY INC</b>					<b>\$232,562.53</b>

Vendor: PASSPORT LABS INC

INV-1059547	PARKING TICKET SOFTWARE SVCS - MARCH 2026 POLICE DEPARTMENT	TECH SERVICES - PUBLIC SAFETY TICKETING	3,483.62		\$3,483.62
<b>Total For: PASSPORT LABS INC</b>					<b>\$3,483.62</b>

Vendor: PASSWORD ANSWER SERVICE INC

000040-198-881	ANSWERING SERVICES AGREEMENT MAY'26 (FY26) PUBLIC WORKS ADMINISTRATION	TELEPHONE - LANDLINE & OTHER	207.07		\$207.07
<b>Total For: PASSWORD ANSWER SERVICE INC</b>					<b>\$207.07</b>

Vendor: PSI WATER TECHNOLOGIES INC

INV0009628	WTP: CHLORINE GENERATOR PARTS & FREIGHT (26-1784) WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	973.50		\$6,415.56
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	3,494.32		
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	351.88		
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	1,177.06		
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	193.80		
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	224.00		
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	1.00		
	<b>Total For: PSI WATER TECHNOLOGIES INC</b>				

Vendor: REHN & ASSOCIATES

INV-00212502	COBRA NOTICE LETTERS: M. RYAN, J. AKLIN CENTRAL SERVICES DEPARTMENT	OTHER PROF SERVICE - HUMAN RESOURCES	56.00		\$56.00
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Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 6.
<b>Total For: REHN &amp; ASSOCIATES</b>					<b>\$56.00</b>
Vendor: SAGLE FIRE DISTRICT					
000235	FIRE: '26 NORTH IDAHO LEADERSHIP MEETING (7) FIRE DEPARTMENT - SANDPOINT	TRAINING AND TRAVEL	625.00		\$625.00
<b>Total For: SAGLE FIRE DISTRICT</b>					<b>\$625.00</b>
Vendor: SANDPOINT BUILDING SUPPLY					
2531414	BEACH B. CRTS: CONCRETE PRE-MIX (45) ON PALLET PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	340.25		\$340.25
<b>Total For: SANDPOINT BUILDING SUPPLY</b>					<b>\$340.25</b>
Vendor: SANDPOINT URBAN RENEWAL AGENCY					
05132026 PP TA	APRIL '26 TAX RECEIPTS COLLECTED UNCLASSIFIED UNCLASSIFIED	SANDPOINT URBAN RENEWAL AGENCY - DOWNTOW SANDPOINT URBAN RENEWAL AGENCY - NORTH	1,705.52 8,068.64		\$9,774.16
<b>Total For: SANDPOINT URBAN RENEWAL AGENCY</b>					<b>\$9,774.16</b>
Vendor: SELKIRK PRESS INC					
23699	BIZ CARDS: HOLLY, PETE, JESSICA, MICHELLE, JASON COMMUNITY DEVELOPMENT ADMINISTRATION PUBLIC WORKS ADMINISTRATION FINANCE DEPARTMENT PLANNING DIVISION	PRINTING AND BINDING PRINTING AND BINDING PRINTING AND BINDING PRINTING AND BINDING	29.00 29.00 29.00 58.00		\$145.00
<b>Total For: SELKIRK PRESS INC</b>					<b>\$145.00</b>
Vendor: SELKIRK SPORT, LLC					
SI-1982287	JER RETAIL: BOOMSTIKS (4) ERA PADDLES (3) PRO SHOES JAMES E. RUSSELL SPORTS CENTER FACILITY	RETAIL/METER SUPPLIES/EQUIPMENT	1,225.03		\$1,225.03
<b>Total For: SELKIRK SPORT, LLC</b>					<b>\$1,225.03</b>
Vendor: SHARON FITZGERALD					
MAYCONTRABA	CONTRA DANCE FRIDAY, MAY 8TH, 2026 - BAND RECREATION	TECH SVS - PARK/REC & ART/GRAPHIC DESIGN	225.00		\$225.00
<b>Total For: SHARON FITZGERALD</b>					<b>\$225.00</b>
Vendor: SHERWIN-WILLIAMS CO					
30057175660426	ST: 5 GAL PAINT STRAINER STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	12.71		\$12.71
<b>Total For: SHERWIN-WILLIAMS CO</b>					<b>\$12.71</b>
Vendor: SMS AUTOMOTIVE & MARINE INC					
4575	SPD: SPEED TRAILER ELEC. REPAIR				\$149.75

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd Item # 6.
	POLICE DEPARTMENT	SERVICES - EQUIPMENT - R&M	149.75	
<b>Total For: SMS AUTOMOTIVE &amp; MARINE INC</b>				<b>\$149.75</b>
Vendor: SOUTH FORK HARDWARE (PARKS)				
427320	BEACH: ELC2032 BATTERIES (2) - FORD F150 KEY FOB PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	9.99	\$9.99
427945	1/2 GALV PLUGS (9) - WINDBAG & WATER NOZZLE FOR FLOWER BUGGY PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	16.99	\$30.40
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	13.41	
427439	SPRTS CMLPX: BUCKETS (4), BUNGEE CORD (18) & BATTERIES PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	61.53	\$61.53
<b>Total For: SOUTH FORK HARDWARE (PARKS)</b>				<b>\$101.92</b>
Vendor: SPOKANE TESTING SOLUTIONS				
20964	DOT DRUG TESTING APRIL'26 - 1 FIRE FIRE DEPARTMENT - SANDPOINT	OTHER PROF SERVICE - MEDICAL	60.00	\$60.00
<b>Total For: SPOKANE TESTING SOLUTIONS</b>				<b>\$60.00</b>
Vendor: STONEWAY ELECTRIC SUPPLY				
S104908614.001	WWTP: 2" PVC COUPLINGS (5) & 2" 90 DEG ELBOWS (2) WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	21.26	\$21.26
<b>Total For: STONEWAY ELECTRIC SUPPLY</b>				<b>\$21.26</b>
Vendor: SUN RENTAL CENTER INC				
303103	WTP: 60' BOOM LIFT RENTAL (6 HOURS) WATER TREATMENT	RENTAL OF EQUIPMENT AND VEHICLES	438.20	\$438.20
303177	WWTP: JACKHAMMER RENTAL (1 DAY) WASTEWATER TREATMENT	RENTAL OF EQUIPMENT AND VEHICLES	113.50	\$113.50
303181	WWTP: TRENCHER MACHINE RENTAL (1 HOUR) WASTEWATER TREATMENT	RENTAL OF EQUIPMENT AND VEHICLES	155.01	\$155.01
<b>Total For: SUN RENTAL CENTER INC</b>				<b>\$706.71</b>
Vendor: TBCC LLC				
1027	PRE-EMPLOYMENT DRUG TESTING - 2 UTILITIES WATER DISTRIBUTION	OTHER PROF SERVICE - MEDICAL	110.00	\$110.00
<b>Total For: TBCC LLC</b>				<b>\$110.00</b>
Vendor: TMG SERVICES INC				
0055013-IN	WTP: CHLORINE PUMP REPLACMENT (26-1765) WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	9,548.00	\$9,671.70
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	123.70	

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 6.
<b>Total For: TMG SERVICES INC</b>					<b>\$9,671.70</b>
Vendor: TORK ELECTRIC INC					
9260	WTP: CHEMICAL PUMP REPLACEMENT ELEC. SVCS WATER TREATMENT	TECH SERVICES - ELECTRICAL	303.00		\$303.00
9263	ON-CALL ELEC. SVCS - STREETS, PARKS, UTILITIES 4/9/26 PARK MAINTENANCE & CAPITAL STREET MAINTENANCE DIVISION PARK MAINTENANCE & CAPITAL WATER DISTRIBUTION WASTEWATER COLLECTIONS	TECH SERVICES - ELECTRICAL SERVICES - STREET LIGHT - R&M TECH SERVICES - ELECTRICAL TECH SERVICES - ELECTRICAL TECH SERVICES - ELECTRICAL	369.00 1,383.24 282.06 236.25 236.25		\$2,506.80
9264	COMPRESSOR CHARGE VOLTAGE INCREASE 230V - ON CALL GOVERNMENT BUILDING & GROUNDS DIVISION GOVERNMENT BUILDING & GROUNDS DIVISION	TECH SERVICES - ELECTRICAL TECH SERVICES - ELECTRICAL	3,694.83 419.64		\$4,114.47
9271	WWTP: HEADWORKS 40 AMP REPLACEMENT - ON CALL WASTEWATER TREATMENT	TECH SERVICES - ELECTRICAL	728.86		\$728.86
9272	WWTP: SLUDGE PUMP ELEC. SERVICES WASTEWATER TREATMENT	TECH SERVICES - ELECTRICAL	210.00		\$210.00
9274	WWTP: SOLIDS HANDLING ELEC. REPAIR - ON CALL WASTEWATER TREATMENT	TECH SERVICES - ELECTRICAL	823.39		\$823.39
<b>Total For: TORK ELECTRIC INC</b>					<b>\$8,686.52</b>
Vendor: TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC					
5922531-202604	SPD: TRANSUNION - BACKGROUND CHECK SERVICES APRIL'26 POLICE DEPARTMENT	BACKGROUND CHECK SERVICES	135.00		\$135.00
<b>Total For: TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC</b>					<b>\$135.00</b>
Vendor: USA BLUE BOOK					
INV01026750	WTP: PVC ADAPTERS, COUPLINGS, ELBOWS & SEALS WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	756.28		\$756.28
INV01027171	WTP: 1/2" IPS PREMIUM HANGER BX 100 WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	309.95		\$309.95
INV01039311	WTP: VENTED BOTTLES 500 ML DISTILLED WTR (4/PK) WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	58.55		\$58.55
<b>Total For: USA BLUE BOOK</b>					<b>\$1,124.78</b>
Vendor: WASTE MANAGEMENT OF IDAHO INC					
62500-95006 MA	REFUSE AND WASTE CHRGS MAY - 2026 - FY26 SANITATION/GARBAGE COLLECTION	TECH SERVICES - GARBAGE REMOVAL	53,919.18		\$53,919.18
<b>Total For: WASTE MANAGEMENT OF IDAHO INC</b>					<b>\$53,919.18</b>

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv# <span style="border: 1px solid black; padding: 2px;">Item # 6.</span>
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Vendor: WELCH COMER & ASSOCIATES INC

44050030-004	DOWNTOWN REV. ENG SERVICES 02/15/26 THRU 03/21/2026 STREET CAPITAL & PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	74,784.61	\$74,784.61
<b>Total For: WELCH COMER &amp; ASSOCIATES INC</b>				<b>\$74,784.61</b>

Vendor: WESTERN STATES EQUIPMENT CO

IN003588137	WD: POLISHING BRUSH KIT (1) WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	1,017.23	\$1,017.23
<b>Total For: WESTERN STATES EQUIPMENT CO</b>				<b>\$1,017.23</b>

Vendor: WM CORPORATE SERVICES, INC

0245544-1827-7	CITY PROPERTY REFUSE/WASTE CHARGES APRIL'26 GOVERNMENT BUILDING & GROUNDS DIVISION	DISPOSAL (GARBAGE) SERVICES	640.00	\$3,000.00
	PARK MAINTENANCE & CAPITAL	DISPOSAL (GARBAGE) SERVICES	720.00	
	WASTEWATER TREATMENT	DISPOSAL (GARBAGE) SERVICES	160.00	
	PARK MAINTENANCE & CAPITAL	DISPOSAL (GARBAGE) SERVICES	480.00	
	PARK MAINTENANCE & CAPITAL	DISPOSAL (GARBAGE) SERVICES	480.00	
	GOVERNMENT BUILDING & GROUNDS DIVISION	DISPOSAL (GARBAGE) SERVICES	40.00	
	PUBLIC WORKS ADMINISTRATION	DISPOSAL (GARBAGE) SERVICES	240.00	
	WATER TREATMENT	DISPOSAL (GARBAGE) SERVICES	240.00	
<b>Total For: WM CORPORATE SERVICES, INC</b>				<b>\$3,000.00</b>

Vendor: ZOOM VIDEO COMMUNICATIONS INC

INV353942609	ZOOM ONLINE VIDEO MEETINGS & WEBINARS MAY'26 - MAY'27 INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SASS - VIDEO SURV/REC/CONF	319.80	\$2,179.80
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SASS - VIDEO SURV/REC/CONF	1,380.00	
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SASS - VIDEO SURV/REC/CONF	480.00	
<b>Total For: ZOOM VIDEO COMMUNICATIONS INC</b>				<b>\$2,179.80</b>

**Payables Total: \$869,875.79**

OUT OF CYCLE EFT PAID				
VENDOR NAME	CHECK #	REASON OUT OF CYCLE	LINE ITEM AMOUNT	CHECK AMOUNT
Safe Save	EFT # 1402	Credit Card Processing Fees	\$434.62	\$434.62

OUT OF CYCLE CHECK TOTAL           \$434.62          

**Grand Total \$870,310.41**

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

Councilor Name:           **JOE TATE**



# MEMO

To: Sandpoint City Council  
FROM: Mayor Jeremy Grimm  
DATE: May 20, 2026  
SUBJECT: City Commission, Advisory Committee and Board Appointment(s)

I have reappointed Jessica Janssen and Gwen Victorson to serve another three years on the Parks and Recreation Commission through May 31, 2029. Both Jessica and Gwen were appointed in 2024, are actively involved in our community, and have previously or are currently serving as the Commission's Vice Chair.

I am also reappointing Jennifer Heller to serve another three years on the Pedestrian and Bicycle Advisory Committee through May 31, 2029. Jennifer was also appointed in 2024 and contributes significantly to the Committee.

I am very appreciative of the time and effort Jessica, Gwen, and Jennifer are willing to continue to contribute to our community in this capacity, and I thank you for considering confirmation of their reappointments.

No: 26-  
Date: May 20, 2026

RESOLUTION  
OF THE CITY COUNCIL  
CITY OF SANDPOINT

**TITLE: AUTHORIZATION TO DESTROY SEMI-PERMANENT AND TEMPORARY RECORDS**

WHEREAS: Idaho Code § 50-907 provides for authorization to destroy records that are not required to be retained as permanent records, are no longer required by law or for City business, and that have met the minimum retention period provided by the City's records retention schedule, adopted by Resolution No. 06-90 and amended by Resolution Nos. 10-54 and 12-02;

WHEREAS: The City has extremely limited appropriate space for the storage of old records that are no longer required or used by the City;

WHEREAS: The Police Department has compiled a list of such records for destruction;

WHEREAS: The City Clerk proposes destruction of these records, which have exceeded their minimum retention; and

WHEREAS: As required by Idaho Code § 50-907, the City Attorney has reviewed the attached list and approves destruction of the records contained therein.

NOW, THEREFORE, BE IT RESOLVED THAT: Pursuant to Idaho Code § 50-907, the records on the list prepared by the City Police Department, a copy of which is attached hereto as if fully incorporated herein and made a part hereof, shall be destroyed.

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

ATTEST:

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

### Semi-Permanent Records Over Ten Years Old

<u>Item #</u>	<u>Record Description</u>	<u>Year of records</u>
1	Employee personnel records: Document an employee's work history. Records may include, but are not limited to, employment applications, notices of appointment, training and decertification records, ect.	Before January 1 2016  (10 years after separation)
2	Criminal Case Files: Records related to the prosecution of criminal cases, including citations, police reports, driving records, tape recordings, complaints, subpoenas, motions, judgments, and related records.	10 years

### Semi - Permanent Records Over Five Years Old

<u>Item #</u>	<u>Record Description</u>	<u>Year of Record</u>
1	Recruitment & Selection Records: Document the recruitment and selection of city employees, and contracted service providers such as attorneys, auditors, consultants, etc.  Keep unsuccessful applications and all associated records 5 years after the position is filled.	Prior to Jan 1, 2021

### Temporary Records Over Three Years Old

<u>Item #</u>	<u>Record Description</u>	<u>Year of Record</u>
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- 1 Accident Reports: Document traffic accidents investigated by the police department. These reports typically include complete information on all cars and drivers involved in the accident, accident location, damage, cause of accident, date and time, accident diagram, description and weather conditions. Delete files on the Sandpoint Pd server Prior to Jan 1, 2023
- 2 Lost & Found Property Records: Records documenting city receipt and maintenance of lost and found or abandoned property such as money, bicycles and other items not related to a crime. Includes: receipts, inventory lists, disposition information, etc. Prior to Jan 1, 2023
- 3 Animal control records: records documenting animal control actives, often including police reports, logs, list cards, receipts and related records, ect. Prior to Jan 1, 2023
- 4 Impound and abandoned vehicle records: records documenting vehicle impounds by police due to accidents, abandonment, recovered stolen vehicles, vehicle used in commission of a crime, ect. Prior to Jan 1, 2023
- 5 Parking and traffic warning and citations: Police departments' copies of citations and records documenting warnings issued for traffic, motor vehicle and parking offenses, ect. Prior to Jan 1, 2023
- 6 Pawn Broker and second hand dealer reports: Reports submitted to the police department documenting merchandise bought and sold by dealers, ect. Prior to Jan 1, 2023
- 7 Public records request: includes written public records request, city denials of public records request and appeal information, ect. Prior to Jan 1, 2023

Two year after last action or final disposition of appeal

8

Videotapes: Videotapes documenting traffic stops and arrests, as well as surveillance videos of city facilities

Prior to Jan 1, 2023

Permanent: Keep tapes used as request evidence for homicide and serious felony cases permanently.

Temporary:

Transitory:

Keep tapes used as evidence three years after case reaches final disposition. Keep tapes used for internal investigations three years after the investigation ends.

Keep all other tapes 30 days.



IDAHO STATE  
**HISTORICAL  
SOCIETY**

Item # 8.

**4/16/2026**



**Brad Little**  
Governor of Idaho

**Janet Gallimore**  
Executive Director  
State Historic  
Preservation Officer

**Administration:**  
2205 Old Penitentiary Rd.  
Boise, Idaho 83712  
208.334.2682  
Fax: 208.334.2774

**Idaho State Museum:**  
610 Julia Davis Dr.  
Boise, Idaho 83702  
208.334.2120

**Idaho State Archives  
and State Records  
Center:**  
2205 Old Penitentiary Rd.  
Boise, Idaho 83712  
208.334.2620

**State Historic  
Preservation Office:**  
210 Main St.  
Boise, Idaho 83702  
208.334.3861

**Old Idaho Penitentiary  
and Historic Sites:**  
2445 Old Penitentiary Rd.  
Boise, Idaho 83712  
208.334.2844

HISTORY.IDAHO.GOV

Hello Meri Jane,  
Thank you for contacting us about your upcoming records destruction. The government records team went over your list and none of the items fall into our collection policy for permanent storage at the Idaho State Archives. Thank you very much for contacting us and allowing us to peruse your list before you begin your destruction.

Respectfully,  
Jim



IDAHO STATE  
**HISTORICAL  
SOCIETY**

Jim Riley  
Government Records Archivist  
(208) 514-2313  
[jim.riley@ishs.idaho.gov](mailto:jim.riley@ishs.idaho.gov)  
2205 Old Penitentiary Rd.  
Boise, ID 83712  
[www.history.idaho.gov](http://www.history.idaho.gov)  
*Preserving the past, enriching the future.*  
Explore a [membership](#) with the Historical Society!





## AGENDA REPORT

### City Council Meeting

**TODAY'S DATE:** May 5, 2026

**MEETING DATE:** May 20, 2026

**TO:** City Council

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

**SUBJECT:** Approve First Amendment to Sandpoint Lion's Club Lease Agreement A25-1600-7

#### DESCRIPTION/BACKGROUND:

The Sandpoint Lion's Club has been an organization in the Sandpoint community for over 50 years. The Sandpoint Lions Club utilizes real property located at Lakeview Park and entered into the most recent lease in May 2025 with a January 01, 2025 effective date and has an initial three year term and provides for two (2), three (3) year options to extend the Agreement and each extension would be authorized through an Amendment to this Agreement, signed by both Parties.

The Sandpoint Lion's Club utilizes the building for many purposes, but some include bi-monthly meetings for their 36 members, Toys for Tots storage, Girl Scout cookie storage, Boys and Girl Scout meetings, storage of eyeglasses and hearing aids to distribute to those in need in the community. Additionally, the Lion's Club holds several fund raising events at this location. As part of these fund raising events, the Lion's Club has asked for an Amendment to their Agreement authorizing them to be permitted six (6) fund-raising events per calendar year that permit the sales storage, and consumption of alcohol inside the building if the leased premises, as allowed per City of Sandpoint Ordinance 1434 – City Code 3-2-9(B1): Open Container Law, which states, in part that, "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

The highlighted represents the leased buildings at Lakeview Park by the Sandpoint Lion's Club.

#### STAFF RECOMMENDATION:

Staff asks Council to consider approving the First Amendment to the Sandpoint Lion's Club Lease Agreement A25-1600-7.

#### ACTION:

Staff requests City Council approve the First Amendment to Sandpoint Lion's Club Lease Agreement A25-1600-7.

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

**ATTACHMENTS:**

Proposed Resolution

A25-1600-7 Sandpoint Lion's Club Lease Agreement

A25-1600-7 First Amendment – Sandpoint Lion's Club Lease Agreement

No: 26-  
Date: May 20, 2026

RESOLUTION  
OF THE CITY COUNCIL  
CITY OF SANDPOINT

**TITLE: APPROVING THE FIRST AMENDMENT TO LIONS CLUB LEASE AGREEMENT (CITY AGREEMENT #A25-1600-7)**

WHEREAS: The Sandpoint Lion's Club has served the Sandpoint community for over fifty (50) years, providing charitable, civic, and community services;

WHEREAS: The Sandpoint Lion's Club currently leases real property and a building located at Lakeview Park from the City of Sandpoint pursuant to Lease Agreement A25-1600-7, effective January 1, 2025, with an initial term of three (3) years and two (2) optional three (3) year extensions to be authorized by amendment;

WHEREAS: The Sandpoint Lion's Club utilizes the leased premises for a variety of community-serving purposes, including but not limited to bi-monthly meetings for its members, storage for Toys for Tots, Girl Scout cookie distribution, Boy Scouts and Girl Scouts meetings, and the collection and distribution of eyeglasses and hearing aids to individuals in need;

WHEREAS: The Sandpoint Lion's Club also conducts fundraising events at the leased premises in support of its charitable activities;

WHEREAS: The Sandpoint Lion's Club has requested approval of a First Amendment to the Lease Agreement to allow up to six (6) fundraising events per calendar year at which the sale, storage, and consumption of alcohol would be permitted within the leased building;

WHEREAS: City of Sandpoint Ordinance 1434 authorizes the consumption of alcoholic beverages within designated locations, including buildings located at 607 and 611 South Ella Avenue in Lakeview Park, which include the premises leased by the Sandpoint Lion's Club; and

WHEREAS: The City Council finds that allowing limited fundraising events with alcohol service, consistent with City Code, supports the Lion's Club's charitable mission and benefits the community;

NOW, THEREFORE, BE IT RESOLVED THAT: That the City Council of the City of Sandpoint hereby approves the First Amendment to Lease Agreement A25-1600-7 with the Sandpoint Lion's Club, authorizing up to six (6) fundraising events per calendar year at the leased premises that permit the sale, storage, and consumption of alcohol, in accordance with applicable laws and ordinances.

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

**FIRST AMENDMENT TO LEASE BETWEEN  
THE CITY OF SANDPOINT AND THE SANDPOINT LIONS CLUB INC**

First Amendment to Lease Agreement effective May 21, 2026 between the City of Sandpoint (CITY), a municipal corporation of the State of Idaho and the Sandpoint Lions Club Inc (TENANT), a non-profit corporation organized under the laws of the State of Idaho regarding the leased premises, as detailed further below, owned by the CITY to the Sandpoint Lions Club Inc.

**WHEREAS** the CITY and TENANT wish to enter into this First Amendment, originally entered into on January 01, 2025;

**WHEREAS** the leased premises subject to the Lease and any and all subsequent amendments is known legally as:

Per Instrument No. 5229945 as recorded with Bonner County on April 28, 1998.

A portion of property lying in Section 27, Township 57 North, Range 2 West, Boise Meridian, City of Sandpoint, Bonner County, Idaho, more particularly described as:

Beginning at the Northwest quarter corner of Section 27, Thence N.89 1681 36" East, 1,322.7 feet to the intersection of the centerlines of Ella Ave. and Ontario Street, Thence S. 00' 13'34" E, 210.52 feet (S.00'51'50" W 210.52 feet 1 Record), Thence N. 89'55'49" E, 13.56 feet ( S. 87'08'10 E 15 feet, Record) to the true point of beginning and the East right of way line of Ella Ave.

Thence N.89'55'49" E.283.37 feet, (S.87'08' 10" E,282.50, Record)

Thence S. 00'04'11" E. 96.69 feet, (S.02'51'50" W 96.69, Record)

Thence N 89'55'49" W 296.66 feet. ( N 87'08' 10" W. 296.50, Record )to the East right of Way line of Ella Ave.

Thence Northeasterly Along the East Right of Way to the True Point of Beginning.

.64 Acres more or less

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Lease Agreement as follows:

**ARTICLE III – RIGHTS OF LESSEE– Section 3.01** shall be modified as follows as it relates to alcohol on the leased premises:

The Lessee shall be permitted a total of six (6) fund-raising events per calendar year that permit the sale, storage, and consumption of alcohol inside the building of the leased premises and as allowed in the footprint of the State of Idaho Premise Map (attached hereto for reference) as long as the footprint is within the inside of the building. For the purposes of this provision, a "fund-raising event" means an event at which proceeds, donations, or contributions are solicited for the benefit of the Sandpoint Lions Club or a charitable cause it supports. The Lessee shall not permit any sales, storage, or consumption of alcohol outside the six allowed fund-raising events per calendar year. The Lessee shall ensure all permits and licenses required by law are obtained prior to each event. The Lessee shall indemnify the City against all costs, expenses liabilities, losses, damages, claims, including reasonable attorney's fees, arising out of or related to the sale, services, storage, or consumption of alcohol on the Leased Property including any violation of or default under this provision. .

All other terms and conditions within the original Lease Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease Agreement as of the date indicated below.

CITY OF SANDPOINT

SANDPOINT LIONS CLUB

By: \_\_\_\_\_  
Jeremy Grimm  
MAYOR  
DATE

By: Janice Rader  
Janice Rader (May 1, 2025 10:28:33 PDT)  
Janice Rader  
PRESIDENT  
DATE

05/01/26

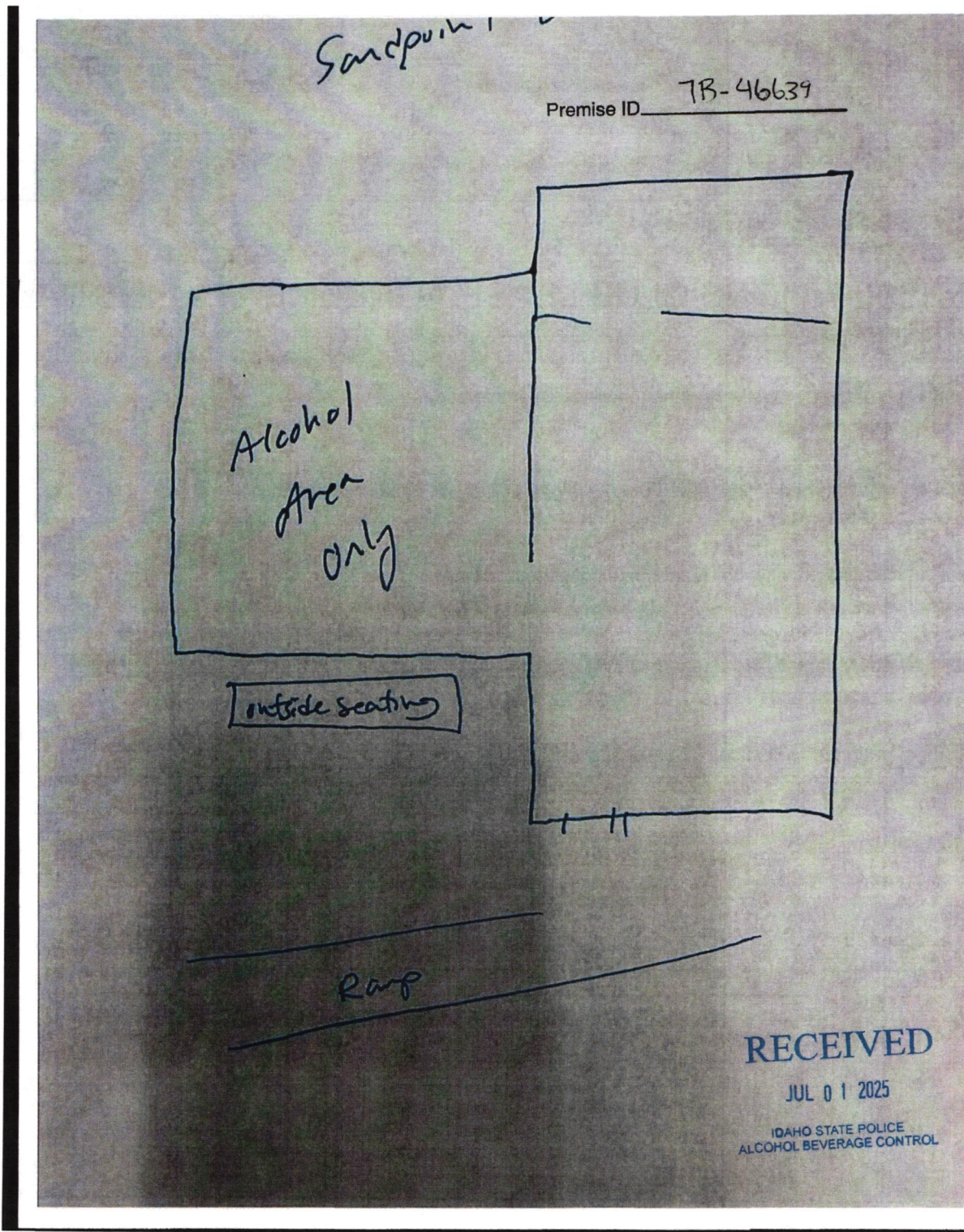
Attest:

\_\_\_\_\_

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

Meri Jane Bohn, City Clerk

State of Idaho Premise Map with footprint



**LEASE AGREEMENT  
BETWEEN THE CITY OF SANDPOINT AND SANDPOINT LIONS CLUB, INC.**

THIS LEASE, effective January 1, 2025, is by and between the City of Sandpoint, Idaho, a municipal corporation of the State of Idaho, (hereinafter, "City") and the Sandpoint Lions Club Incorporated, a non-profit corporation organized under the laws of the State of Idaho (hereinafter, "Lessee").

WHEREAS City and Lessee originally entered into a lease dated January 1, 2010 for the purpose of leasing real property located at Lakeview Park, located in Sandpoint, Idaho;

WHEREAS the original lease (January 1, 2010 – December 31, 2015), including the First Amendment (January 1, 2016-December 31, 2020), terminated December 31, 2020;

WHEREAS the real property is known commonly as 609 S Ella, consisting of approximately .64 Acres more or less and;

WHEREAS the parties wish to set forth their entire agreement relative to Lessee's use of real property to occupy one Building used as the business location for the Sandpoint Lions Club in this lease ("Lease"), which shall replace and supersede all existing leases and other agreements with respect thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1 - PREMISES**

**Section 1.01 – Purpose:** The parties agree that the primary purpose of this Lease is to occupy one building located on the City's real property as the business location for the Sandpoint Lions Club. Each party represents and warrants to the other that the execution, delivery, and performance of this Lease and the consummation of the transactions herein contemplated have been duly authorized by all requisite action on the part of such party.

**Section 1.02 – Fee:** Lessee agrees to pay as rental for the below described premises, the sum of ONE DOLLAR (\$1.00) per year, payable in advance on or before the first day of each and every year commencing with January 1, 2025. Lessee shall have the option to prepay all three (3) rental payments.

**Section 1.03 - Description:** The City leases to Lessee, on the terms and conditions stated below, the entirety of the real property, as legally described below, (hereinafter, "the Leased Property").

Per Instrument No. 5229945 as recorded with Bonner County on April 28, 1998.

A portion of property lying in Section 27, Township 57 North, Range 2 West, Boise Meridian, City of Sandpoint, Bonner County, Idaho, more particularly described as:

Beginning at the Northwest quarter corner of Section 27, Thence N.89 1681 36" East, 1,322.7 feet to the intersection of the centerlines of Ella Ave. and Ontario Street, Thence S. 00' 13'34" E, 210.52 feet (S.00'51'50" W 210.52 feet1 Record), Thence N. 89'55'49" E, 13.56 feet ( S. 87'08'10 E 15 feet, Record) to the true point of beginning and the East right of way line of Ella Ave.

Thence N.89' 55'49" E. 283.37 feet, ( S. 87' 08' 10" E, 282.50, Record)

Thence S. 00'04'11" E. 96.69 feet, (S. 02'51'50" W, 96.69, Record)

Thence N 89'55'49" W. 296.66 feet. ( N 87'08' 10" W. 296.50, Record ) to the East right of Way line of Ella Ave.

Thence Northeasterly Along the East Right of Way to the True Point of Beginning.

.64 Acres more or less

#### Section 1.04 - Use of Premises:

- a) The City leases to LESSEE the parcel of real property located in Sandpoint, Idaho, described below, to be used for the business location of the Sandpoint Lions Club Building.
- b) The current building footprint shall be the exclusive lease of the Lions Club, and the remaining property described below (commonly known as the "exhibition area") may be jointly leased to the Bonner County Historical Society. The Lions Club should communicate with the Bonner County Historical Society to prevent any potential scheduling conflicts of the exhibition area. If there is any unresolved conflict in scheduling for the exhibition area, the Bonner County Historical Society shall have priority.
- c) City represents and warrants to Lessee that:
  - i. There are no pending or, to City's best knowledge, threatened condemnation proceedings or other governmental, municipal, administrative or judicial proceedings affecting the Leased Premises;
  - ii. There are no pending or, to City's best knowledge, threatened actions, proceedings or litigation affecting the Leased Property or the rights and interests of City hereunder;
  - iii. There are no outstanding notices of, nor, to City's best knowledge, are there any violations of, any law (including environmental laws), regulation, ordinance, order or other requirements of any governmental authority having jurisdiction over or affecting any part of the Leased Property.

### ARTICLE II -TERM

Section 2.01 - Term: The term of this Lease shall be for three years, commencing on January 1, 2025 (the "Commencement Date"), and continuing through and including December 31, 2027. In the event both Parties of this Lease agree, in writing, and executed through an Amendment to this Agreement, Lessee shall have the option for two (2), three (3) year extensions for the lease of the below described property.

### ARTICLE III - RIGHTS OF LESSEE

Section 3.01 - Miscellaneous Rights of Lessee: Lessee is hereby granted the following designated rights, which rights are nonexclusive of the City, granting the same or similar rights to others at Lakeview Park, and are subject to the rules and regulations of the City of Sandpoint with respect to the use of such Lakeview Park.

The Lessee may use and occupy the Leased Property for any lawful purposes, except that the Lessee shall not use or occupy, nor permit the Leased Property or any part thereof to be used or occupied, for any unlawful business or activity, use or purpose, nor for any business, use, or purpose that would reasonably be deemed disreputable or extra hazardous, nor for any purpose or in any manner which is in violation of any present or future governmental laws or regulations. The Lessee shall not permit any sale, storage, or consumption of alcohol unless Lessee has received approval from the City for Lessee special events through the City's special event process and permitting. The Lessee shall indemnify the City against all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims and demands, including reasonable attorney fees, arising out of any violation of, or default of this provision.

The Lessee shall have the right to make alterations and improvements to the Leased Property as reasonably necessary or appropriate, in the Lessee's judgment, for the Lessee's conduct thereon of its business, provided that prior to the commencement of any such alterations or improvements, the City shall, in each case, have determined that the alterations do not diminish the value of the property and shall have approved in writing the plans and specifications thereto. Additionally, Lessee shall be required to obtain at Lessee's expense, any and all permits required for any alterations City has approved. The Lessee shall have the right to maintain on the Leased Property appropriate facilities for the conducting of Lessee's business.

### ARTICLE IV - OBLIGATIONS OF LESSEE

Section 4.01 - Garbage and Waste Removal: Lessee agrees to cause to be removed promptly, at its own expense from the Leased Premises, all waste including garbage and rubbish, and agrees not to deposit the same, except temporarily in connection with collection for removal, on any part of the Leased Property, the draining system, or other property of the City constituting Lakeview Park.

Section 4.02 - Utility Connections: Lessee may contract for connections to public utility services as are available and shall transfer all existing utility accounts into their name and pay any and all fees associated with the utilities.

Section 4.03 - Fire Prevention: Lessee shall exercise due and reasonable care and caution to prevent and control fire on Leased Property, and to that end shall install suitable fire extinguishers throughout the Building resting on the Leased Property in accordance with rules and regulations of the City's Fire Chief. All paints and oils shall be stored in suitably protected outbuildings or compartments in accordance with rules and regulations as required by such Fire Chief.

Section 4.04 - Maintaining Clean Premises: Lessee shall provide proper containers for trash and garbage and shall keep the Leased Property free and clear of rubbish, debris, and litter at all times.

Section 4.05 - City Approval of Plans and Specifications: No construction of any kind shall be carried out by Lessee except in accordance with plans and specifications which have received the prior written approval of the City and any other regulatory agency. It is agreed that, for any improvements, new construction, alterations, and remodeling undertaken on the Leased Property that has been approved by City by Lessee, the City shall be held harmless from any costs incurred in providing such facilities. Upon termination of this Lease by the passage of time or otherwise, title to all structures, installations, or improvements of any kind paid for and placed upon the Leased Property by Lessee, either those in place or immovable, exclusive of all equipment, machines, appliances, furniture, trade fixtures, partitions, installations and other Lessee personal property that is capable of being removed from the Leased Property without material damage to same (collectively, "Lessee's Personal Property"), shall vest and transfer to the City.

Section 4.06 - Taxes: Lessee agrees to pay all lawful taxes and assessments which, during the term or extension thereof, may become a lien, or which may be levied by the State, County, City or any other tax-levy body upon the following: (a) Any taxable interest by Lessee acquired in this Lease; and (b) All taxes on any taxable personal property owned by Lessee in or about the Leased Property. Upon any termination of this Lease, all taxes when levied, or any lien on any of the above-described personal property or taxable interest therein, shall be paid in full without prorating by Lessee forthwith or as soon as a statement thereof has been issued by such tax-levying body.

Section 4.07 -Utilities: Lessee shall promptly pay any charges for sewer, water, gas, electricity, telephone, and any other utility charge for services provided at the Leased Property at Lessee's order or consent, including all monthly fees for service.

Section 4.08 - Lessee's Repairs and Maintenance: At its expense, Lessee shall be responsible for general landscaping and maintenance of the real property included in the Leased Property.

Section 4.09 - Surrender: Lessee shall, on the last day of the term, or upon the sooner termination of the term, peaceably and quietly surrender the Leased Property to the City, broom clean, including all Buildings, alterations, rebuilding, replacements, changes, or additions placed by the Lessee thereon, in as good condition and repair as at the commencement of the term, and as any new buildings, structures, replacements, additions, or improvements constructed, erected, added, or placed thereon by the Lessee were when completed, all with the natural wear and tear and damage by casualty excepted. Notwithstanding the foregoing, Lessee shall at all times retain all right, title and interest in and to all Lessee's Personal Property, and Lessee may remove the same from the Leased Property upon expiration or termination of the term.

Section 4.10 — Holding Over: Should Lessee, or any of its successors in interest, hold over the Leased Property or any part thereof after the expiration of the Lease term, unless otherwise agreed to in writing by City, such holding over shall constitute and be construed as a month-to-month tenancy, and rental for such tenancy will be paid at a rental equal to one dollar \$1.00 per month. In the event City leases all or any part of the Leased Property covered hereby to a third-party lessee for a term commencing upon the expiration of this Lease, and City is unable to deliver possession thereof to said lessee because Lessee is holding over, Lessee shall indemnify City for actual damages incurred by it as a result of such inability to deliver possession and shall be responsible for any costs or liabilities the City incurs as a result of Lessee holding over and not vacating the property.

#### ARTICLE V - RIGHTS OF THE CITY

Section 5.01 - Payments by the City Recoverable From Lessee: Upon written notice to Lessee, the City shall have the right, during the term of the Lease, to pay any unpaid taxes, assessments, water, sewer, or other charges owed by the Lessee, pursuant to the terms of this Lease, on the Leased Property and reversionary interest therein remaining unpaid after the same have become due and payable. The amount paid of such taxes, assessments and charges owed by Lessee shall be deemed to be additional rent due from Lessee within 30 days of receipt of invoice from the City with interest thereon at the rate of ten percent (10%) per annum after 30 days from the date of invoice to the Lessee. The City, at its option, may advance or pay any such charge, but it shall not be obligatory on the City to inquire into the validity of any such charge, provided, however, that, if Lessee shall be actively prosecuting its administrative or legal remedies in protest of any such charge, the City shall not have the right to pay or advance sums referable thereto until such remedies shall have been exhausted.

Section 5.02 - Right of Entry and Inspection: The City reserves the right at any reasonable time mutually agreed to by the parties to enter upon the Leased Property, either in person or through its designated agents or employees, for the purpose of inspecting the Leased Property and ascertaining the condition of the same. In any case, City shall have the right to inspect the Leased Property within 24 hours of the delivery of written notice. The City shall use reasonable good faith efforts not to disturb Lessee's business operations during such entry and/or inspection.

#### ARTICLE VI - OBLIGATIONS OF THE CITY

Section 6.01 - Quiet Enjoyment: The Lessee, upon the payment of the annual lease, herein reserved, and upon the performance of all of its other obligations under the terms of this Lease, shall at all times during this Lease term, peaceably and quietly enjoy the Leased Property without any disturbance from the City or from any person claiming through the City.

#### ARTICLE VII - INDEMNITY AND INSURANCE

Section 7.01 - Indemnity: The Lessee 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 Lessee's 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.

Section 7.02 - Insurance: Lessee, at its own expense, shall keep and maintain in full force and effect a policy of commercial general liability insurance, including a contractual liability endorsement covering Lessee's obligations under Section 8.01, insuring Lessee's activities upon, in and about the Leased Premises against claims of bodily injury or death or property damage or loss with limits of at least One Million Dollars (\$1 Million) per occurrence and Two Million Dollars (\$2 Million) aggregate. Each insurance policy shall provide that it is not subject to cancellation or material alteration except after Thirty (30) days prior written notice to the City and Lessee. Lessee shall deliver to the City immediately upon execution of this Lease and upon annual renewal thereafter, copies of policies of such insurance or certificates

evidencing the existence and amounts of same. Should Lessee fail to keep in effect and pay for such insurance as required under this Lease, the City may do so, in which event the Lessee shall be required to reimburse the City for the insurance premium paid by the City. If the City receives notice of termination, cancellation or lapse of such insurance, it may elect to notify Lessee to cease operations on the Leased Property until the City receives copies of policies evidencing that the insurance required under this Lease is in full force and effect. This City is to be named Additional Insured on each such policy or policies.

#### ARTICLE VIII - GENERAL PROVISIONS

Section 8.01 - Alterations and Improvements: Lessee shall make no alterations to the Leased Property or make any other improvements thereupon without prior written consent of the City and any required permits have been issued. All alterations, changes, and improvements paid for and built, constructed, or placed on the Leased Property by Lessee, with the exception of fixtures removable without material damage to the Leased Property and Lessee's Personal Property shall, unless otherwise provided by written agreement between the City and Lessee, be the property of the City and remain on the Leased Property at the expiration, or sooner termination, of this Lease.

Section 8.02 - Damage or Destruction of Leased Premises: If all of the Buildings on the Leased Property are completely or substantially destroyed by fire or other casualty not caused by Lessee, either City or Lessee may terminate this Lease by issuing a notice of termination to the other party.

Section 8.03 - Materials Affecting Fire Insurance: Lessee shall not keep or have on the Leased Premises any article or thing of a dangerous, inflammable, or explosive character which might unreasonably increase the danger of fire on the Leased Property except in accordance with applicable laws, rules and regulations.

Section 8.04 - Assignment of Interests or Rights: Except as expressly provided in this Lease, neither Lessee, nor any assignee or other successor of Lessee, shall in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer, or encumber any of Lessee's rights in and to this Lease or any interest therein, nor license or permit the use of the rights herein granted in full or in part without the prior written consent of the City.

Section 8.05 - Condemnation: If the Leased Premises or any interest therein is taken as a result of the exercise of the right of eminent domain, this Lease shall terminate as to such portion as may be taken. If Lessee shall reasonably determine that it is no longer feasible to continue operations at the Leased Property without the portion taken, the Lessee shall have the right to terminate this Lease. The City shall be entitled to that portion of the award as is represented by the real property involved, but Lessee may make a separate claim against the governmental entity exercising the right of eminent domain for Lessee's relocation expenses.

Section 8.06 - Nonwaiver: Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of, or prejudice to, such party's right to require strict performance of the same provision, or of any other provision, in the future. To the extent City's consent or approval is required under this Lease, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

Section 8.07 - Attorney's 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.

Section 8.08 - Time of the Essence: It is mutually agreed that time is of the essence to the performance of all covenants and conditions to be kept and performed under the terms of this Lease.

Section 8.09 - Notices: All notices required under this Lease shall be deemed to be properly served if sent by certified mail to the last address previously furnished by these parties. Until changed by the parties by notice in writing, notices shall be sent to:

CITY:	LESSEE:
City of Sandpoint	Lions Club
City Clerk	PO Box 414
1123 Lake Street	Sandpoint, ID 83864
Sandpoint, Idaho 83864	

All such notices shall be deemed served upon deposit in the United States Postal Service with postage prepaid.

Section 8.10 - Assurance of Nondiscrimination: Pursuant to Title VI of the Civil Rights Act of 1964, and by Part 15 of the Federal Aviation Regulations, Lessee agrees it will not, on the grounds of race, color, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 15 of the Federal Aviation Regulations, as such law or Regulations may be amended. Pursuant to Sandpoint City Code 5-210 Lessee agrees it will not discriminate against a person based on sexual orientation or gender identity/expression.

Section 8.11 - Consent of the City: Whenever consent or approval of direction by the City is required under the terms of this Lease, the same may be received in writing from the Mayor or authorized City representative/designee .

Section 8.12 - Index and Headings: The index, and article and section headings, are for convenience for reference, and are not intended to define or limit the scope of any provisions of this Lease.

Section 8.13 - Governing Law: This Lease shall be governed under the laws of the State of Idaho, and the jurisdiction 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.

Section 8.14 - Entire Agreement: This Lease contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Lease. All prior understandings, terms, or conditions are deemed merged in this Lease, and all existing leases and other arrangements between the parties relative to the Leased Property are replaced and superseded by this Lease, effective as of the Commencement Date.


Section 8.15 - Modification by Writing: This Lease may not be modified orally, but only by agreement in writing through an Amendment to this Agreement and signed by both parties.

Section 8.16 - Severability: If any provision of this Lease shall be declared invalid or unenforceable, the remainder of this Lease shall continue in full force and effect.

IN WITNESS WHEREOF, the City has caused these presents to be signed, and the Lessee has signed effective the day and year first above written.

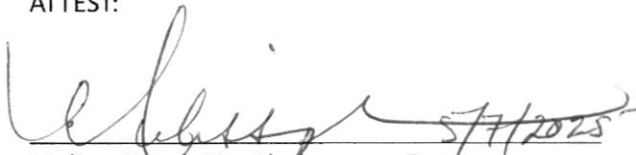
CITY OF SANDPOINT:

SANDPOINT LIONS CLUB:

  
Jeremy Grimm, Mayor 5/7/2025  
Date

  
Janice Rader 4/25/2025  
President Date

ATTEST:

  
Melissa Ward, City Clerk 5/7/2025  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE	Item # 9.
5/	

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

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

<b>PRODUCER</b> Alliant Insurance Services, Inc. 32 Old Slip New York NY 10005	<b>CONTACT NAME:</b> Stephanie Maes <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Stephanie.Maes@alliant.com														
	<b>INSURER(S) AFFORDING COVERAGE</b>														
License#: 812008 MGTCONS-01	<table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Hartford Insurance Group</td> <td>914</td> </tr> <tr> <td><b>INSURER B:</b> Atlantic Specialty Insurance C</td> <td>27154</td> </tr> <tr> <td><b>INSURER C:</b> Westfield Specialty Insurance</td> <td>16992</td> </tr> <tr> <td><b>INSURER D:</b> Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER	NAIC #	<b>INSURER A:</b> Hartford Insurance Group	914	<b>INSURER B:</b> Atlantic Specialty Insurance C	27154	<b>INSURER C:</b> Westfield Specialty Insurance	16992	<b>INSURER D:</b> Federal Insurance Company	20281	<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER E:</b>															
<b>INSURER F:</b>															
<b>INSURED</b> TVG-MGT Holdings, LP. MGT Impact Solutions, LLC 4320 West Kennedy Blvd Tampa FL 33609															

**COVERAGES** **CERTIFICATE NUMBER: 744547650** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			711018731-0000	5/12/2025	5/12/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			711018731-0000	5/12/2025	5/12/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded. \$ 1,000
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			711018731-0000	5/12/2025	5/12/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	10WBAR7J14	5/12/2025	5/12/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C D	Professional/Cyber/Tech E&O Crime Coverage			MTP9048729 00 82647179	5/12/2025 5/12/2025	5/12/2026 5/12/2026	LIMIT \$5,000,000 LIMIT \$3,000,000 RETENTION \$25,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Some Endorsements are pending and we will provide once available.  
 Proof of Insurance

<b>CERTIFICATE HOLDER</b>  Sandpoint, Idaho 1123 Lake Street Sandpoint ID 83864	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## AGENDA REPORT

### City Council Meeting

**TODAY'S DATE:** May 5, 2026

**MEETING DATE:** May 20, 2026

**TO:** MAYOR AND CITY COUNCIL

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

**SUBJECT:** Purchase Order #26-1788 to CompuNet Inc. for Enterprise Storage Replacement Project

#### DESCRIPTION/BACKGROUND:

The City's current storage system reached end-of-life in 2024 and presents risk due to limited capacity, lack of scalability, and supportability. Cloud alternatives exceed \$15,000/month. Recommendation is to adopt a new scalable storage solution.

The current challenges are the end of life storage infrastructure we currently have, storage capability shortages, no scalability with our current storage, and increased operational and cybersecurity risk.

IT staff evaluated Cloud versus on-premises solutions and replicating current services on Cloud would exceed \$15,000 per month, making it financially unfeasible at this time.

The City, along with all organizations and agencies nationally, are seeing rising costs due to chip shortages and global conflicts, which have increased IT infrastructure pricing and lead times.

In the FY 26 budget, budget of \$125,000 included City network server replacements as well as the storage area network. After a complete evaluation by the very experienced IT Manager, it was determined that the server replacements are needed but need to be deferred to a future phase in order to remain fiscally responsible. The priority is the Enterprise Storage replacement. This project will deploy new storage architecture to enable scalable, non-disruptive upgrades, which will eliminate future work stoppage (downtime) upgrades to our limited system and provides for scalable growth, which is essential for our ever changing environment in this organization and in changes in technology. This will also provide predictable costs going forward and improve our cybersecurity.

Pursuant to Idaho Code 74-107 – Records exempt from disclosure — Trade secrets, production records, appraisals, bids, proprietary information, tax commission, unclaimed property, petroleum clean water trust fund. The following records are exempt from disclosure:

IC 74-107(15) states that "computer programs developed or purchased by or for any public agency for its own use. As used in this subsection, "computer program" means a series of instructions or statements which permit the functioning of a computer system in a manner designed to provide storage, retrieval and manipulation of data from the computer system, and any associated documentation and source material that explain how to operate the computer program".

This staff report and the Purchase Order only provide general information due to the cybersecurity risk.

#### STAFF RECOMMENDATION:

Staff recommends City Council consider approval of Purchase Order No. 26-1788 to CompuNet Inc for the Enterprise Storage Replacement Project in the amount of \$127,800.16.

**ACTION:**

City Council approval of Purchase Order No. 26-1788 to CompuNet Inc for the Enterprise Storage Replacement Project in the amount of \$127,800.16.

**WILL THERE BE ANY FINANCIAL IMPACT?** Yes **HAS THIS ITEM BEEN BUDGETED?** Yes, funds are available within the Information Technology budget for the overage of \$2,800.16 within FY 26 budget for the capital project.

**ATTACHMENTS:**

1. Proposed Resolution
2. PO 26-1788 to CompuNet Inc

No: 26  
Date: May 20, 2026

RESOLUTION  
OF THE CITY COUNCIL  
CITY OF SANDPOINT

**TITLE: PURCHASE ORDER #26-1788 TO COMPUNET, INC. FOR THE ENTERPRISE STORAGE REPLACEMENT PROJECT**

WHEREAS: The City’s current enterprise storage system reached end-of-life in 2024 and presents increasing operational risk due to limited capacity, lack of scalability, and reduced supportability;

WHEREAS: The existing storage infrastructure creates challenges including storage shortages, inability to scale, and elevated operational and cybersecurity risks;

WHEREAS: City IT staff evaluated both cloud-based and on-premises storage solutions and determined that replicating current services in a cloud environment would exceed \$15,000 per month, rendering such option financially unfeasible at this time;

WHEREAS: The City, along with other public agencies nationwide, is experiencing increased costs and extended lead times for information technology infrastructure due to global supply chain constraints, including chip shortages and geopolitical factors;

WHEREAS: The Fiscal Year 2026 budget included \$125,000 for network server replacements and storage area network improvements, and after further evaluation, staff determined that server replacements should be deferred in order to prioritize the more critical enterprise storage replacement project;

WHEREAS: The proposed Enterprise Storage Replacement Project will implement a modern storage architecture that enables scalable, non-disruptive upgrades, reduces downtime, improves operational efficiency, enhances cybersecurity, and provides predictable long-term costs; and

WHEREAS: Pursuant to Idaho Code 74-107, certain records related to computer programs and associated systems are exempt from public disclosure due to cybersecurity and proprietary considerations, and therefore only general information is provided in the staff report and supporting materials.

NOW, THEREFORE, BE IT RESOLVED THAT: City Council hereby approves Purchase Order #26-1788 to CompuNet, Inc, for the Enterprise Storage Replacement Project in the amount of \$127,800.16, a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

BE IT FURTHER RESOLVED THAT: The Mayor or his designee is hereby authorized to execute all necessary documents to effect this purchase.

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

ATTEST:

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



**PURCHASE ORDER**  
**CITY OF SANDPOINT**  
**1123 LAKE STREET**  
**SANDPOINT, ID 83864**

DATE	P.O. No.
04/24/2026	<b>26-1788</b>

SUPPLIER:
VENDOR: 004972
COMPUNET INC
PO BOX 35143 LB 410802
SEATTLE, WA 98124-5143

SHIP TO:
CITY OF SANDPOINT
BEN PARKER OR MATT MORRIS
1123 LAKE ST
SANDPOINT, ID 83864-1714
EMAIL: BPARKER@SANDPOINTIDAHO.GOV

Description: CITY NETWORK STORAGE PROJECT

Details: QUOTE RV#289583

Internal Use Only: NO ATTACHMENTS INCLUDED DUE TO CYBERSECURITY PRIVACY OF CITY'S NETWORKS, ALLOWED PER IDAHO CODE- EXEMPTION FROM PUBLIC RECORD

Item No.	QTY	Unit	Description	Unit Price	Amount
CITY NETWORK STORAGE PROJECT	1.00	DOLLAR	CITY NETWORK STORAGE PROJECT 01-1920-7741-0000-19222011	120,303.44 120,303.44	
CITY NETWORK STORAGE PROJECT	1.00	DOLLAR	CITY NETWORK STORAGE PROJECT 01-1920-4610-4660-19222011	496.72 496.72	
CITY NETWORK STORAGE PROJECT	1.00	DOLLAR	CITY NETWORK STORAGE PROJECT 01-1920-4340-4171-19222011	7,000.00 7,000.00	
<b>Total:</b>					<b>\$127,800.1</b>

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

Item # 10.



**PURCHASE ORDER**  
CITY OF SANDPOINT  
1123 LAKE STREET  
SANDPOINT, ID 83864

DATE	P.O. No.
04/24/2026	<b>26-1788</b>

Date Printed: 05/04/2026

\_\_\_\_\_  
Authorized Signature

Page: 2/2



## AGENDA REPORT

### City Council Meeting

**TODAY'S DATE:** May 12, 2026

**MEETING DATE:** May 20, 2026

**TO:** MAYOR AND CITY COUNCIL

**FROM:** Rachel McKinley, Project Manager

**SUBJECT:** S Boyer Lift Station Replacement: Professional Services Agreement Award (No. A26-3257-1)

#### BACKGROUND:

The City of Sandpoint's adopted 2021 Collection System Capital Improvement Plan (2021 Collections CIP) outlines the strategic upgrades and expansions needed for the city's wastewater collection infrastructure. This plan focuses on improving capacity, addressing aging infrastructure, and ensuring reliable service to meet the needs of a growing population. By identifying priority projects and allocating resources efficiently, the plan ensures that the city can maintain a safe, sustainable, and resilient wastewater system for residents, supporting both current demands and future growth.

The 2021 Collections CIP identified the 3 (three) lift stations in need of immediate replacement (within the next 0 to 5 years):

- Beach Lift Station at City Beach
- BP Exxon Lift Station on Superior Street between First Avenue and Iberian Way.
- S Boyer at War Memorial Field

In 2023, the Collections System Evaluation Plan was completed furthering the collection system assessment/modeling and progressed the recommended improvement or replacement projects. These plans provided guidance and baseline information for the replacement project of the Exxon & Beach Lift Stations, which were reconstructed in Summer/Fall 2024.

#### DESCRIPTION:

Within the next 2 years, the City intends to replace the S. Boyer lift station located in the parking lot on the east side of Lakeview Park/War Memorial Field. This lift station is critical for operations, being the largest lift station within the City's collection system that leads to the City's Wastewater Treatment Plant. This lift station serves downtown and the commercial and residential areas of eastern Sandpoint. The lift station currently has issues with grease buildup and large debris.

The S. Boyer lift station was originally installed with two pumps in 1960 (over 65 years old). An additional pump was installed in 2016. Currently only one pump functions properly/consistently. All major electrical equipment (power panels, pump control panel, generator) is aging and is also recommended for replacement. This lift station is connected to City's SCADA system.

The retaining walls around the lift station are cracking, and the stairs into the lift station are capped with grout to cover exposed aggregate. Hydrogen sulfide is corroding all metal surfaces within lift station and poses a safety risk to operations staff during maintenance. The lift station currently has access issues such as confined spaces and the roof of the lift station must be removed to conduct maintenance.

The City of Sandpoint released Request for Qualifications (RFQ) No. 26-3257-1 and received two (2) Statements of Qualifications (SOQ). The SOQs were evaluated based upon the scoring criteria established and published within the RFQ. Staff successfully negotiated the attached design contract with Keller Associates. The solicitation is governed by Idaho Code § 67-2320 and was administered accordingly.

Keller Associates will work with City Staff to:

- assess the structural integrity and evaluate options;
- ensure compliance with the City's and state requirements; and
- design/reconstruct a long-lasting lift station that accommodates current and future flows and ensures ease of maintenance activities and safety for City Staff.

Design services are scheduled to begin immediately following execution of a contract which is included in the FY2026 adopted budget. The design for this project is funded by the Wastewater fund. The proposed scope of services is limited to design services and excludes bid services, construction administration, management, and inspection and is scheduled to be completed by November 2024.

The Professional Services Agreement (PSA) not to exceed amount is \$353,125.00 for services as outlined within the attached Agreement.

The project will be bid for construction following receipt of final bid documents from Keller Associates. The construction phase of the project is currently scheduled to start in Spring 2027 and completed by Fall 2027, while considering access for the boat launch, parking for recreation/sport activities and events such as the Festival at Sandpoint.

**STAFF RECOMMENDATION:** Staff recommends City Council consider approving the PSA with Keller Associates not to exceed \$353,125 for engineering services for the S Boyer Lift Station Replacement project, authorizing the Mayor to sign the PSA.

**ACTION:** Award contract to approve the PSA with Keller Associates in the amount of \$353,125 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. Proposed Resolution
2. Agreement No. A26-3257-1– Keller Associates

**LINKS:**

1. 2021 Collection System Capital Improvement Plan: <https://www.sandpointidaho.gov/media/3596>
2. Project Page: <https://cleargov.com/idaho/bonner/city/sandpoint/projects/14339/sewer-lift-station-replacements>

No: 26-  
Date: May 20, 2026

RESOLUTION  
OF THE CITY COUNCIL  
CITY OF SANDPOINT

**TITLE: PROFESSIONAL SERVICES AGREEMENT WITH KELLER ASSOCIATES FOR THE S. BOYER LIFT STATION REPLACEMENT PROJECT (CITY AGREEMENT A26-3257-1)**

WHEREAS: The City of Sandpoint’s 2021 Collection System Capital Improvement Plan identified the S. Boyer Lift Station as a priority facility requiring replacement due to aging infrastructure and operational concerns;

WHEREAS: The S. Boyer Lift Station is a critical component of the City’s wastewater collection system, serving downtown Sandpoint and eastern areas of the city;

WHEREAS: The existing lift station, originally constructed in 1960, has aging pumps, electrical equipment, structural deterioration, corrosion issues, and maintenance and safety challenges;

WHEREAS: The City issued Request for Qualifications No. A26-3257-1 for engineering services related to the replacement project and evaluated Statements of Qualifications in accordance with Idaho Code § 67-2320;

WHEREAS: City staff negotiated a Professional Services Agreement with Keller Associates to provide engineering design services for the replacement project;

WHEREAS: The proposed agreement is for an amount not to exceed \$353,125.00 and is funded through the FY2026 Wastewater Fund budget; and

WHEREAS: The City Council finds that approval of the agreement is in the best interest of the City and necessary to support reliable wastewater infrastructure and public health and safety.

NOW, THEREFORE, BE IT RESOLVED THAT: The Professional Services Agreement with Keller Associates for engineering services related to the S. Boyer Lift Station Replacement Project (City Agreement A26-3257-1), in an amount not to exceed \$353,125.00, 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 IS AN AGREEMENT effective as of May 21, 2026 (“Effective Date”) between  
City of Sandpoint (“Owner”) and  
Keller Associates Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Design Services – South Boyer Lift Station Improvements (“Project”).

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

Engineer's services under this Agreement are generally identified as follows:

Provide engineering services to evaluate, plan, and design improvements, rehabilitation, or replacement of the City’s highest flow volume and terminal lift station within the collection system, the South Boyer Lift Station.

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 have the responsibilities set forth herein and within Exhibit A.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. 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 at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) 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 within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- 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.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

### ARTICLE 4 – INVOICES AND PAYMENTS

#### 4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis and no later than 30 days of services rendered for previous month. Invoices are due and payable within 30 days of receipt of a correct invoice.

#### 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 any payment due Engineer for services and expenses within 30 days after receipt of Engineer's correct 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 seven 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. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

### 5.02 *Designing to Construction Cost Limit – NOT USED*

### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering 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. *Consultants:* 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 6.01.A, Engineer and its Consultants 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. *Compliance with Laws and Regulations, and Policies and Procedures:*
1. Engineer and Owner shall comply with applicable Laws and Regulations.
  2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations;
    - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
    - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. 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.
- G. NOT USED
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any

A26-3257-2

Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to the Constructor's furnishings and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. 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.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

#### 6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

### 6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

### 6.04 *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.

#### 6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. NOT USED
- C. NOT USED
- D. Engineer shall deliver to Owner certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

#### 6.06 Suspension and Termination

- A. *Suspension:*
  - 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
  - 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services

and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

- B. *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 terms hereof through no fault of the terminating party.
    - b. by Engineer:
      - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
      - 3) Engineer shall have no liability to Owner on account of such termination.
    - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, 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. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, 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. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

#### 6.07 *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.

#### 6.08 *Successors, Assigns, and Beneficiaries*

- A. Engineer and its successors, executors, administrators, and legal representatives of are hereby bound to the Owner to this Agreement and to its successors, executors, administrators and legal representatives (and said 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, money that is 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, 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.
  3. NOT USED

#### 6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

#### 6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.11 *Indemnification*

- A. *Indemnification by Engineer:* As 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's wrongful acts, negligent acts, errors, 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.
- A. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members,

partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- B. NOT USED
- C. NOT USED
- D. NOT USED

#### 6.12 *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.

#### 6.13 *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.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

- F. **Miscellaneous Provision:** This is to certify that Engineer, and its agents is not owned or operated by the government of China, nor will it be owned or operated by the government of China during the duration of any and all contracts entered into for this project.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) 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 definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
  3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
  5. *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.
  6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
  7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
  8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the

Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *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.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *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.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *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.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and

easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
  32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
  33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
  34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
  35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
  36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
  37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- B. *Day*:
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities. NOT USED
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. NOT USED
- E. Exhibit E, Notice of Acceptability of Work. NOT USED
- F. Exhibit F, Construction Cost Limit. NOT USED
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution. NOT USED
- I. Exhibit I, Limitations of Liability. NOT USED
- J. Exhibit J, Special Provisions. NOT USED
- K. Exhibit K, Amendment to Owner-Engineer Agreement. NOT USED

### 8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above, as applicable) 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. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

### 8.03 *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 services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

### 8.04 *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 8.04:

A26-3257-2

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing 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: Keller Associates Inc

By: \_\_\_\_\_  
Print name: Jeremy Grimm  
Title: Mayor  
Date Signed: \_\_\_\_\_

By: James Bledsoe  
James Bledsoe (May 14, 2026 14:54:07 MDT)  
Print name: James Bledsoe, PE  
Title: Vice President  
Date Signed: 05/14/2026

Engineer License or Firm's Certificate No. (if required):  
10803  
State of: Idaho

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

Address for Engineer's receipt of notices:  
100 E. Bower Street  
Meridian, Idaho 83642

Designated Representative (Paragraph 8.03.A):  
[ Holly Ellis  
Title: Public Works Director  
Phone Number: \_\_\_\_\_  
E-Mail Address: hellis@sandpointidaho.gov

Designated Representative (Paragraph 8.03.A):  
Kyle Meschko  
Title: Project Manager  
Phone Number: 208-946-3312  
E-Mail Address: kmeschko@kellerassociates.com

A26-3257-2

This is **EXHIBIT A**, consisting of [ 6 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ May 21, 2026 ].

## Engineer's Services

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Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

### PART 1 – BASIC SERVICES

#### A. TASK 1 - PROJECT MANAGEMENT

##### *Consultant Responsibilities:*

- 1.1 General Project Management. Provide general project administration services including contract administration, monthly invoicing, progress reports, scheduling, and internal project administration.
- 1.2 Kickoff Meeting. Participate in a project kickoff meeting. Prepare agenda and minutes. The purpose of this meeting will be to establish Owner design team, review the overall project schedule including major milestones and meetings, review objectives of the design, discuss available data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval.
- 1.3 Bi-Weekly Meetings. Hold bi-weekly meetings through the development of the preliminary engineering report and prepare meeting agenda and notes. The meetings will review critical items and obtain input as needed from the Owner.
- 1.4 Request for Information. Consultant to submit a request for information regarding the lift station pump run times, operation setpoints, pump information, and any additional influent flow information. All as-builts and collection facility plan have been provided by Owner.

##### *Owner Responsibilities:*

- Provide meeting space for project meetings. Provide advertising as needed.
- Respond to request for information within 1 week.

##### *Assumptions:*

- Project management budget assumes a project schedule of up to 8 months.
- Bi-weekly meetings will be held virtually for the first three months (through pre-design). Kickoff and design review meetings/workshops will be held in Sandpoint with potential remote participants.

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Modified from Exhibit C – Compensation Packet BC-2: Basic Services (other than RPR) – Standard Hourly Rates Method of Payment.

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and American Society of Civil Engineers. All rights reserved.

- Project is being funded by Owner.

*Deliverables:*

- Request for information.
- Monthly invoices and project update summaries.
- Kickoff meeting agendas and minutes.
- Bi-weekly agendas and notes.

**B. TASK 2: PRELIMINARY ENGINEERING REPORT (PER)**

*Consultant Responsibilities:*

- 2.1 Existing Conditions and System Evaluation. The Engineer shall evaluate existing lift station conditions to assess remaining useful life. The evaluation will identify system constraints, required upgrades, and opportunities to reuse existing infrastructure while avoiding earthwork outside the existing lift station footprint where practical, with the goal of reducing total life cycle costs while maintaining reliable operation. Structural evaluation of existing concrete elements (including the wet well and retaining walls) shall include visual inspection and documentation of cracking, spalling, leakage, corrosion, and hydrogen sulfide deterioration. Where appropriate, limited non-destructive testing such as hammer sounding may be used to support condition ratings. Results will be used to determine whether the structures are suitable for rehabilitation or require partial or full replacement to meet long term reliability.
- 2.2 Design Criteria. Document design criteria that will serve as basis for design. Consultant to review the collection system master plan to define influent flows for the lift station. Consultant to review available information on pump run times and operational setpoints.
- 2.3 Surveying. Provide topographic surveying for the area around the proposed lift station building. It is anticipated that the scope of this survey will be approximately 0.5 acres, as well as two upstream manhole inverts. Topographic survey will include existing visible structures, marked utilities, and observed features, such as existing fencing, sidewalks, and roadways. Consultant will use survey information to prepare a base map for the site. Survey will use NAVD 88 Vertical Datum and NAD 83 (2011) Horizontal datum. Establish one or two benchmarks for future design/construction reference.
- 2.4 Site Layout. Develop concept site work depicting generator, stormwater, piping, access, fencing, and elevations. Additionally, Engineer to design to improve the top section of the influent manhole with new barrels. Forcemain leaving the lift station and discharging in the nearby manhole will be replaced and stormwater swale will be restored to existing conditions.
- 2.5 Lift Station Alternatives. Evaluate up to four lift station design alternatives with the Owner to consider rehabilitation versus reconstruction. Concepts to be developed on a conceptual level with one to two figures per concept. A technical memorandum of two to three pages including figures will be completed

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Modified from Exhibit C –Compensation Packet BC-2: Basic Services (other than RPR) – Standard Hourly Rates Method of Payment.

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for each alternative with high level opinion of costs. Alternative evaluations are anticipated to be limited to the following:

- i. Convert existing lift station into dual wet wells with influent splitter channel and a total of four pumps. Demo existing building, bring structure to approximate finish grade of parking lot, install outdoor rated control panels and onsite generator.
  - ii. Convert existing dry pit into a single wet well with three pumps and reuse existing control panel. Existing wet well to be utilized for emergencies. Demo existing building, extend structure to approximate finish grade of parking lot.
  - iii. Fully reconstruct the lift station adjacent to the existing lift station with submersible pumps and at-grade access hatches with a singular wet well, install outdoor rated control panels and onsite generator. If this alternative is selected, not included in this Agreement; additional design services will be required for this alternative.
  - iv. Boyer LS expansion: Route the Boyer Avenue collector to the Boyer Lift Station with the existing First Avenue collector (~2,750 gpm future peak wet weather flows) and route a new forcemain to the Wastewater Treatment Plant Facility. Review potential impacts and cost savings at the treatment plant associated with converting the Boyer trunkline to a force main. If this alternative is selected, additional design services will be required. Evaluation will be conceptual-level only.
- 2.6 Submersible Pump type selection. Perform a comparative pump evaluation of feasible pump types, including submersible non-clog and screw centrifugal. Document operational advantages and disadvantages, capital costs, O&M considerations, and overall hydraulic and solids-handling performance to support pump selection.
- 2.7 Grease Strategy. Provide up to three strategies involving ways to handle grease at the lift station which could include pump type, chemical treatment, and operational provisions.
- 2.8 Cost Estimate. Provide an opinion of probable cost for the project.
- 2.9 Prepare PER. Prepare a draft PER following IDEQ rules. In addition to the minimum regulatory requirements, PER is to include concept drawings showing conceptual site layout and yard piping, one-line diagram, anticipated permit requirements, and lift station layout. Submit to DEQ for review.
- 2.10 Workshop Meeting. Meet with Owner in person to review the PER.
- 2.11 Final PER. Incorporate Owner input and submit to DEQ or review. Address agency comments into final PER.

*Owner Responsibilities:*

- Owner will lead the access to the site, confined space entry provisions to safely access the site, clean wet well prior to site visit, draw water level in wet well to as low as possible and assist with accessing

confined spaces (wet well facility and dry pit) providing personnel and completing hammer tests and inspection under direction of Engineer.

- Provide input on lift station design criteria and preferred alternatives – decision of alternative to occur at the kickoff meeting.
- Review and comment on the PER.

*Assumptions:*

- Surveying to be completed within existing right-of-way and easements; no boundary surveying to be completed.
- No geotechnical work is included in the base services. If these are required, they will be provided as an additional service.
- Lift station location and sizing is based on recommendations in the wastewater collection study.
- Odor control type to be passive activated carbon canister.
- Power is readily available and located adjacent to the site.
- Pavement sections and curbing will not be needed for access and parking.
- Engineer will not be entering the wet well, photos will be provided by the City with support from the Engineer.

*Deliverables:*

- Topographic base map.
- Agenda and minutes for Workshop Meeting.
- Draft and Final PER.

**C. TASK 3: FINAL DESIGN**

*Consultant Responsibilities:*

- 3.1 Plan Sheets. Prepare general, survey, site civil, structural, mechanical, electrical, and instrumentation and control plan sheets for the site, lift station, and yard piping. The Instrumentation and control sheets will generally include instrumentation diagrams (P&ID), instrumentation schedule, and a performance specification for the City's SCADA components. Consultant to denote fiber to be brought to the site. Coordinate location of pumps, piping layout, electrical equipment, generator, pump removal equipment, and other appurtenances with the Owner. Prepare 50% and 90% review sets.

- 3.2 Specifications. Incorporate special provisions and project constraints into Owner-provided General and Supplementary Conditions based on the 2018 EJCDC. Prepare technical specifications. Technical specifications will be prepared to detail the materials, processes, and the products that are to be used in the construction, testing, inspection, and commissioning of the lift station improvements. Prepare table of contents for the 50% review set, and complete draft technical specifications for the 90% review set.
- 3.3 50% Design Review Workshop Meeting. Submit 50% design review drawings and specifications table of contents to the Owner. Participate in a 50% design review workshop meeting.
- 3.4 90% Design Review Workshop Meeting. Submit 90% design review drawings and specifications to the Owner. Participate in a 90% design review workshop meeting.
- 3.5 Agency Submittal. Agency design checklists will be completed and submitted along with the final plans and specifications to the applicable reviewing Agency for review. Prepare a Building Department review submittal.
- 3.6 Final Approval. Upon Owner and Agency review, Consultant will incorporate appropriate revisions into a final set of stamped drawings and specifications that will be used for bidding.
- 3.7 Opinion of Probable Costs. Prepare an updated opinion of probable cost for the project at 50%, 90% and/or final design.

*Owner Responsibilities:*

- Provide comments and input on the 50% and 90% design deliverables.
- Provide front end contract documents.
- Coordinate and provide comments from System Integration on instrumentation and controls.

*Assumptions:*

- Project will not include irrigation or landscaping of the site.
- Contractor will be required to prepare and implement a Storm Water Pollution Prevention Plan (SWPPP), prepare traffic control plans, and secure associated permits. Shoring (if required) will be designed by the Contractor.
- All permitting beyond DEQ approval is anticipated to be completed by the Contractor. No permits are currently known to be required prior to construction.
- Additional professional time for correspondence and meetings, due to an Owner initiated change in the project design, and/or project support above and beyond that described is considered an additional service.

*Deliverables:*

- 50% design drawings, opinion of costs, and specifications submittal in PDF and 2 hard copies.
- 90% design drawings, opinion of costs, and specifications submittal in PDF and 2 hard copies.
- 100% stamped design drawings, opinion of costs, and specifications submittal in PDF and 2 hard copies.
- Opinion of probable cost.

**SCHEDULE**

Consultant anticipates the following project schedule. The number of days associated with each of the tasks are approximate and assume timely delivery of requested information and decisions from the Owner. Actual schedule may vary:

<b>Task</b>	<b>Schedule</b>	<b>Comments</b>
Task 2 – Existing Condition Assessments and Alternative Evaluation	30 days	Upon contract execution a condition assessment will be completed and alternative concepts will be developed to be reviewed by the Owner. It is anticipated these will be reviewed at the kickoff meeting. Onsite condition assessment is planned for Wednesday, May 13.
Task 2 – Preliminary Engineering Report (PER) Submittal	45 days	PER will be submitted to Owner within 45 days following the selection of concept alternative.
Task 3 – 50% Design Complete	45 days	50% Design Plans will be completed 45 days after receiving consolidated review comments from the Owner on the PER.
Task 3 – 90% Design Complete	60 days	90% Design Plans will be completed 60 days after receiving consolidated review comments from the Owner for the 50% design documents.
Task 3 – Final Design Submission to Agency	20 days	Final Design Plans and Specifications will be completed and submitted to Agency 20 days after receiving consolidated Owner review comments for the 90% design documents.

**PART 2 – ADDITIONAL SERVICES**

Any additional services will be authorized in writing by Owner through an Amendment to this Agreement signed by both Parties.

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Modified from Exhibit C – Compensation Packet BC-2: Basic Services (other than RPR) – Standard Hourly Rates Method of Payment.

This is **EXHIBIT C**, consisting of [ 5 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ May 21, 2026 ].

**Engineer’s Compensation**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

**C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment**

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
  - i. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
  - ii. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
  - iii. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
  - iv. Total compensation for Basic Services shall not exceed \$353,125 without prior written authorization from Owner. The following represents Engineer’s estimated compensation by task for budgeting and progress tracking purposes only:

<b>Basic Services Task</b>	<b>Type</b>	<b>Estimated Amount</b>
Task 1 – Project Management	T&M	\$21,945
Task 2 – Preliminary Engineering Report	T&M	\$118,340
Task 3 – Final Design	T&M	\$212,840
	<b>Total</b>	<b>\$353,125</b>
<b>Additional Services Task – Not Used</b>		

- v. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed

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Modified from Exhibit C – Compensation Packet BC-2: Basic Services (other than RPR) – Standard Hourly Rates Method of Payment.

the total not-to-exceed compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

- vi. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
- vii. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges. Any changes in rates must be approved through an amendment to this agreement to this agreement, signed by both Parties.
- viii. NOT USED

#### C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.05.

#### C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
  - i. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  - ii. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to

A26-3257-2

consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

A26-3257-2

This is **Appendix 1 to EXHIBIT C**, consisting of [ 1 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [May 21, 2026 ].

### Reimbursable Expenses Schedule

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Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

- Mileage: Billed at Federal Rate
- Per Diem: \$68.00 per day
- Reimbursable Expenses at Cost x 1.05
- Subconsultant Expenses at Cost x 1.10
- After Hrs. & Weekend Field Work at Cost x 1.25
- Seepage Testing Equipment: \$800/month (1 month minimum charge)
- Flow Meter Equipment: \$1,800/month/meter (1 month minimum charge)
- 3D Survey Scanner Equipment: \$625/day
- Remote Bathymetric Survey Equipment: \$750/day
- Phodar Drone: \$750/day
- Drone (Non-Phodar): \$200/day
- UTV: \$250/day
- Specialty Software - Project specific

This is **Appendix 2 to EXHIBIT C**, consisting of [ 1 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ May 21, 2026 ].

### Standard Hourly Rates Schedule

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A. *Standard Hourly Rates:*

- i. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
- ii. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Standard Hourly Rates for services performed on or after the date of the Agreement are:

Project Engineer - I \$115 - \$140  
 Project Engineer - II \$140 - \$190  
 Project Engineer - III \$195 - \$280  
 Project Manager - I / II \$140 - \$190  
 Project Manager - III \$195 - \$280  
 Structural - I \$115 - \$140  
 Structural - II \$140 - \$190  
 Structural - III \$195 - \$280  
 Chief Engineer \$265 - \$335  
 CAD - I \$85 - \$120  
 CAD - II \$120 - \$135  
 CAD - III \$140 - \$190  
 CAD Manager  
 Electrical/Controls - I \$115 - \$140  
 Electrical/Controls - II \$140 - \$190  
 Electrical/Controls - III \$195 - \$280  
 Principal \$230 - \$345  
 Survey - I \$90 - \$130  
 Survey - II \$135 - \$160  
 Survey - III \$165 - \$200  
 Field Representative \$120 - \$210  
 Engineering Student \$80 - \$90  
 Administration - I \$85 - \$95  
 Administration - II \$95 - \$135

This is **EXHIBIT G**, consisting of [ 2 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [May 21, 2026].

## Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

### G6.05 *Insurance*

- A. **Insurance Requirements.** Engineer will maintain, at its own expense, insurance at all times during the performance of the Services with insurers. All policies will be maintained while Engineer is working on the Project. Engineer will maintain at its own expense, the following insurance:
- i. Workers' Compensation Insurance (to the extent required by applicable state law) in the statutory amount, including all states coverage, voluntary compensation endorsement and USL&H and Employer's Liability Insurance (collectively, Workers' Compensation Related Policies) with a minimum limit of \$500,000 per accident, \$500,000 for each employee for bodily injury by disease. Except when not available by state law, Engineer's Workers' Compensation Related Policies will waive subrogation against Owner.
  - ii. Commercial Automobile Liability Insurance ("Auto") including coverage for on-site and off-site operations, and owned, non-owned or hired vehicles, with limits of not less than \$1,000,000 combined single limits per accident. This policy will include Owner as additional insured on a primary basis. This policy will waive Engineer's rights of subrogation against Owner. The policy will contain a Severability of Interest clause.
  - iii. Commercial General Liability Insurance ("CGL") on an occurrence basis with limits of not less than \$1,000,000 per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate will apply on a "per project" basis. The policy will be applicable to all premises and operations and will include coverage for bodily injury, broad form property damage (including completed operations), personal and advertising injury (including coverage for contractual and employee acts), XCU, independent contractors, blanket contractual liability, products and completed operations by Engineer or any of its employees, agents or subconsultants. This policy will include Owner as additional insured on a primary and non-contributory basis. The policy will contain a Severability of Interest clause. This policy will waive Engineer's rights of subrogation against Owner.
  - iv. Umbrella/Excess Liability Insurance ("Excess") – In the event Engineer performs any field or site work, an umbrella/excess liability policy with limits of not less than \$1,000,000 per occurrence, \$1,000,000 General Aggregate and \$1,000,000 Products/Completed Operations Aggregate will apply. The General Aggregate will apply on a "per project" basis. This policy will be in excess of and follow the form of the CGL, Auto and Workers' Compensation Related Policies. This policy will include Owner as additional insured, and this coverage will apply on a primary and non-contributory basis and include a Severability of Interest clause. This policy will waive Engineer's rights of subrogation against Owner.

Modified from Exhibit G – Insurance.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.  
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- v. Professional Liability Insurance ("PLI") covering professional negligence in the performance of its Services, with the PLI policy providing limits of not less than \$1,000,000 per claim and in the aggregate. The PLI policy will be on a claims-made basis and continuously maintained in full force and effect for the term of this Agreement (or an Extended Reporting Period purchased). The retroactive date of the policy will be prior to the date the Services commence.
- vi. Property Insurance covering loss or damage to all tools and equipment owned, leased or used by Engineer in the performance of its Services.

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Modified from Exhibit G – Insurance.

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# A26-3257-2 KELLER ASSOCIATES BOYER LIFT STATION DESIGN SERVICES AGREEMENT

Final Audit Report

2026-05-14

Created:	2026-05-14
By:	Heather Faircloth (hfaircloth@sandpointidaho.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPmmWteWDMZzwrCmjRZWY5nRFyjJ7_Xk9

## "A26-3257-2 KELLER ASSOCIATES BOYER LIFT STATION DESIGN SERVICES AGREEMENT" History

-  Document created by Heather Faircloth (hfaircloth@sandpointidaho.gov)  
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-  Document emailed to jbledsoe@kellerassociates.com for signature  
2026-05-14 - 5:26:10 PM GMT
-  Email viewed by jbledsoe@kellerassociates.com  
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-  Signer jbledsoe@kellerassociates.com entered name at signing as James Bledsoe  
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-  Document e-signed by James Bledsoe (jbledsoe@kellerassociates.com)  
Signature Date: 2026-05-14 - 8:54:07 PM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Agreement completed.  
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# AGENDA REPORT

## City Council Meeting

**TODAY’S DATE:** May 13, 2026

**MEETING DATE:** May 20, 2026

**TO:** Mayor and City Council

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

**SUBJECT:** Proposed Resolution: Second amendment Professional Services Agreement with HMH, LLC for the City Engineering Services (No. A25-2410-6)

**DESCRIPTION/BACKGROUND:**

On August 19, 2025, the City entered into Agreement A25-2410-6 with HMH LLC to provide Interim City Engineering Services. HMH LLC was selected , in accordance with Idaho Code § 67-2320 (Qualifications-Based Selection), following the City’s professional services prequalification process and included on the City’s roster for municipal engineering services

The primary role of the consultant is to provide engineering review and support for private development applications, public infrastructure improvements, and capital project review. Services are provided on an as-needed basis. The agreement scope includes development application review, engineering review of public infrastructure improvements, attendance at Planning and Building meetings, preparation of conditions of approval, plat review and signing, and general engineering consultation related to land development and City infrastructure.

HMH LLC also supports Public Works operations and capital projects through utility coordination, infrastructure review, construction-related support, and assistance with development processes and engineering standards.

Due to ongoing development activity, capital project demands, and continued engineering support needs, staff recommends extending the agreement term through December 31, 2026 and increasing the contract authorization by \$101,000, increasing the total not-to-exceed amount from \$49,000 to \$150,000.

The amendment does not modify the general scope of services. All other terms and conditions of the original agreement remain unchanged.

**STAFF RECOMMENDATION:**

Staff recommends approval of the Second Amendment to Agreement A25-2410-6 with HMH LLC extending the agreement term through December 31, 2026 and increasing the not-to-exceed amount by \$101,000, for a revised total contract amount of \$150,000.

**ACTION:**

Move to approve of the Second Amendment to Agreement A25-2410-6 with HMH LLC extending the agreement term through December 31, 2026 and increasing the not-to-exceed amount by \$101,000, for a revised total contract amount of \$150,000.

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

**ATTACHMENTS:**

- Proposed Resolution
- Proposed A25-2410-6 HMH, LLC Professional Services Agreement Amendment 2
- A25-2410-6 HMH, LLC Professional Services Agreement Amendment 1
- A25-2410-6 HMH, LLC Professional Services Agreement

No: 26-  
Date: May 20, 2026

RESOLUTION  
OF THE CITY COUNCIL  
CITY OF SANDPOINT

**TITLE: APPROVING THE SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH HMH LLC FOR INTERIM CITY ENGINEERING SERVICES (CITY AGREEMENT #A25-2410-6)**

WHEREAS: On August 19, 2025, the City of Sandpoint entered into Professional Services Agreement No. A25-2410-6 with HMH LLC to provide Interim City Engineering Services;

WHEREAS: HMH LLC was selected in accordance with Idaho Code § 67-2320 through the City’s qualifications-based selection process for professional engineering services;

WHEREAS: HMH LLC provides engineering review and support services related to private development applications, public infrastructure improvements, capital projects, and general City engineering needs;

WHEREAS: HMH LLC also provides support to Public Works operations through utility coordination, infrastructure review, construction support, and engineering consultation;

WHEREAS: Ongoing development activity and capital project demands require continued engineering support services;

WHEREAS: City staff recommends extending the agreement term through December 31, 2026, and increasing the contract authorization by \$101,000, increasing the total not-to-exceed amount from \$49,000 to \$150,000;

WHEREAS: The amendment does not modify the general scope of services, and all other terms and conditions of the original agreement remain unchanged; and

WHEREAS: The City Council finds that approval of the Second Amendment is in the best interest of the City and necessary to support continued engineering review and infrastructure services.

NOW, THEREFORE, BE IT RESOLVED THAT: The Second Amendment to Professional Services Agreement No. A25-2410-6 with HMH LLC, extending the agreement term through December 31, 2026, and increasing the not-to-exceed amount to \$150,000, 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

**SECOND AMENDMENT TO AGREEMENT A25-2410-6 BETWEEN  
THE CITY OF SANDPOINT AND HMH LLC**

This Second Amendment to Agreement No. A25-2410-6, effective August 16, 2025 between the City of Sandpoint and HMH LLC is made and entered into this 20<sup>th</sup> day of May, 2026 by and between the City of Sandpoint (hereinafter called "CITY") and HMH LLC (hereinafter called "ENGINEER").

WHEREAS, the CITY agrees to retain and does hereby retain ENGINEER and ENGINEER agrees to provide the services more fully described in Exhibit A, Scope of Services, attached to the original agreement, in conjunction with the CITY's Engineering services; and

WHEREAS, "ENGINEER" represents that "ENGINEER" has the expertise and is qualified to perform the services described in the Agreement, and if required, is duly registered under the laws of the State of Idaho.

NOW THEREFORE, the parties agree as follows:

1. Section 2 – TERM, shall be amended to extend the term of the Agreement to **December 31, 2026**.
2. Section 3 – COMPENSATION/PAYMENT, shall be amended to increase the total sum not to exceed amount of Forty-Nine Thousand Dollars (\$49,000) to a revised total sum not to exceed amount of **One Hundred Fifty Thousand Dollars (\$150,000)**, reflecting a \$101,000 increase, and payable in accordance with the terms set forth in the contracted Exhibit B, Fee Schedule.
3. All other terms and conditions remain in full force and effect.

In Witness Whereof, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SANDPOINT  
1123 Lake Street  
Sandpoint, Idaho 83864

HMH LLC  
476864 US-95 Suite C  
Ponderay, ID 83852

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

Date

Shawn Metts 05/13/2026  
Shawn Metts (May 13, 2026 10:50:57 PDT)

\_\_\_\_\_  
Shawn Metts  
Managing Member

Date







# A25-2410-6 HMH LLC - ENGINEERING SERVICES AGREEMENT - AMENDMENT 2

Final Audit Report

2026-05-13

Created:	2026-05-13
By:	Heather Faircloth (hfaircloth@sandpointidaho.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0_R4yL1L28GbrqexZJN3EV2EFzmEBYTO

## "A25-2410-6 HMH LLC - ENGINEERING SERVICES AGREEMENT - AMENDMENT 2" History

-  Document created by Heather Faircloth (hfaircloth@sandpointidaho.gov)  
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-  Document emailed to dtadic@hmh-llc.com for signature  
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-  Signer dtadic@hmh-llc.com entered name at signing as Shawn Metts  
2026-05-13 - 5:50:55 PM GMT
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-  Agreement completed.  
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Agreement No. A25-2410-6  
First Amendment

**FIRST AMENDMENT TO AGREEMENT A25-2410-6 BETWEEN  
THE CITY OF SANDPOINT AND HMH LLC**

This First Amendment to Agreement No. A25-2410-6, effective August 16, 2025 between the City of Sandpoint and HMH LLC is made and entered into this 30<sup>th</sup> day of November, 2025 by and between the City of Sandpoint (hereinafter called "CITY") and HMH LLC (hereinafter called "ENGINEER").

WHEREAS, the CITY agrees to retain and does hereby retain ENGINEER and ENGINEER agrees to provide the services more fully described in Exhibit A, Scope of Services, attached to the original agreement, in conjunction with the CITY's Engineering services; and

WHEREAS, "ENGINEER" represents that "ENGINEER" has the expertise and is qualified to perform the services described in the Agreement, and if required, is duly registered under the laws of the State of Idaho.


NOW THEREFORE, the parties agree as follows:


1. Section 2 – TERM, shall be amended to extend the term of the Agreement to December 31, 2025.
2. All other terms and conditions remain in full force and effect.

In Witness Whereof, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SANDPOINT  
1123 Lake Street  
Sandpoint, Idaho 83864

HMH LLC

  
Holly Ellis (Dec 19, 2025 08:42:38 PST)  
 \_\_\_\_\_  
 Holly Ellis  
 Public Works Director  
 Date 12/19/2025

  
Shawn Metts (Dec 8, 2025 12:54:58 PST)  
 \_\_\_\_\_  
 Shawn Metts  
 Date 12/8/2025

**PROFESSIONAL ENGINEER SERVICES AGREEMENT FOR  
ENGINEERING SERVICES BETWEEN  
CITY OF SANDPOINT AND HMH LLC**

THIS PROFESSIONAL ENGINEER SERVICES AGREEMENT ("Agreement") is made and entered into this 16<sup>TH</sup> day of August, 2025 ("Effective Date"), by and between the City of Sandpoint (CITY), a public body corporate and politic and HMH LLC (ENGINEER), a State of Idaho Corporation.

- 1. **Scope of Services.** CITY agrees to retain and does hereby retain ENGINEER and ENGINEER agrees to provide the services more fully described in Exhibit A, Scope of Services, attached hereto and incorporated herein by reference, in conjunction with the CITY's Engineering services.
- 2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until November 30, 2025, unless otherwise terminated pursuant to the provisions herein.
- 3. **Compensation/Payment.** ENGINEER shall perform the Services under this Agreement for the total sum not to exceed Forty-Nine Thousand Dollars (\$49,000) payable in accordance with the terms set forth in Exhibit B, Fee Schedule. Payment shall be made Net 30 days upon receipt and approval of an itemized invoice setting forth the services performed, including dates of service. Invoices to be submitted by the 15<sup>th</sup> of each month for prior months' services rendered and include dates and summary of hours services performed, and tasks performed.
- 4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

CITY OF SANDPOINT

HMH LLC

Attn: City Clerk  
1123 Lake Street  
Sandpoint, ID 83864

Attn: Dan Tadic  
476864 Highway 95, Suite 3  
Ponderay, ID 83852

- 5. **Contract Administration.** An authorized CITY representative/designee will be appointed to administer this Agreement on behalf of CITY and shall be referred to herein as Contract Administrator.
- 6. **Standard of Performance.** While performing Services under this Agreement, ENGINEER shall exercise the reasonable professional care and skill customarily exercised by reputable members of ENGINEER'S profession and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.
- 7. **Personnel.** ENGINEER shall furnish all personnel necessary to perform the Services under this Agreement and shall be responsible for their performance and compensation. ENGINEER recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely

completion of the Services. The key personnel, identified in Exhibit A, Scope of Services and Fee Schedule, shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to CITY approval.

8. **Assignment and Subcontracting.** ENGINEER shall not assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the CITY. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of ENGINEER under this Agreement, in a writing satisfactory to the CITY. ENGINEER acknowledges that any assignment may, at the CITY'S sole discretion, require CITY approval, up to and including City Council approval. ENGINEER shall not subcontract any portion of the work required by this Agreement without prior CITY approval. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The ENGINEER acknowledges and agrees that the CITY is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the CITY.
9. **Independent Contractor.** In the performance of this Agreement, ENGINEER, and ENGINEER'S employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the CITY. ENGINEER acknowledges and agrees that the CITY has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to ENGINEER, or to ENGINEER'S employees, subcontractors and agents. ENGINEER, as an independent contractor, shall be responsible for any and all taxes that apply to ENGINEER as an employer.
10. **Indemnification.** CONTRACTOR shall indemnify and hold the CITY, its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred or that arise as a result of and which are caused by CONTRACTOR'S negligent acts, errors, omissions or fault in the performance of its duties under this Contract. This indemnification and defense obligation 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. **Insurance.**
  - 11.1 At all times material hereto, ENGINEER shall keep and maintain a policy or policies of insurance covering losses resulting from general liability, personal injury and property loss, in the amounts of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, for any losses sustained as a result of performance of its duties and responsibilities under this Agreement, naming the CITY as an additional insured on each such policy or policies. ENGINEER shall provide the CITY with proof of such insurance prior to commencement of any Work. ENGINEER shall also keep and maintain an automobile insurance policy or policies for each of its employees, in the same amounts stated above, insuring against losses related to operation of its vehicles in performance of its duties under this Agreement. All employees of ENGINEER are deemed its employees only, and ENGINEER shall be responsible for carrying

proper Workers' Compensation coverage on any such employees. Proof of automobile insurance coverage and Workers' Compensation coverage shall also be provided to the CITY prior to commencement of any Work.

- 11.2 ENGINEER shall keep and maintain a policy or policies of insurance covering losses resulting from Professional Liability, Errors and Omissions in the amounts of \$1,000,000 per claim and aggregate for any losses sustained as a result of performance of its duties and responsibilities under this Agreement.
- 11.3 **Subcontractors' Insurance.** ENGINEER shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, ENGINEER shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.
12. **Licenses.** The ENGINEER agrees to possess a CITY Business License as required by Title 3 of City Code, prior to commencement of any services under the term of this Agreement and maintain such license throughout the term of the Agreement. The ENGINEER further agrees to keep and maintain any and all required local, state, and federal licenses and/or certifications to perform work and provide services as described within this Agreement. If requested, the ENGINEER shall provide written proof of such licenses and/or certifications to the CITY for all times when it is performing services under this Agreement.
13. **CITY'S Right to Employ Other ENGINEERS.** City reserves the right to employ other ENGINEER'S in connection with this Project. If the City is required to employ another ENGINEER to complete ENGINEER'S work as a result of the failure of the ENGINEER to perform, or due to the breach of any provisions of this Agreement, the CITY reserves the right to seek reimbursement from ENGINEER.
14. **Records.** ENGINEER shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. CITY has the right to review, copy, make transcripts, audit, and/or inspect all documents upon request during ENGINEER normal business hours. ENGINEER shall allow inspections of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.
15. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials whether created by or provided to ENGINEER in connection with the performance of this Agreement shall be held confidential by ENGINEER, except as otherwise directed by CITY. Nothing furnished to ENGINEER which is otherwise known to the ENGINEER or is generally known, or has become known, to the related industry shall be deemed confidential. ENGINEER shall not use CITY'S name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any written or electronic form, including but not limited to magazines, newspapers, radio or television, websites, or social media without the express written consent of the CITY.
16. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under

this Agreement by ENGINEER shall be and remain the property of CITY. ENGINEER shall not release to others information furnished by CITY without prior express written approval of CITY.

17. **Conflict of Interest.** ENGINEER, for itself and on behalf its employees, represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. ENGINEER further warrants that neither ENGINEER, nor its employees have any real property, business interests, or income interests that will be affected by this project or, alternatively, that ENGINEER will file with the CITY an affidavit disclosing any such interest.
18. **Solicitation.** ENGINEER warrants that ENGINEER has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, CITY shall have the right to terminate this Agreement without liability and pay ENGINEER only for the value of work ENGINEER has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from ENGINEER the full amount of such commission, percentage, brokerage, or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.
19. **Compliance with Laws.** The CONTRACTOR shall comply with all federal, state, and local laws governing performance of its obligations under this Agreement. The jurisdiction/venue for any action arising out of performance of this Agreement, or interpretation of its terms and conditions, shall be in the District Court in the First Judicial District of the State of Idaho, Bonner County.
21. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.
22. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the ENGINEER and City.
23. **Termination.**

23.1 The CITY or ENGINEER may terminate this Agreement for its sole convenience with thirty (30) days' written notice. Upon termination, the ENGINEER, and any subcontractors, shall immediately cease any and all work and surrender to the CITY any and all finished or unfinished documents, processes, programs, and any other supplies or materials, which shall immediately become the property of the CITY. As compensation in full for services performed to the date of such termination, the ENGINEER shall receive an amount equal to the value of the work completed as of the termination date, in accordance with the Fee Schedule, Exhibit B, or as negotiated between the parties. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

23.2 Should the CITY determine that the ENGINEER has failed to supply an adequate work force, to provide services of satisfactory quality, or has failed in any other respect to perform the services or any of its obligations under this Agreement, then the CITY shall give

written notice to ENGINEER, specifying all such defaults, to be remedied within thirty (30) days from the date of such notice. If, after thirty (30) days, the ENGINEER has failed to implement appropriate corrective measures, the CITY may elect to terminate this Agreement.

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

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

24. **Offsets.** ENGINEER acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which ENGINEER owes or may owe to the CITY, CITY reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by CITY to ENGINEER. Notice of such withholding and offset, shall promptly be given to ENGINEER by CITY in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the CITY, CITY will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.
25. **Successors and Assigns.** This Agreement shall be binding upon CITY and its successors and assigns, and upon ENGINEER and its permitted successors and assigns, and shall not be assigned by ENGINEER, either in whole or in part, except as otherwise provided in this Agreement.
26. **Nondiscrimination.** The CITY, in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4), and associated regulations, as well as Sandpoint City Code, hereby notifies the ENGINEER and any subcontractor that it shall not discriminate against any applicant or employee on the grounds of race, color, national origin, or sex, sexual orientation, or gender identity/expression.

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

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

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

CITY OF SANDPOINT  
1123 Lake Street  
Sandpoint, Idaho 83864

HMH LLC

  
\_\_\_\_\_  
Jeremy Grimm (Aug 19, 2025 10:16:03 PDT) 08/19/2025  
Jeremy Grimm Date  
Mayor

  
\_\_\_\_\_  
Shawn Metts (Aug 19, 2025 10:05:46 PDT) 08/19/2025  
Dan Tadic, Project Manager Date

**EXHIBIT A**  
**SCOPE OF SERVICES AND FEE SCHEDULE**

**ENGINEERING SERVICES:**

Provide Interim City Engineer services for the City of Sandpoint for private development projects and related public infrastructure improvements. Services will be provided on an as-needed basis under the direction of the Public Works Director.

1. General Requirements:
  - a) Provide one designated POC with a backup to ensure continuity.
  - b) Minimum of 4 hours per week at City Hall (Wednesdays preferred) to align with Planning/Building meetings, legal team availability, and informal coordination needs.
  - c) All other work may be performed remotely. Participation in meetings may occur via phone or video conference unless in-person attendance is specifically requested by the City.
2. Services:
  - a) General Engineering Services – Estimated 40 hours per month:
    - (1) Attend bi-weekly Planning & Building meeting. Estimated 4 hours per month.
    - (2) Attend preapplication meetings. Estimated 8 hours per month.
    - (3) Prepare, review, and present memoranda and staff reports to Planning and Zoning Commission and City Council. Estimated 8 hours per month.
    - (4) Sign plats. Estimated 2 hours per month.
    - (5) Recommend, draft, and coordinate permit/application approval conditions and development agreements with Public Works and Community Development staff; Prepare and review Conditions of Approval and staff reports for accuracy, correct policy references, and clear explanations of infrastructure solutions and policy framework; Commission engineering studies as needed for traffic, sewer, water, and storm drainage in support of development project approvals. Estimated 8 hours per month.
    - (6) Serve as professional advisor to citizens, developers, and staff on code interpretations, concerns, and general questions relating to city engineering and land development. Estimated 10 hours per month.
  - b) Development Application Review – Estimated 8 hours per week:
    - (1) Review development applications including site plans, plats, subdivision plans, and will serve request.
    - (2) Evaluate proposed designs for roadways, sidewalks, curb ramps, drinking water infrastructure, sewer infrastructure, stormwater systems and management plans, grading, drainage, and erosion control.

- (3) Prepare written review comments with clear references to applicable standards and provide recommendations for approval, revision, or denial.
3. Public Infrastructure Permit and Approval – Estimated 8 hours per week:
- (a) Review and approve construction drawings for public infrastructure (road extensions, watermain extensions, sewer main extensions, stormwater systems) intended for acceptance by the City, including in the role of Qualified Licensed Professional Engineer.
  - (b) Support issuance of Public Infrastructure permits.
  - (c) Verify that developers have obtained required state and federal permits (e.g., DEQ, ITD, Army Corps of Engineers) prior to construction.
  - (d) Review and approve record drawings.
  - (e) Confirm completion of all required inspections, testing, and documentation per ISPWC prior to recommending City acceptance.
  - (f) Prepare written recommendations for acceptance of public improvements into City ownership and maintenance.

Services outlined above total approximately 104 hours per month – estimated 3 months' service.

4. Additional assistance for the following if remaining monthly allocated time permits:
- a) Recommend and develop updates to checklists, processes, City engineering standards, and codes based on lessons learned from development review or that would improve the efficiency, timeliness, and responsiveness of the City's engineering and plan review services.

All work may be performed remotely and participation in meetings may occur via telephone and/or Zoom meetings.

**ADDITIONAL SERVICES:**

Except as noted herein, work not described above shall be performed as additional services. Additional services may include but are not limited to: Providing any other services not specifically included within this Scope of Work.

**EXCLUSION:**

Engineering services are not included within this scope of work.

**FEE SCHEDULE**

Fees for services as outline in Exhibit A, Scope of Services, are as follows:

## 2025 MUNICIPAL RATE SCHEDULE

.Rates are calculated at a 2.8 loaded rate for all staff.

Design - Staff	Hourly Rate
Dan Tadic	\$176.40
Kayla Kassa	\$151.20
Justin Shaw	\$218.40
Brett Cummings	\$176.40
Dan Inloes	\$159.60

Total Agreement Price not to exceed \$49,000. City makes no guarantee entire Agreement price will be expended during the term of this Agreement.



## AGENDA REPORT

### City Council Meeting

**TODAY'S DATE:** February 23, 2026

**MEETING DATE:** March 4, 2026

**TO:** MAYOR AND CITY COUNCIL

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

**SUBJECT:** PS20-0003 / PFP25-0002: University Park Place Subdivision - Phase 4 - First Amendment to Development Agreement (Instr. No. 991044) and Phase 4 Final Plat

#### APPLICATION DESCRIPTION AND BACKGROUND:

The applicant, M&W Holdings, LLC, requests City Council approval of (1) a First Amendment to the Development Agreement recorded as Instrument No. 991044, and (2) the University Place Subdivision, Phase 4 Final Plat. The Final Plat cannot be found compliant unless the Development Agreement is first amended to align the recorded conditions with the current development status and the improvements constructed for Phase 4. This item was previously scheduled for Council consideration but was removed from the agenda to allow staff and the applicant to resolve Development Agreement compliance issues prior to returning to Council.

On November 4, 2020, City Council approved with conditions the preliminary plat for the University Place Subdivision (PS20-0003). On December 2, 2020, City Council approved a development agreement to formalize conditions of approval, including required infrastructure improvements. The development agreement originally applied jointly to two property owners; subsequent to approval, the agreement was separated as applicable to each owner and their successors. The development agreement applicable to the Phase 4 property was recorded on September 3, 2021 (Instrument No. 991044).

University Place Phase 4 is a 4-lot subdivision located on the east side of North Boyer Avenue, south of the recently platted University Place Phase 2A and north of and abutting the BNSF rail line. Phase 4 was originally within the broader University Place preliminary plat approval. Subsequent to preliminary plat approval, the Phase 4 area was rezoned from Residential Single-Family (RS) to Residential Multi-Family (RM) on November 2, 2022. The PUD and preliminary plat that were later approved for Phase 4 expired; the original preliminary plat remains valid, and the RM zoning does not expire. The Final Plat for Phase 4 has been reviewed by City staff and determined to be in substantial conformance with the approved preliminary plat.

Public infrastructure for Phase 4 was constructed under Infrastructure Permit P2021-0729, which authorizes roadway, curb, sidewalk, and related right-of-way improvements for Phase 4 and incorporates approved-for-construction plans by the Engineer of Record.

The Engineer of Record provided certification dated November 17, 2025 that water, sewer, roadway, curb, gutter, and sidewalk improvements were constructed in accordance with the approved plans.

The recorded Development Agreement included infrastructure and frontage improvement obligations that were premised, in part, on a proposed Planned Unit Development and higher-density development scenario that did not ultimately proceed. Additionally, after updated traffic analysis and a reduced improvement scope were accepted administratively, the Development Agreement was never amended by City Council to reflect that updated scope and timing. As a result, staff previously could not recommend Phase 4 Final Plat approval because the Final Plat must be consistent with the recorded Development Agreement conditions.

The proposed First Amendment aligns the original Development Agreement with the approved preliminary plat and the current development status for Phase 4. In summary, the amendment clarifies that CC&Rs and HOA formation are not required for Phase 4 because the approved plat does not include shared private facilities; confirms that the North Boyer Avenue frontage improvements completed to date satisfy obligations associated with the trip generation under the approved preliminary plat; removes PUD-based assumptions that are no longer applicable; and preserves the City’s authority to require additional mitigation if future development applications increase density or trip generation beyond what was contemplated under the approved preliminary plat. All other terms of the original Development Agreement remain in full force and effect.

Because the Final Plat must be consistent with the recorded Development Agreement, Council action is requested on the amendment first, followed by Final Plat approval contingent upon execution and recordation of the Development Agreement amendment.

**PROCEDURAL REQUIREMENTS AND STANDARDS FOR FINAL PLATS:**

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

Preliminary plats generally set forth the basic information (layout) to determine if the subdivision plan generally complies with the applicable requirements. Public comments and deliberation regarding a proposed project’s layout occurs during the preliminary plat process and during public hearings. Once a preliminary plat is approved, developers are permitted to apply for and obtain a Public Infrastructure Permit that details and implements the engineering plans and specifications related to the conceptual infrastructure shown on the Preliminary Plat. The Public Infrastructure Permit is the city’s administrative permit used to manage the review and approval of the improvement plans related to public infrastructure required by SCC 10-1, Subdivision and New development Standards and Regulations. Upon approval of the Public Infrastructure Permit, the developer may begin constructing required public infrastructure, including streets, utilities, and drainage improvements, consistent with the approved plans.

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

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

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

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

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

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

## **COMPLIANCE WITH CITY CODES AND DEVELOPMENT AGREEMENT REQUIREMENTS:**

### Preliminary Plat Compliance and Status of Development at University Place:

The Preliminary Plat was approved by City Council on November 4, 2020 (Application PS20-0003). The 75-acre, 152-lot development approved with the Preliminary Plat contemplated several phases of development: Phases 1, 2, 3, and 4. Lotting for individual home sites for Phases 1-3 were known at the time of Preliminary Plat approval. Phase 4 was shown as creating 4 lots, and the record (staff report page 2 from 11/4/2020 public hearing) characterizes a developer intention to pursue commercial development on one (Lot 1) of the four lots on Phase 4, while pursuing multifamily development in the future on the balance of Phase 4. At the time of Preliminary Plat approval, the record does not indicate specific, small-lot home sites for Phase 4.

Phase 1 has been developed, Phase 2 has proceeded in sub-phases 2a and 2b with a portion of Phase 2a developed. Phase 3 Final Plat was approved by City Council on December 3, 2025 and applications for building permits are pending for a portion of Phase 3. Subsequent to approval of the Preliminary Plat, the Phase 4 area was rezoned from Residential Single-Family (RS) to Residential Multi-Family (RM) on November 2, 2022 by City Council. At the same time, a Planned Unit Development (PUD)

permit and a Preliminary Plat were approved. Such involved small-lot development and multi-family development with public park amenities within the Phase 4 area. The PUD and Preliminary Plat specific to Phase 4 expired, leaving the original Preliminary Plat in place (has not expired) as well as the RM zoning, which does not expire. The final plat for Phase 4 has been reviewed by City staff and determined to be in substantial conformance with the approved Preliminary Plat approved by City Council on December 2, 2020.

Zoning Compliance:

The final plat has been reviewed by City staff and determined to be in substantial conformance with the RM zone district lot dimensional standards. Each of the four (4) lots being created exceeds the Residential Multi-Family (RM) Zone district minimum lot size of 5,000 square feet and 50 feet of frontage on a public street.

<b>University Place Phase 4 Final Plat</b>		
<b>Block/Lot Number</b>	<b>Lot Size</b>	<b>Lot Frontage</b>
Block 1/Lot 1	6.38 acres	765 ft
Block 2/Lot 1	1.01 acres	240 ft
Block 2/Lot 2	4.26 acres	307 ft
Block 2/Lot 3	1.26 acres	396 ft

All lots front either on North Boyer Avenue or the newly installed streets E. Ebbett Way and Herring Avenue. While development on any of these sites may occur on the lot sizes being created with this final plat, provided such development meets the land use and development standards of the RM zone district and other city regulations related to land development, such as provision of utilities and compliance with storm-drainage requirements, the property owner has indicated to staff that further subdivision of these lots may occur. Further subdivision, however, is not required (e.g multi-family development on one or more lots configured as rental/apartment units).

Compliance with The Preliminary Plat (PS20-0003) Conditions of Approval:

The conditions of approval placed on the Preliminary Plat were approved by City Council as contained within the development agreement; they are listed within the development agreement under section 12 and referred to as the "Required Infrastructure Improvements". Following is a summary of each condition of approval from the DA (Instrument # 991044) and a compliance statement.

12 a) Detailed analysis to occur throughout the subdivision process, which may result in revisions necessary at the time of construction improvement (infrastructure) plans.

Compliance: Completed during Public Infrastructure Permit review; plans prepared and stamped by licensed engineers Sott Brown and Ryan Luttmann; infrastructure constructed under and P2021-0729.

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

Compliance: This is a requirement (unmet) for Phase 2 because the land involved with this pathway is on Phase 2, not in Phase 4.

12 c) An updated trip generation letter is required for any future rezone, and any mitigation beyond that stated in the DA may be required, including northbound right onto N. Boyer from the project entrance and/or from E. Ebbett Way.

Compliance: Rezoning took place in 2022; no further mitigation is necessary in order to approve this Final Plat.

12 d) Developer shall make improvements to N. Boyer as follows:

- 1) Eastern portion of N Boyer right of way along frontage to be improved under a City-issued permit prior to certificates of Occupancy for Phase 2, but no later than 12/21/25 (part of Phase 2).

Compliance: In 2022, the developer provided updated traffic analysis supporting a reduced improvement scope, which was accepted administratively. The proposed First Amendment formally aligns the Development Agreement with this revised scope by stating that the requirement to reconstruct the eastern portion of the North Boyer Avenue right-of-way is now satisfied for the trip generation associated with the approved preliminary plat. The City accepts the improvements completed to date as sufficient for Phase 4 approval.

- 2) Frontage Improvements to include a 6-foot tall non-vinyl fence along N. Boyer block 8, lots 1-3 (part of Phase 2).

Compliance: No Final Plat has been submitted for block 8, lots 1-3, nor have building permits been sought for these lots. The proposed First Amendment clarifies that this requirement is not applicable to Phase 4.

- 3) The City is responsible for the snow removal on the shared pathways.

Compliance: This is an ongoing operational commitment by the City.

12 e) All lots subject to all current requirements in place at time of permit application.

Compliance: Ongoing compliance, City ensures necessary permits are required and fees paid in accordance with City regulations.

12 f) Developer shall maintain compliance with United States Environmental Protection Agency's Construction General Permit (CGP) throughout development.

Compliance: Compliance verified under permit no.P2021-0729. Site is stabilized.

12 g) Developer and/or owner shall pay development impact fees in place at time of permit issuance, prior to issuance of building permits.

Compliance: Ongoing compliance, City ensures necessary permits are required and fees paid in accordance with City regulations, including recently updated development impact fees.

12 h) In event developer does not move forward with a Final Plat, developer shall provide the City with a 30-foot wide utility easement in order to maintain any functionally complete and accepted Required Public Infrastructure.

Compliance: Developer applied for and obtained a Final Plat for Phase 1 and a portion of Phase 2.

12 i) Developer shall not be responsible for additional off-site improvements beyond the terms of this development agreement unless the actual or estimated average daily trips (ADT) (weekday or weekend) exceeds the number of trips included in the developer's final Trip Generation and Distribution letter; future land use actions may require submission of a current TGDL.

Compliance: No exceedance has been identified.

12 j) Developer shall maintain all stormwater conveyance and treatment systems, in accordance with the Stormwater Permit issued by the City, in perpetuity, and shall transfer such maintenance to future, individual property owners and/or another entity by executing subdivision CCRs.

Compliance: Phase 4 has no shared stormwater facilities. The proposed First Amendment clarifies that because the approved plat lacks shared conveyance systems, the requirement to execute CCRs is not applicable to Phase 4. Future development must meet Title 11, Chapter 3

12 k) Developer shall confirm capacity to City of existing sewer lift station and upgrades as specified below:

- 1) Upsizing not anticipated to be necessary, but developer shall be responsible in event upsizing is deemed necessary, as determined by the City Engineer.

Compliance: City Engineer has determined compliance to date.

12 l) Developer shall demonstrate compliance with wetland requirements.

Compliance: Wetland delineated on Preliminary Plat adjacent to Phase 1-3. Wetlands study dated April, 2020 does not indicate a wetland on Phase 4, demonstrating compliance.

12 m) Developer shall apply for and obtain street names from Bonner County.

Compliance: Developer has obtained street names from Bonner County for Phase 4.

12 n) Prior to any Final Plat, developer shall demonstrate the creation of a Homeowner's Association (HOA) to ensure long-term maintenance of private park, path, structure, and storm drain facilities. Such demonstration shall include Articles of Incorporation, By-laws, and CCRs for the HOA.

Compliance: The proposed First Amendment establishes that this section is not applicable to Phase 4. The developer is not required to demonstrate the creation of an HOA for approval of the current plat. Final plat will be updated with a note as such.

As demonstrated above, The required Public Infrastructure Improvements for Phase 4 have been substantially completed, as of November 17, 2025 (Attachment 2 – Certification Letter).

The name of the preliminary plat and development agreement were approved as "University Park Subdivision." Bonner County determined that this name is not available and therefore, the final plat (Attachment 3) has been renamed "University Place Subdivision, Phase 4." Bonner County Surveyor review comments have been incorporated into the final plat.

The substantial completion and acceptance of the Required Infrastructure Improvements enables final plat approval.

Upon approval of the final plat by City Council and prior to recording of the final plat, the following shall be completed:

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

#### **STAFF RECOMMENDATION:**

Approve the First Amendment to the Development Agreement (Instrument No. 991044) as presented; and approve the University Place Subdivision, Phase 4 Final Plat, contingent upon execution and recordation of the Development Agreement amendment and completion of standard plat recordation requirements described above.

#### **ACTION:**

Per City Code, Title 10, Chapter 1-8(E), "The council may hold a public hearing on a final plat if requested by the planning director, mayor or city council. The city council shall approve, approve with conditions, refer the matter back to the planning commission, or deny the final plat. A written reasoned decision shall be prepared reflecting the city council's decision."

The City Council hereby finds that the First Amendment to the Development Agreement (Instrument No. 991044) is consistent with the approved Preliminary Plat, applicable provisions of Sandpoint City Code, and the public interest, and therefore approves the Amendment.

The City Council further finds that, upon approval of the Development Agreement Amendment, the University Place Subdivision, Phase 4 Final Plat conforms with all applicable standards of the Sandpoint City Code and the terms and conditions of the approved Preliminary Plat and the Development Agreement noted above and attached and is therefore approved without further comment or conditions. The Final Plat is therefore approved, contingent upon execution and recordation of the First Amendment to the Development Agreement and completion of all standard plat recording requirements.

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

**ATTACHMENTS:**

- 1. Proposed First Amendment to Development Agreement (Instrument No. 991044)
- 2. Development Agreement (Instrument No. 991044)
- 3. Request for Revision Letter - Development Agreement (Instrument No. 991044)
- 4. Public Infrastructure Permit P2021-0709
- 5. Engineer of Record's Certification Letter
- 6. University Place, Phase 4 Final Plat

RESOLUTION  
OF THE CITY COUNCIL  
CITY OF SANDPOINT

**TITLE: UNIVERSITY PLACE SUBDIVISION PHASE 4 FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (INSTR. NO. 991044) AND PHASE 4 FINAL PLAT**

- WHEREAS: On November 4, 2020, City Council approved with conditions the preliminary plat for the University Place Subdivision (PS20-0003), and on December 2, 2020, City Council approved a development agreement to formalize conditions of approval, including required infrastructure improvements;
- WHEREAS: The development agreement originally applied jointly to two property owners; subsequent to approval, the agreement was separated as applicable to each owner and their successors and the development agreement applicable to the Phase 4 property was recorded on September 3, 2021 (Instrument No. 991044);
- WHEREAS: University Place Phase 4 is a 4-lot subdivision located on the east side of North Boyer Avenue, south of the recently platted University Place Phase 2A and north of and abutting the BNSF rail line where Phase 4 was originally within the broader University Place preliminary plat approval;
- WHEREAS: Subsequent to preliminary plat approval, the Phase 4 area was rezoned from Residential Single-Family (RS) to Residential Multi-Family (RM) on November 2, 2022;
- WHEREAS: The PUD and preliminary plat that were later approved for Phase 4 expired, with the original preliminary plat and RM zoning remaining valid;
- WHEREAS: The Final Plat for Phase 4 has been reviewed by City staff and determined to be in substantial conformance with the approved preliminary plat;
- WHEREAS: Public infrastructure for Phase 4 was constructed under Infrastructure Permit P2021-0729, which authorizes roadway, curb, sidewalk, and related right-of-way improvements for Phase 4 and incorporates approved-for-construction plans by the Engineer of Record, with the Engineer providing certification dated November 17, 2025;
- WHEREAS: The recorded Development Agreement included infrastructure and frontage improvement obligations that were premised, in part, on a proposed Planned Unit Development and higher-density development scenario that did not ultimately proceed;
- WHEREAS: After updated traffic analysis and a reduced improvement scope were accepted administratively, the Development Agreement was never amended by City Council to reflect that updated scope and timing, resulting in staff unable to recommend Phase 4 Final Plat approval due to the fact

that the Final Plat must be consistent with the recorded Development Agreement conditions;


WHEREAS: At this time, First Amendment aligns the original Development Agreement with the approved preliminary plat and the current development status for Phase 4, with the amendment clarifying that CC&Rs and HOA formation are not required for Phase 4 because the approved plat does not include shared private facilities, confirming that the North Boyer Avenue frontage improvements completed to date satisfy obligations associated with the trip generation under the approved preliminary plat, removing PUD-based assumptions that are no longer applicable, and preserving the City's authority to require additional mitigation if future development applications increase density or trip generation beyond what was contemplated under the approved preliminary plat;

WHEREAS: All other terms of the original Development Agreement remain in full force and effect; and

WHEREAS: Because the Final Plat must be consistent with the recorded Development Agreement, Council action is requested on the amendment first, followed by Final Plat approval, contingent upon execution and recordation of the Development Agreement amendment.

NOW, THEREFORE, BE IT RESOLVED THAT: The City Council hereby finds that the First Amendment to the Development Agreement (Instrument No. 991044), a copy of which is attached hereto and made a part hereof as if fully incorporated herein, is consistent with the approved Preliminary Plat, applicable provisions of Sandpoint City Code, and the public interest, and is therefore approved.

BE IT FURTHER RESOLVED THAT: The City Council finds that, with approval of the aforementioned Development Agreement Amendment, the University Place Subdivision Phase 4 Final Plat conforms with all applicable standards of Sandpoint City Code, the terms and conditions of the approved Preliminary Plat, and the Development Agreement noted above and attached and is therefore approved without further comment or conditions, contingent upon execution and recordation of the First Amendment to the Development Agreement and completion of all standard plat recording requirements.

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

ATTEST:

  
\_\_\_\_\_  
Hayley Keys, Deputy City Clerk

**DOCUMENTS AND EASEMENTS OF RECORD**

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

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

**BASIS OF BEARING**

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED BY GPS CONTROL COORDINATES DERIVED FROM NGS OPUS SOLUTIONS USING A REFERENCE FRAME OF NAD83 (2011)(EPOCH: 2010.000). ALL BEARINGS REFER TO THE IDAHO COORDINATE SYSTEM OF 1983, WEST ZONE, (1103) - US SURVEY FT. REFER TO THE DRAWING FOR SPECIFIC LINE AND MONUMENTS USED.

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

**RECORD REFERENCES**

- (R1) RECORD OF SURVEY, PLS 882, INST. NO. 215514, 6/18/1979
- (R2) RECORD OF SURVEY, PLS 882, INST. NO. 454845, 10/28/1994
- (R3) SAND CREEK PLACE, BK. 4, PG. 95, INST. NO. 378125, 7/23/1990
- (R4) REPLAT OF LOT 4 SAND CREEK PLACE, BK. 4, PG. 182, INST. NO. 433572, 10/12/1993
- (R5) RECORD OF SURVEY, PLS 5576, INST. NO. 513676, 11/6/1997
- (R6) RECORD OF SURVEY, PLS 5087, INST. NO. 554275, 10/26/1999
- (R7) PIETSCH SUBDIVISION, BK. 6, PG. 93, INST. NO. 565869, 6/27/2000
- (R8) RECORD OF SURVEY, PLS 10677, INST. NO. 808432, 4/14/2011
- (R9) RECORD OF SURVEY, PLS 14879, INST. NO. 916022, 12/21/2017
- (R10) UNIVERSITY PLACE, BK. 17, PG. 53, INST. NO. 992172, AND UNIVERSITY PLACE PHASE 2A, BK. 17, PG. 54, INST. NO. 992256, 9/23/2021

# UNIVERSITY PLACE PHASE 4

A PORTION OF LOT 2, BLOCK 1, UNIVERSITY PLACE,  
IN THE E 1/2 OF SECTION 15, TOWNSHIP 57 NORTH,  
RANGE 2 WEST, BOISE MERIDIAN, CITY OF SANDPOINT,  
BONNER COUNTY, IDAHO

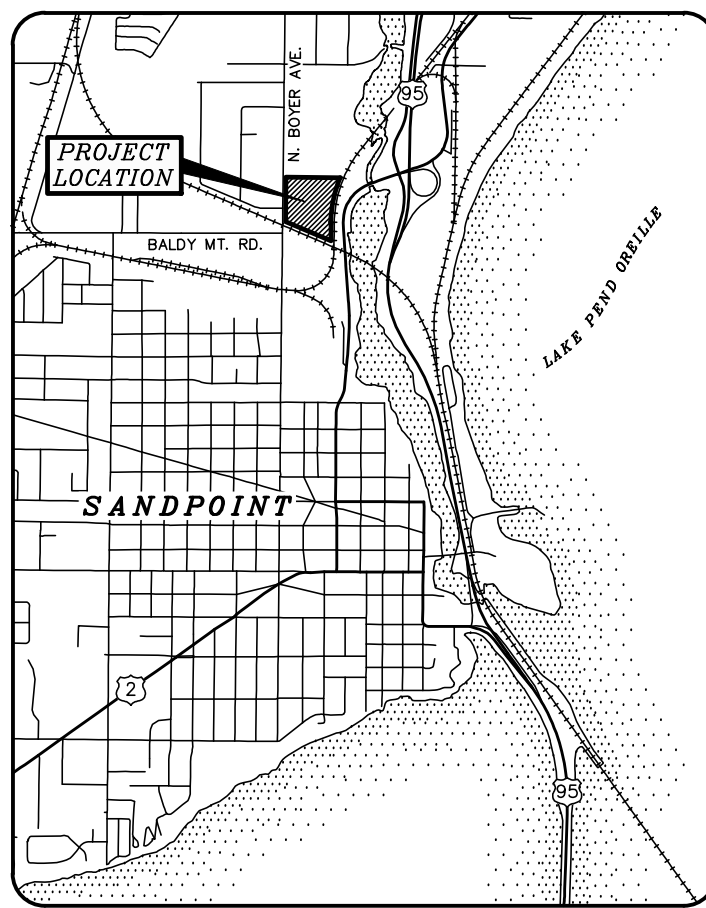


NOT TO SCALE

**GENERAL NOTES / SURVEYOR'S NARRATIVE**

- A) THE PURPOSE OF THIS SURVEY WAS TO SUBDIVIDE A PORTION OF LOT 2, BLOCK 1, UNIVERSITY PLACE, INTO 4 LOTS, AS SHOWN.
- B) SOLID WASTE SHALL BE THE RESPONSIBILITY OF THE LOT OWNERS.
- C) WETLANDS ARE NOT PRESENT ON THE SUBJECT PROPERTY PER THE U.S. FISH & WILDLIFE WETLAND INVENTORY MAP AND WETLAND STUDY BY TOM DUEBENDORFER, APRIL, 2020.
- D) THE LOTS ARE CATEGORIZED AS ZONE 'X' PER FEMA PANEL 16017C0716E, EFFECTIVE 11/18/2009.
- E) THE 10' & 8' WIDE UTILITIES EASEMENTS AS SHOWN (SEE SHEET 2) ARE HEREBY GRANTED TO ALL UTILITY PROVIDERS OF THIS PLAT.
- F) ALL LAND WITHIN THE BOUNDARY OF THIS SHORT PLAT IS SUBJECT TO THE FINDINGS AND CONDITIONS OF APPROVAL OF PS20-0003 (UNIVERSITY PARK SUBDIVISION) AND ALL PROVISIONS AND REQUIREMENTS OF THE DEVELOPMENT AGREEMENTS BETWEEN THE CITY OF SANDPOINT AND M&W HOLDINGS, LLC, DATED 9/3/2021 AND RECORDED AS INSTRUMENT NO. 991044. ANY FUTURE SUBDIVISION OR REPLAT OF ALL LAND WITHIN THE BOUNDARY OF THIS SHORT PLAT WILL ALSO BE SUBJECT TO THE PROVISIONS AND REQUIREMENTS OF THE AFOREMENTIONED DOCUMENTS.
- G) DIRECT LOT ACCESS TO N. BOYER AVE. IS PROHIBITED.
- H) THIS PLAT IS SUBJECT TO THE CC&R'S AS RECORDED IN INST. NO. \_\_\_\_\_

**VICINITY MAP**



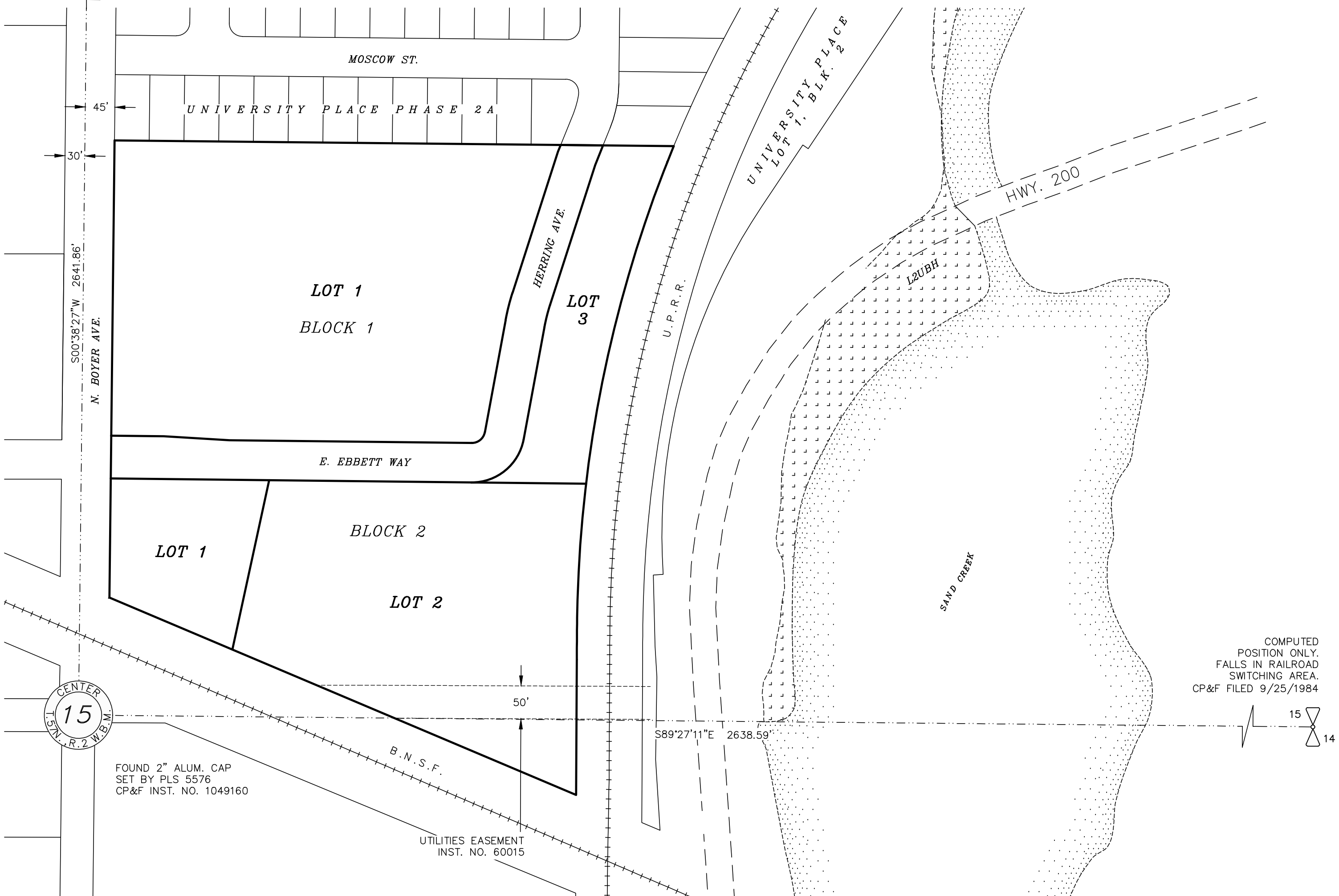
**LEGEND**

SECTIONAL CORNER, AS NOTED.

**SURVEYOR'S NARRATIVE**

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE A PORTION OF LOT 2 OF BLOCK 1, UNIVERSITY PLACE, INTO LOTS AND STREETS AS SHOWN HEREON.

10  
15  
FOUND REFERENCE MARKS  
SET BY PLS 6107  
CP&F INST. NO. 807628



COMPUTED POSITION ONLY. FALLS IN RAILROAD SWITCHING AREA. CP&F FILED 9/25/1984



FOUND 2" ALUM. CAP  
SET BY PLS 5576  
CP&F INST. NO. 1049160

UTILITIES EASEMENT  
INST. NO. 60015

PLACE RECORDING LABEL HERE



1/4	SECTION	TOWNSHIP	RANGE	MONTANA	IDAHO	UNIVERSITY PLACE PHASE 4	
	15	57 N	2 W			GLAHE & ASSOCIATES PROFESSIONAL LAND SURVEYORS 303 Church Street Sandpoint, Idaho 83864 208-265-4474	Scale: N/A Checked By: SLT Plot Date: 10/7/2025 Drawn By: SWO Sheet: 1 of 1
PROJECT # 22-02B MULGREW DRAWING NAME: 22-02B MULGREW PHASE 4							

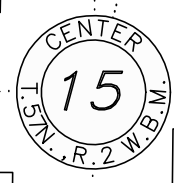
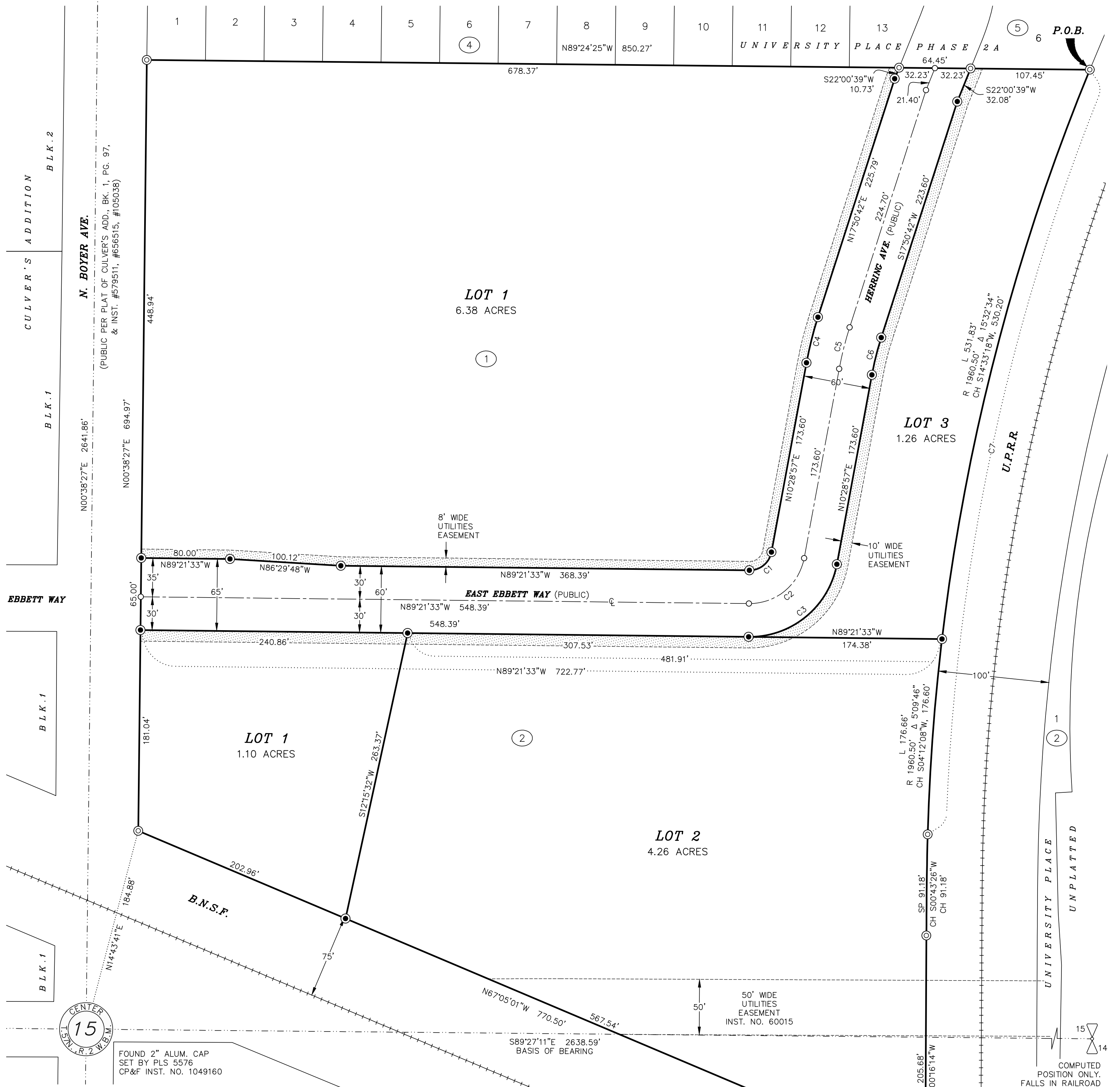
CURVE	ARC	RADIUS	DELTA	CHORD	CHORD BEARING
C1	27.98'	20.00'	80°09'30"	25.75'	N50°33'42"E
C2	69.95'	50.00'	80°09'30"	64.38'	N50°33'42"E
C3	111.92'	80.00'	80°09'30"	103.02'	S50°33'42"W
C4	42.41'	330.00'	7°21'45"	42.38'	N14°09'50"E
C5	38.55'	300.00'	7°21'45"	38.52'	N14°09'50"E
C6	34.70'	270.00'	7°21'45"	34.67'	S14°09'50"W
C7	708.49'	1960.50'	20°42'20"	704.64'	S11°58'25"W



# UNIVERSITY PLACE PHASE 4

LYING IN A PORTION OF THE E 1/2 OF SECTION 15,  
TOWNSHIP 57 NORTH, RANGE 2 WEST,  
BOISE MERIDIAN, CITY OF SANDPOINT,  
BONNER COUNTY, IDAHO

10  
15  
NORTH 1/4 CORNER  
SECTION 15  
FOUND REFERENCE MARKS  
BY PLS 6107  
CP&F INST. NO. 807628



FOUND 2" ALLUM. CAP  
SET BY PLS 5576  
CP&F INST. NO. 1049160

15  
14  
COMPUTED  
POSITION ONLY.  
FALLS IN RAILROAD  
SWITCHING AREA.  
CP&F FILED  
9/25/1984

## UNIVERSITY PLACE PHASE 4

<b>GLAHE &amp; ASSOCIATES</b> PROFESSIONAL LAND SURVEYORS 303 Church Street Sandpoint, Idaho 83864 208-265-4474				Scale: <b>1"=60'</b> Checked By: <b>SLT</b> Plot Date: <b>10/7/2025</b>	Drawn By: <b>SWO</b> Sheet: <b>2 of 3</b>
1/4	SECTION	TOWNSHIP	RANGE	MONTANA IDAHO OREGON WASHINGTON	
	15	57 N	2 W		
PROJECT #: 22-02B MULGREW DRAWING NAME: 22-02B MULGREW PHASE 4					

- LEGEND**
- ⊙ / ● FOUND / SET 5/8" X 24" REBAR & CAP, PLS 6603
  - ① BLOCK NUMBER (TYPICAL)
  - ▨ 10' & 8' WIDE UTILITIES EASEMENT; SEE NOTE 'E', SHEET 1
  - COMPUTED POINT

PLACE RECORDING LABEL HERE



**DOCUMENTS AND EASEMENTS OF RECORD**

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

1. ANY CLAIM ARISING FROM THE DIFFERENCE IN THE MEAN HIGH WATER LINE OF SAND CREEK AND THE MEANDER LINE AS SHOWN BY THE ORIGINAL GOVERNMENT SURVEY.
2. RIGHT, TITLE AND INTEREST OF THE STATE OF IDAHO WITHIN THE NATURAL BED OF SAND CREEK BELOW THE ORDINARY HIGH WATER LINE, AND ALSO EXCEPTING ANY ARTIFICIAL ACCRETIONS WATERWARD OF SAID ORDINARY LOW WATER LINE.
3. EASEMENT FOR RIGHT OF WAY GRANTED TO BONNER COUNTY, INST. NO. 59086, BK. 42 OF DEEDS, PG. 617. NOT SHOWN HEREON.
4. A PERPETUAL RIGHT OF WAY AND EASEMENT TO OVERFLOW, FLOOD AND SUBMERGE A PORTION OF THE SUBJECT PROPERTY GRANTED TO THE U.S.A. BY JUDGMENT ON DECLARATION OF TAKING, BK.12 OF JUDGMENTS, PG. 96, 8/11/12952.
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10. A RIGHT OF WAY EASEMENT (BOYER AVE) GRANTED TO CITY OF SANDPOINT, INST. NO. 656515, 8/6/2004. AS SHOWN HEREON.

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- (R3) SAND CREEK PLACE, BK. 4, PG. 95, INST. NO. 378125, 7/23/1990
- (R4) REPLAT OF LOT 4 SAND CREEK PLACE, BK. 4, PG. 182, INST. NO. 433572, 10/12/1993
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- (R6) RECORD OF SURVEY, PLS 5087, INST. NO. 554275, 10/26/1999
- (R7) PIETSCH SUBDIVISION, BK. 6, PG. 93, INST. NO. 565869, 6/27/2000
- (R8) RECORD OF SURVEY, PLS 10677, INST. NO. 808432, 4/14/2011
- (R9) RECORD OF SURVEY, PLS 14879, INST. NO. 916022, 12/21/2017
- (R10) UNIVERSITY PLACE, BK. 17, PG. 53, INST. NO. 992172, AND UNIVERSITY PLACE PHASE 2A, BK. 17, PG. 54, INST. NO. 992256, 9/23/2021

# UNIVERSITY PLACE PHASE 4

A PORTION OF LOT 2, BLOCK 1, UNIVERSITY PLACE,  
IN THE E 1/2 OF SECTION 15, TOWNSHIP 57 NORTH,  
RANGE 2 WEST, BOISE MERIDIAN, CITY OF SANDPOINT,  
BONNER COUNTY, IDAHO

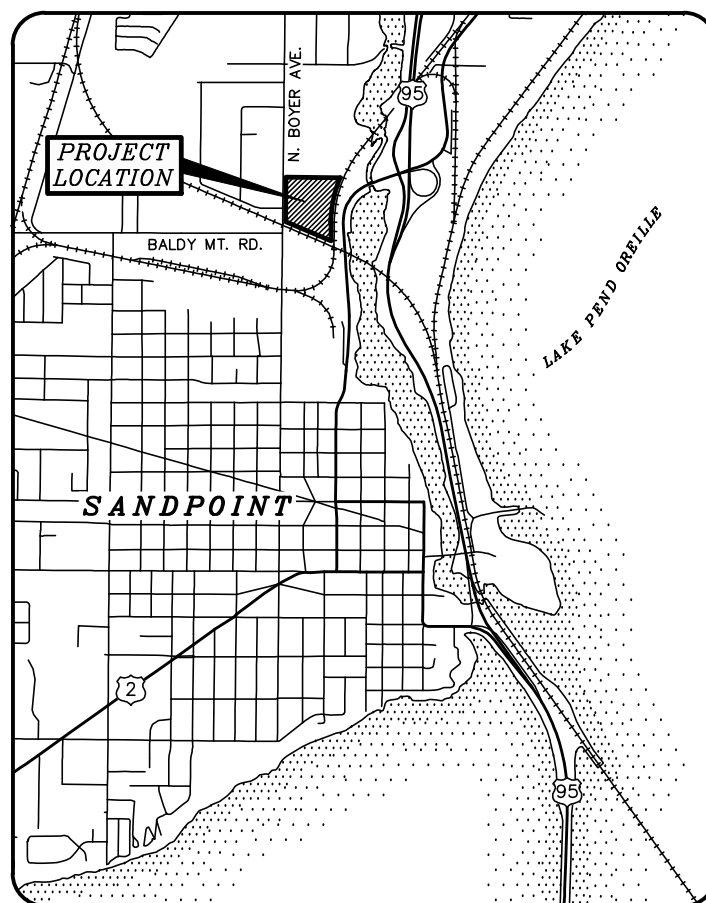


NOT TO SCALE

**GENERAL NOTES / SURVEYOR'S NARRATIVE**

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- D) THE LOTS ARE CATEGORIZED AS ZONE 'X' PER FEMA PANEL 16017C0716E, EFFECTIVE 11/18/2009.
- E) THE 10' & 8' WIDE UTILITIES EASEMENTS AS SHOWN (SEE SHEET 2) ARE HEREBY GRANTED TO ALL UTILITY PROVIDERS OF THIS PLAT.
- F) THE STORMWATER EASEMENTS AS SHOWN (SEE SHEET 2) ARE FOR THE BENEFIT OF THE CITY OF SANDPOINT.
- G) ALL LAND WITHIN THE BOUNDARY OF THIS PLAT IS SUBJECT TO THE FINDINGS AND CONDITIONS OF APPROVAL OF PS20-0003 (UNIVERSITY PARK SUBDIVISION) AND ALL PROVISIONS AND REQUIREMENTS OF THE DEVELOPMENT AGREEMENTS BETWEEN THE CITY OF SANDPOINT AND M&W HOLDINGS, LLC, DATED 9/3/2021 AND RECORDED AS INSTRUMENT NO. 991044. ANY FUTURE SUBDIVISION OR REPLAT OF ALL LAND WITHIN THE BOUNDARY OF THIS PLAT WILL ALSO BE SUBJECT TO THE PROVISIONS AND REQUIREMENTS OF THE AFOREMENTIONED DOCUMENTS.
- H) DIRECT LOT ACCESS TO N. BOYER AVE. IS PROHIBITED.

**VICINITY MAP**



**LEGEND**

SECTIONAL CORNER, AS NOTED.

**SURVEYOR'S NARRATIVE**

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE A PORTION OF LOT 2 OF BLOCK 1, UNIVERSITY PLACE, INTO LOTS AND STREETS AS SHOWN HEREON.

10  
15  
FOUND REFERENCE MARKS  
SET BY PLS 6107  
CP&F INST. NO. 807628



COMPUTED POSITION ONLY.  
FALLS IN RAILROAD SWITCHING AREA.  
CP&F FILED 9/25/1984



FOUND 2" ALUM. CAP  
SET BY PLS 5576  
CP&F INST. NO. 1049160

UTILITIES EASEMENT  
INST. NO. 60015

PLACE RECORDING LABEL HERE



1/4	SECTION	TOWNSHIP	RANGE	MONTANA	IDAHO
	15	57 N	2 W		
PROJECT # 22-02B MULGREW DRAWING NAME: 22-02B MULGREW PHASE 4					

**UNIVERSITY PLACE  
PHASE 4**

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

Scale: N/A  
Checked By: SLT  
Plot Date: 5/13/2026  
Drawn By: SWO  
Sheet: 1 of 1

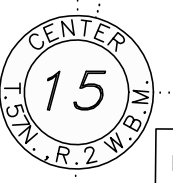
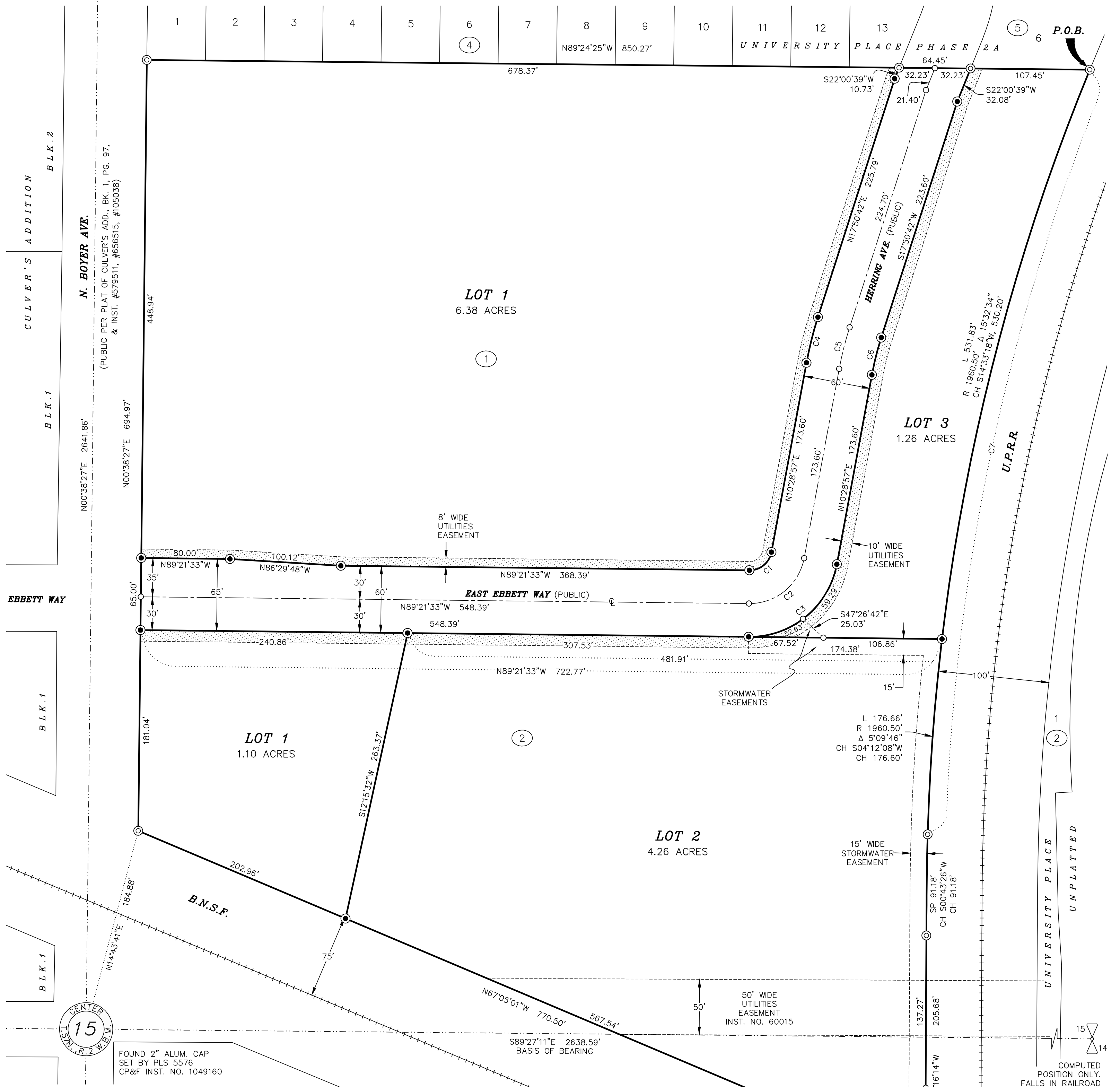
CURVE	ARC	RADIUS	DELTA	CHORD	CHORD BEARING
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C2	69.95'	50.00'	80°09'30"	64.38'	N50°33'42"E
C3	111.92'	80.00'	80°09'30"	103.02'	S50°33'42"W
C4	42.41'	330.00'	7°21'45"	42.38'	N14°09'50"E
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10  
15  
NORTH ¼ CORNER  
SECTION 15  
FOUND REFERENCE MARKS  
BY PLS 6107  
CP&F INST. NO. 807628

# UNIVERSITY PLACE PHASE 4

A PORTION OF LOT 2, BLOCK 1, UNIVERSITY PLACE,  
IN THE E ½ OF SECTION 15, TOWNSHIP 57 NORTH,  
RANGE 2 WEST, BOISE MERIDIAN, CITY OF SANDPOINT,  
BONNER COUNTY, IDAHO



FOUND 2" ALLUM. CAP  
SET BY PLS 5576  
CP&F INST. NO. 1049160

COMPUTED  
POSITION ONLY.  
FALLS IN RAILROAD  
SWITCHING AREA.  
CP&F FILED  
9/25/1984

## UNIVERSITY PLACE PHASE 4

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

Scale: **1"=60'**  
Checked By: **SLT** Drawn By: **SWO**  
Plot Date: **5/13/2026** Sheet: **2 of 3**

1/4	SECTION	TOWNSHIP	RANGE
	15	57 N	2 W
MONTANA IDAHO  OREGON WASHINGTON			
PROJECT #: 22-02B MULGREW DRAWING NAME: 22-02B MULGREW PHASE 4			

- LEGEND**
- ⊙ / ● FOUND / SET 5/8" X 24" REBAR & CAP, PLS 6603
  - ① BLOCK NUMBER (TYPICAL)
  - ▨ 10' & 8' WIDE UTILITIES EASEMENT; SEE NOTE 'E', SHEET 1
  - COMPUTED POINT



PLACE RECORDING LABEL HERE



# NOTICE OF PUBLIC HEARING

Notice is hereby given that Sandpoint will hold a public hearing on *Item # 14.* their meeting on May 13, 2026, scheduled to begin at 5:30 p.m. in Council chambers at City Hall, 1123 W. Lake St., Sandpoint, Idaho, to take public testimony as Council considers repealing and replacing Title 3, Chapter 12, Sandpoint City Code, pertaining to short-term rentals, pursuant to Idaho Code §67-6539, which requires a hearing at a public meeting.

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

Any written testimony to be considered at this meeting must be delivered to City Hall or by email to [cityclerk@sandpointidaho.gov](mailto:cityclerk@sandpointidaho.gov) before 5:00 p.m. on Wednesday, May 13, 2026.

To request special accommodation or participate in the above-noticed meeting, contact the City via the email address or phone number stated above no later than two (2) **117** days prior to the date of the hearing. Legal#7849 AD#48932  
April 28, & May 5, 12, 2026

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF SANDPOINT, IDAHO, REPEALING AND REPLACING TITLE 3, CHAPTER 12, SANDPOINT CITY CODE, PERTAINING TO SHORT-TERM RENTALS; PROVIDING FINDINGS; PROVIDING FOR A NEW CHAPTER 12 CONSISTENT WITH IDAHO CODE SECTION 67-6539, AS AMENDED; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Sandpoint is a municipal corporation organized and existing under the laws of the State of Idaho;

WHEREAS, the City has previously adopted regulations governing short-term rentals codified at Title 3, Chapter 12, Sandpoint City Code;

WHEREAS, during the 2026 legislative session, the Idaho Legislature adopted House Bill 583, now Session Law Chapter 22, amending Idaho Code section 67-6539 and related provisions concerning the regulation of short-term rentals;

WHEREAS, House Bill 583 was signed by the Governor on March 16, 2026, and becomes effective July 1, 2026;

WHEREAS, as amended, Idaho Code section 67-6539 provides that cities may not enact or enforce ordinances that have the express or practical effect of prohibiting short-term rentals, may not impose different restrictions or obligations on short-term rentals than are imposed on single-family dwellings or similar structures not used as short-term rentals except as expressly authorized by statute, and may not require a license, fee, permit, certification, or registration to operate a short-term rental;

WHEREAS, Idaho Code section 67-6539, as amended, authorizes cities to require only certain limited short-term-rental safety measures, including smoke alarms in sleeping areas, fire extinguishers and carbon monoxide detectors, removable escape ladders in sleeping areas above the ground floor, occupancy limits not exceeding non-transient residential limits in the Idaho-adopted building code, and an easily accessible informational handout for tenants;

WHEREAS, Idaho Code section 67-6539, as amended, further provides that short-term rentals and their owners and tenants remain subject to all generally applicable local ordinances and penalties that apply to other non-short-term-rental residential uses, including but not limited to noise, parking, nuisance, curfew, and traffic regulations;

WHEREAS, the City Council finds that repeal and replacement of existing Title 3, Chapter 12 is necessary and desirable to bring the Sandpoint City Code into conformity with state law while preserving those limited public-safety requirements expressly authorized by Idaho law.

ORDINANCE NO. \_\_\_\_\_

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

**SECTION 1. Repeal.**

Title 3, Chapter 12, Sandpoint City Code, as currently existing, is hereby repealed in its entirety.

**SECTION 2. Replacement.**

Title 3, Chapter 12, Sandpoint City Code, is hereby adopted to read as follows:

**TITLE 3 BUSINESS AND LICENSE REGULATIONS, CHAPTER 12 SHORT TERM RENTAL OF DWELLING UNITS**

**3-12-1: Purpose**

The purpose of this chapter is to establish only those short-term-rental requirements expressly permitted by Idaho Code section 67-6539, as amended. This chapter shall be construed narrowly so as not to impose any restriction or obligation on short-term rentals except as specifically authorized by state law. Short-term rentals shall remain subject to all generally applicable federal, state, and local laws and ordinances that apply equally to other residential uses.

**3-12-2: Definition**

OWNER: The person or entity holding legal or equitable title to the dwelling unit or parcel on which the short-term rental is located.

SHORT-TERM RENTAL: The use of a dwelling unit, or portion thereof, for overnight lodging for a period of thirty (30) days or less, as defined by Idaho law.

SLEEPING AREA: Any room or area used, intended to be used, or advertised for sleeping, including, where applicable, basements, living rooms, and family rooms.

**3-12-3: Limited safety requirements for Short-Term Rentals**

A short-term rental operating within the City shall comply with the following requirements and no others shall be imposed by this chapter except as otherwise expressly authorized by Idaho law:

- A. All sleeping areas shall be equipped with functioning smoke alarms.
- B. The short-term rental shall be equipped with:
  - 1. a functioning fire extinguisher; and
  - 2. a functioning carbon monoxide detector on each floor.

## ORDINANCE NO. \_\_\_\_\_

- C. Removable escape ladders shall be available in all sleeping areas with a window that are located above the ground floor.
- D. Maximum occupancy shall not exceed the occupancy permitted for non-transient residential use under the international building codes as adopted by the Idaho Building Code Board.
- E. An easily accessible informational handout shall be made available to tenants and shall include:
  - 1. the location of exits;
  - 2. the location of fire extinguishers;
  - 3. the location of any supplied first aid kits; and
  - 4. a phone number to contact the owner or manager in the event of an emergency.

**3-12-4: Applicability of generally applicable laws; enforcement**

- A. Owners, operators, occupants, and tenants of short-term rentals are subject to all generally applicable provisions of the Sandpoint City Code and other applicable law to the same extent as other residential uses, including but not limited to laws and ordinances relating to noise, parking, nuisance, curfew, traffic, fire safety, and solid waste.
- B. A violation of section 3-12-3 of this chapter shall constitute an infraction or civil code violation enforceable in the same manner as other municipal code violations.
- C. Nothing in this chapter shall be construed to require or authorize any local license, fee, permit, certification, registration, inspection, owner-occupancy requirement, local-contact requirement, neighbor-notice requirement, minimum-stay requirement, or other short-term-rental-specific restriction or obligation not expressly authorized by Idaho law.

**SECTION 3. Codification.**

The provisions of this ordinance shall be codified in the Sandpoint City Code. The codifier is authorized to make such non-substantive corrections as are necessary for codification, including correction of numbering, section references, capitalization, formatting, and similar editorial matters.

**SECTION 4. Repealer.**

All ordinances, resolutions, orders, or parts thereof in conflict with this ordinance are hereby repealed to the extent of such conflict.

ORDINANCE NO. \_\_\_\_\_

**SECTION 5. Severability.**

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

**SECTION 6. Effective date.**

This ordinance shall take effect on July 1st, 2026, concurrent with the effective date of 2026 Idaho Session Laws, Chapter 22 (House Bill 583), amending Idaho Code section 67-6539.

PASSED by the City Council of the City of Sandpoint, Idaho, and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF SANDPOINT, IDAHO

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

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

SUMMARY OF ORDINANCE NO. \_\_\_\_\_  
Short Term Rental of Dwelling Units

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

Following is a summary of the provisions of Ordinance No. \_\_\_\_\_.

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

Ordinance Section 2 provides for repeal and severability.

Ordinance Section 3 provides for publication and an effective date.

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

*Publish in Bonner County Daily Bee Legals once on Wednesday, \_\_\_\_\_, 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 May 20, 2026, providing for repeal and replacement of City Code Title 3, Chapter 12, pertaining to short term rental of dwelling units, and find it to be a true and complete summary of said ordinance, providing adequate notice to the public of the contents thereof.



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Zachary Jones  
City of Sandpoint Legal Advisor

# NOTICE OF PUBLIC HEARING

Notice is hereby given that Sandpoint will hold a public hearing on *Item # 16.* their meeting on May 13, 2026, scheduled to begin at 5:30 p.m. in Council chambers at City Hall, 1123 W. Lake St., Sandpoint, Idaho, to take public testimony as Council considers a proposal to amend the City Code Title 5, Chapter 2, to add Section 5-2-11: Prohibiting Sales of Kratom Products within the City of Sandpoint. Pursuant to Idaho Code § 50-901, a public hearing is required when the City Council considers proposed additions to the City Code.

Seating within the Council Chambers is available on a first-come, first-served basis. Additional accommodations are provided in designated overflow areas outside the Chambers, where live video and audio of the meeting will be available. During public hearings and public comment periods, individuals who are not seated within the Chambers will be permitted entry into the room and are afforded the opportunity to speak from the podium.

Any written testimony to be considered at this meeting must be delivered to City Hall or by email to [cityclerk@sandpointidaho.gov](mailto:cityclerk@sandpointidaho.gov) before 5:00 p.m. on Wednesday, May 13, 2026.

Requests for special accommodations to review materials or to participate in the hearing should be directed to the City no later than two (2) business days prior to the hearing date. For more contact information, please contact the City Clerk at (208) 838-1241.

Legal#7850 AD#48934  
April 28, 2026



Mayor's Memorandum to City Council

TO: Sandpoint City Council

FROM: Mayor Jeremy Grimm

DATE: April 14, 2026

RE: Proposed Ordinance – Prohibition on the Sale of Kratom Products

Councilmembers,

I am bringing forward the proposed ordinance regarding the sale of kratom in Sandpoint with a clear objective: to address a gap that currently exists between what is being sold in our community and what has been evaluated for safety by state or federal regulators.

Kratom is a substance that has become increasingly available in retail settings—most often in smoke shops and convenience stores. It is commonly marketed as a natural product, sometimes associated with pain relief or mood enhancement. However, despite its growing presence in the marketplace, it has not been approved by the U.S. Food and Drug Administration for any use, and it is not subject to the kind of regulatory framework that governs other substances with similar physiological effects.

What gives me pause—and what I believe warrants your consideration—is the disconnect between how this product is presented to consumers and what we actually know about it. Federal agencies, including the FDA and the CDC, have identified credible risks associated with kratom use, including dependency, adverse health effects, and, in some cases, serious medical outcomes. There have also been documented issues with product contamination and inconsistent composition, which further complicates any assumption of safety.

At the same time, it is important to acknowledge that some individuals use kratom for reasons they believe are beneficial, including attempts to manage pain or reduce reliance on other substances. This proposal does not dismiss those perspectives. Rather, it reflects a recognition that the City of Sandpoint is not in a position to regulate the safety, purity, or appropriate use of a substance that lacks an established framework at higher levels of government.

The ordinance before you is intentionally limited in scope. It does not criminalize possession or personal use. Instead, it focuses on the commercial sale of kratom within city limits. This approach is aimed at reducing exposure and availability in retail environments, particularly where products may be purchased without meaningful information, safeguards, or consistency.

In considering this action, I have asked a simple question: whether it is appropriate for a substance with known risks and no regulatory oversight to be openly sold in our community. Reasonable people may arrive



at different answers, but I believe it is our responsibility to weigh the available information and act in a way that reflects a prudent approach to public health and safety.

For that reason, I am recommending that the Council adopt the proposed amendment to Title 5 prohibiting the sale of kratom products within the City of Sandpoint.

I appreciate your thoughtful consideration of this matter and welcome your discussion.

Jeremy Grimm

Mayor, City of Sandpoint

## ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF SANDPOINT, IDAHO, AMENDING TITLE 5, POLICE REGULATIONS, CHAPTER 2 GENERAL OFFENSES, BY ADDING A NEW SECTION 5-2-11 BANNING THE SALE AND DELIVERY OF KRATOM PRODUCTS WITHIN THE CITY OF SANDPOINT; PROVIDING DEFINITIONS; ESTABLISHING PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Council of the City of Sandpoint are committed to promoting and protecting the public health, safety, and general welfare of the citizens of the City;

WHEREAS, kratom (*Mitragyna speciosa*) is a tropical tree native to Southeast Asia, the leaves of which contain psychoactive compounds, primarily mitragynine and 7-hydroxymitragynine, that produce stimulant effects at low doses and opioid- and sedative-like effects at higher doses;

WHEREAS, kratom products are currently available for sale at various retail establishments throughout North Idaho, including within the City of Sandpoint;

WHEREAS, the U.S. Food and Drug Administration has warned consumers not to use kratom because of the risk of serious adverse events, including liver toxicity, seizures, and substance use disorder, and has determined that kratom is not lawfully marketed in the United States as a drug product, dietary supplement, or food additive;

WHEREAS, the U.S. Drug Enforcement Administration has listed kratom as a Drug and Chemical of Concern and has identified its active compounds, including mitragynine and 7-hydroxymitragynine, as posing a risk of abuse and addiction;

WHEREAS, the Idaho State Epidemiological Outcomes Workgroup has documented that between 2021 and 2023, kratom was listed as a contributing factor in the deaths of 47 Idahoans, and that kratom-related poison control calls continue to increase in the state;

WHEREAS, the Panhandle Health District has issued a districtwide public health warning regarding kratom and 7-hydroxymitragynine, noting that the Kootenai County Coroner has associated deaths with kratom use in North Idaho, and that concentrated preparations of kratom may cause seizures, addiction, and liver and kidney toxicity;

WHEREAS, kratom is not a controlled substance under the Idaho Uniform Controlled Substances Act, Idaho Code § 37-2701 et seq., and its sale is not subject to age restriction under state law, leaving residents of the City without the protections that state law currently affords with respect to other regulated substances;

ORDINANCE NO. \_\_\_\_\_

WHEREAS, the Idaho Legislature has not enacted a comprehensive statewide regulatory framework governing the sale or distribution of kratom, and municipalities therefore retain authority under Article XII, Section 2 of the Idaho Constitution and Idaho Code § 50-319 to enact local police-power regulations addressing kratom in the interest of public health and safety; and

WHEREAS, the Mayor and City Council find that the unregulated sale or delivery of kratom within the City presents an ongoing threat to the health and safety of the community, particularly to minors and other vulnerable populations, and that a local prohibition on the sale and delivery of kratom is a necessary and reasonable exercise of the City's police power to protect its residents;

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Sandpoint, Bonner County, Idaho as follows:

**Section 1.** Title 5, Police Regulations, Chapter 2, General Offenses, is hereby amended by adding a new Section 5-2-11 to read as follows:

**5-2-11: BANNING THE SALE AND DELIVERY OF KRATOM AND DERIVATIVES**

**A. Purpose.** This section is enacted to protect, preserve, and promote the health, safety, and welfare of the citizens of the City by prohibiting the sale and delivery of any substance containing kratom as hereinafter defined, it being the specific finding of the City that such substances present significant risks of addiction, serious adverse health effects, and death, and that the absence of state or federal regulation of kratom sales within the City leaves residents without adequate protection.

**B. Definitions.** For purposes of this section:

"Deliver" or "Delivery" means the actual, constructive, or attempted transfer of kratom or any derivative thereof from one person to another, whether or not there is an agency relationship, and includes a sale.

"Derivative" means any compound derived or synthesized from kratom, including but not limited to mitragynine, 7-hydroxymitragynine, and any synthetic or natural compound intended to mimic or replicate the pharmacological effects of kratom or its active alkaloids.

"Kratom" means any part of the plant *Mitragyna speciosa*, whether growing or not, including its leaves, extracts, resins, compounds, salts, derivatives, isomers, and any preparation, mixture, or product containing any amount of *Mitragyna speciosa*.

"Sale" or "Sell" means to exchange or deliver for compensation, or to offer to exchange or deliver for compensation.

ORDINANCE NO. \_\_\_\_\_

**C. Prohibition.** It shall be unlawful for any person, firm, business, or other entity to sell, offer to sell, give, distribute, or deliver kratom or any derivative thereof within the corporate limits of the City of Sandpoint.

**D. Exceptions.** This section shall not apply to any person or entity lawfully authorized by federal or state law to manufacture, prescribe, dispense, or conduct scientific research with kratom or its derivatives, provided that such activity is conducted in strict compliance with all applicable federal and state laws and regulations.

**E. Penalties.** Violation shall be a misdemeanor punishable pursuant to Section 1-4-1 of Sandpoint City Code. Each day upon which a violation continues shall constitute a separate and distinct offense.

**Section 2. Severability.** This ordinance is hereby declared to be severable. Should any provision of this ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purpose of the ordinance before the declaration of partial invalidity.

**Section 3. Repeal of Conflicting Provisions.** All provisions of the Sandpoint Municipal Code or ordinances of the City of Sandpoint that conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**Section 4. Effective Date.** This ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

Enacted by the City Council as an Ordinance of the City of Sandpoint on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Passed under suspension of the rules upon which a roll call vote was duly taken and enacted as an Ordinance of the City of Sandpoint at a regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Approved by the Mayor on the \_\_\_\_\_ day of \_\_\_\_\_, 2026

**CITY OF SANDPOINT**

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

Jeremy Grimm, Mayor

**ATTEST:**

\_\_\_\_\_

Meri Jane Bohn, City Clerk

SUMMARY OF ORDINANCE NO. \_\_\_\_\_  
Banning the sale and delivery of Kratom Products

AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SANDPOINT CITY CODE TITLE 5, CHAPTER 2, SECTION 11, BANNING THE SALE AND DELIVERY OF KRATOM PRODUCTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Following is a summary of the provisions of Ordinance No. \_\_\_\_\_.

Ordinance Section 1 provides City Code 5-2-11, This ordinance prohibits the sale, offer for sale, distribution, or delivery of kratom and kratom-derived products within the corporate limits of the City of Sandpoint. Kratom is defined as any part of the plant *Mitragyna speciosa*, including its leaves, extracts, and compounds, as well as any derivatives or synthetic substances intended to replicate its effects.

Ordinance Section 2 and 3 provides for repeal and severability.

Ordinance Section 4 provides for publication and an effective date.

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

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

STATEMENT OF LEGAL ADVISOR

I, Zachary Jones, legal advisor for the City of Sandpoint, Idaho, have examined the summary of Ordinance No. \_\_\_\_\_ to be presented to the Sandpoint City Council on May 20, 2026, amending Title 5, Police Regulations, Chapter 2, General Offenses, by adding a new Section 5-2-11 banning the sale and delivery of kratom products within the City of Sandpoint, and find it to be a true and complete summary of said ordinance, providing adequate notice to the public of the contents thereof.

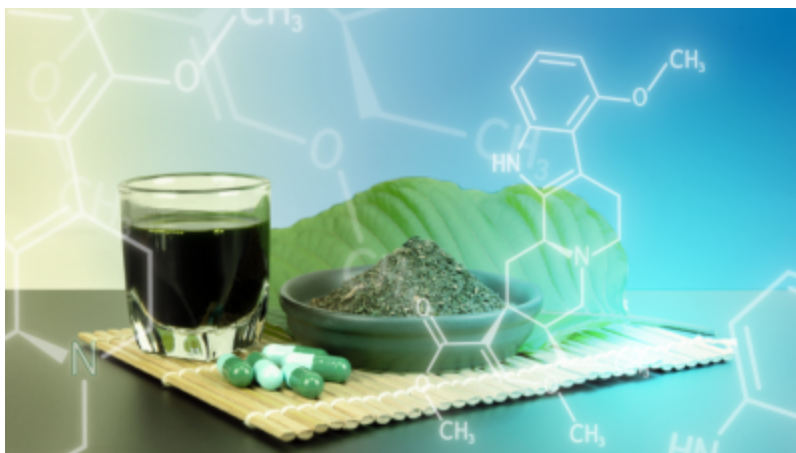


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Zachary Jones  
City of Sandpoint Legal Advisor

## FDA and Kratom

Kratom is a tropical tree (*Mitragyna speciosa*) that is native to Southeast Asia. Products prepared from kratom leaves are available in the U.S. online and in brick-and-mortar stores. Kratom is often used to self-treat conditions such as pain, coughing, diarrhea, anxiety and depression, opioid use disorder, and opioid withdrawal, with regular kratom users self-reporting using less than 6g of botanical kratom



per consumption, per several recent (<https://pmc.ncbi.nlm.nih.gov/articles/PMC7423016/>) studies. An estimated 1.7 million Americans aged 12 and older used kratom in 2021, according to the Substance Abuse and Mental Health Services Administration's National Survey on Drug Use and Health (<https://www.samhsa.gov/data/sites/default/files/reports/rpt39443/2021NSDUHFFRRev010323.pdf>).

Of note, 7-hydroxymitragynine (7-OH) is a naturally occurring alkaloid in the kratom plant, but only a minor constituent that comprises less than 2% of the total alkaloid content in natural kratom leaves. However, 7-OH demonstrates substantially greater mu-opioid receptor potency than kratom's primary alkaloid constituent mitragynine, as well as other classical opioids such as morphine. For more information about the agency's efforts regarding 7-OH, see Hiding in Plain Sight: 7-OH Products (</news-events/public-health-focus/hiding-plain-sight-7-oh-products>).

There are no prescription or over-the-counter drug products containing kratom or its known alkaloids that are legally on the market in the U.S. If a new drug application (NDA) is submitted for kratom (or one of its components) to treat a specific medical condition, FDA will review the scientific data to determine if a drug product containing kratom (or its components) is safe and effective to treat that specific medical condition. Consistent with FDA's practice with unapproved substances, until the agency scientists can evaluate the safety and effectiveness of kratom (or its components) in the treatment of any medical conditions, FDA will continue to warn the public against the use of kratom for medical treatment. The agency will also continue to monitor emerging data trends to better understand the substance and its components.

Feedback

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Kratom is not appropriate for use as a dietary supplement. FDA has concluded from available information, including scientific data, that kratom is a new dietary ingredient for which there is inadequate information to provide reasonable assurance that such ingredient does not present a significant or unreasonable risk of illness or injury and, therefore, dietary supplements that are or contain kratom are adulterated under section 402(f)(1)(B) of the FD&C Act. Further, FDA has determined that kratom, when added to food, is an unsafe food additive within the meaning of section 409; food containing an unsafe food additive, such as kratom, is adulterated under section 402(a)(2)(C)(i). Based on these determinations by FDA, kratom is not lawfully marketed as a dietary supplement and cannot be lawfully added to conventional foods.

Therefore, kratom is not lawfully marketed in the U.S. as a drug product, a dietary supplement, or a food additive in conventional food.

### **What can happen if a person uses kratom?**

FDA has warned consumers not to use kratom because of the risk of serious adverse events, including liver toxicity, seizures, and substance use disorder (SUD). In rare cases, deaths have been associated with kratom use, as confirmed by a medical examiner or toxicology reports. However, in these cases, kratom was usually used in combination with other drugs, and the contribution of kratom in the deaths is unclear.

Cases of kratom-related SUD have also been observed. In these cases, individuals met certain criteria for SUD, including using kratom for longer than intended, using more kratom than intended, having cravings for kratom, continuing to use kratom despite adverse consequences (either physically or in their personal life), increasing the amount of kratom used to produce the same effect (tolerance), and experiencing withdrawal symptoms when kratom use was stopped (physical dependence).

FDA is also aware of cases involving neonatal abstinence syndrome, in which newborns experienced withdrawal signs such as jitteriness, irritability, and muscle stiffness following prolonged exposure to kratom prior to birth.

FDA has warned the public when certain kratom products were contaminated with Salmonella and/or concerning levels of heavy metals. These contaminants can put people at risk and can result in numerous documented illnesses.

### **How is FDA protecting the public from the risks of kratom?**

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There are no FDA-approved kratom drug products or over-the-counter drugs containing kratom that are legally on the market in the U.S. FDA continues to warn consumers not to use kratom because of the risk of serious adverse events, including liver toxicity, seizures, and substance use disorder (SUD).

Consistent with its mission to protect the public's health, FDA regularly exercises its authority to protect consumers from companies selling unapproved kratom drug products, making false or misleading claims about unproven benefits of kratom, and selling unlawfully marketed kratom dietary supplements and conventional foods. The agency has partnered with the U.S. Customs and Border Protection and with the Department of Justice to take numerous actions to limit the sale of unlawful kratom products in the U.S. The agency continues to work with its federal partners to warn the public about risks associated with use of kratom.

Unapproved drug products are some of the most challenging products that FDA regulates, due to the complex and fragmented supply chain of distributors, wholesalers, retailers, and even individuals. These entities are not usually registered with FDA, may operate out of residences, and distribute kratom through sales made on the internet, social media, smoke/vape shops, other small stores, or by using the mail or other package delivery services. Kratom-containing drug products have been shipped through U.S. and international mail facilities and may falsely be declared as other items, such as potpourri or incense.

FDA will continue to work with its federal partners to warn the public about the risks associated with the use of kratom and protect consumers from entities that are selling violative kratom products, including products with false or misleading labeling claims about unproven health benefits of kratom. Additionally, states may have their own regulations or prohibitions for kratom products. State health and law enforcement agencies are the best resource concerning applicable state laws.

## **What is FDA doing to support sound scientific research on kratom?**

FDA recognizes that there is much that is not known scientifically about kratom. Although there are published animal studies with kratom extracts, there are few published reports from well-designed scientific studies where kratom was administered to humans. Additional

investigation by researchers, including those in the academic community, drug companies and government agencies, into the many safety issues and potential therapeutic uses of kratom would provide important public health information.

## What research is FDA doing on kratom?

### *Research on Safety Issues*

While kratom contains over 50 alkaloids, most scientific research focuses on mitragynine and 7-OH, both of which bind to the same receptors in the brain (mu opioid receptors) as opioid drugs such as codeine. Mitragynine also has additional mechanisms of action on other chemical systems of the brain, including serotonin, dopamine, norepinephrine, and kappa opioid receptors. These compounds may produce classic opioid-related effects such as sedation, nausea/vomiting, constipation, physical dependence/withdrawal, and respiratory depression that may lead to death. However, as with all drugs, the ability of kratom to cause harmful responses will depend on how much of the drug is taken and under what conditions.

One additional safety concern with kratom is that of abuse potential. There are epidemiological data suggesting that some individuals develop substance use disorder following kratom use. To date, a well-designed human abuse potential study has not been conducted that would show whether kratom, mitragynine, or 7-OH produce rewarding effects (such as feeling “high”) that might lead an individual to abuse kratom. This means that the abuse potential of kratom has yet to be fully understood.

### *Research on Kratom by FDA Clinical Investigators*

To better understand kratom’s safety profile, FDA funded a single ascending dose study to evaluate the effects of botanical kratom ingestion in humans. FDA researchers have submitted a manuscript to a peer-reviewed journal and will make the results publicly available upon acceptance.

Building on this preliminary study, FDA awarded a grant for a human abuse potential study on kratom in September 2024. While these studies will further FDA’s efforts to characterize kratom’s safety profile, results from these studies will need to be considered in relation to the many and varied kratom-related products available to consumers and other scientific research.

### *Are There Possible Therapeutic Uses as a Drug?*

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FDA recognizes that it is necessary to develop therapies for patients with unmet medical needs. The agency has numerous programs that help drug companies develop and obtain approval for new drug products. Drug companies that are interested in kratom-related drug development are encouraged to contact the relevant [review division](#) (<https://www.fda.gov/about-fda/cder-offices-and-divisions/office-new-drugs>) in the Center for Drug Evaluation and Research to answer questions related to their specific drug development program.

While FDA continues to evaluate the available safety information about the effects of kratom, the agency encourages health care professionals and consumers to report any adverse reactions to the FDA's [MedWatch](#) (<https://www.fda.gov/safety/medwatch-fda-safety-information-and-adverse-event-reporting-program>) program or the [Safety Reporting Portal](#) (<https://www.safetyreporting.hhs.gov/>).

### Additional Resources

- [Hiding in Plain Sight: 7OH Products](#) (</news-events/public-health-focus/hiding-plain-sight-7-oh-products>)

### Related Information

- [FDA Seizes 7-OH Opioids to Protect American Consumers](#) (</news-events/press-announcements/fda-seizes-7-oh-opioids-protect-american-consumers>)
- [FDA issues warning letters to firms marketing products containing 7-hydroxymitragynine](#) (<https://www.fda.gov/news-events/press-announcements/fda-issues-warning-letters-firms-marketing-products-containing-7-hydroxymitragynine>)
- [FDA Takes Steps to Restrict 7-OH Opioid Products Threatening American Consumers](#) (</news-events/press-announcements/fda-takes-steps-restrict-7-oh-opioid-products-threatening-american-consumers>)

Item # 17.

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# Kratom

## Highlights

- “Kratom” commonly refers to an herbal substance that can produce [opioid- and stimulant-like effects](#). Kratom and kratom-based products are currently legal and accessible in many areas, though U.S. and international agencies continue to review emerging evidence to inform [kratom policy](#).<sup>1</sup>
- While there are no uses for kratom approved by the U.S. Food and Drug Administration, people [report using kratom](#) to manage drug withdrawal symptoms and cravings (especially related to opioid use), pain, fatigue and mental health problems.<sup>2,3,4</sup> NIDA supports and conducts research to evaluate [potential medicinal uses](#) for kratom and related chemical compounds.
- NIDA also supports research towards better understanding the health and safety effects of kratom use. Rare but serious effects have been reported in people who use kratom, including psychiatric, cardiovascular, gastrointestinal and respiratory problems.<sup>1,5</sup> Compared to deaths from other drugs, a very small [number of deaths](#) have been linked to kratom products and nearly all cases involved other drugs or contaminants.<sup>1,6,7,8,9,10</sup>

## What is kratom?

“Kratom” refers to both *Mitragyna speciosa*, a tree native to Southeast Asia, and products derived from its leaves that are marketed as herbal supplements.

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Kratom leaves contain many chemical compounds (known as bioactive alkaloids) that can affect the body. The most well-studied compounds related to kratom are mitragynine and 7-hydroxymitragynine.<sup>1</sup> (See [How do kratom compounds work in the brain?](#))

Much is still unknown about chemical compounds related to kratom, the short- and long-term health and safety impacts of kratom use and kratom's potential therapeutic uses. NIDA supports and conducts research on kratom and related chemical compounds to help inform kratom policy and health decision-making around kratom use. (See [How is NIDA advancing research on about kratom?](#))

While kratom or its related compounds have not been approved by the U.S. Food and Drug Administration as safe and effective for any medical use, people report using kratom products to alleviate drug withdrawal symptoms and cravings (particularly for opioids), to alleviate pain and to help manage mental health problems.<sup>3,4,11,12,13,14,15,16</sup> (See [Why do people use kratom?](#)) NIDA is particularly interested in studying how kratom use may impact opioid use, which continues to drive the [drug overdose epidemic](#) in the United States.

People typically use kratom by swallowing raw plant matter in capsule or powder form, mixing kratom powder into food or drinks, brewing the leaves as a tea, or taking liquid kratom extract.<sup>1</sup> People who use kratom report both stimulant-like effects (increased energy, alertness and rapid heart rate) and effects that are similar to opioids and sedatives (relaxation, pain relief and confusion).<sup>10,17</sup> Studies and case reports have also indicated rare adverse effects may be associated with kratom or individual kratom compounds.<sup>1,9</sup> (See [How does kratom affect the body?: Is kratom safe?](#))

Anthropologists report that kratom has been used in Southeast Asia for hundreds of years as a multi-purpose remedy in traditional medicine, to increase alertness and energy while working and during social gatherings.<sup>18</sup> While estimates of the scope of kratom use in the United States vary,<sup>19</sup> the expansion of kratom vendors

and increasing case reports suggest kratom use has become more common over the past two decades.<sup>20</sup>

## How does kratom affect the body?

Researchers are still learning how kratom and kratom compounds affect the body, as well as how short- and long-term kratom use may impact health. While evidence is quickly evolving, early studies have revealed important information about how the drug works.

- **Effects may vary widely.** Like all drugs, kratom's effects may depend on the amount taken, potency (concentration and strength), formulation of the product, the way it is ingested, other drugs in a person's system, a person's underlying medical conditions, and a person's previous experience with the substance, among other factors.<sup>3, 4, 17</sup> Importantly, kratom products vary, so effects are difficult to predict. Some kratom products have been found to contain contaminants that produce effects not associated with kratom or kratom compounds alone.<sup>6, 7, 21</sup> Learn more: [Is kratom safe?](#)
- **Kratom produces opioid- and stimulant-like effects.** People who use kratom report both stimulant-like effects (increased energy, alertness and rapid heart rate) and effects that are similar to opioids and sedatives (relaxation, pain relief and confusion). While many people who use kratom report that smaller doses of kratom produce stimulant-like effects and larger doses produce opioid- or sedative-like effects,<sup>4</sup> studies have not yet established that these effects depend on the amount or method of kratom consumed.<sup>10, 17</sup>
- **Mitragynine, 7-hydroxymitragynine, and other kratom compounds drive these effects.** The effect of kratom products can vary depending on the concentration and combination of specific kratom compounds within the product. While kratom leaves contain many chemical compounds that may influence the human body, the most well-studied is mitragynine. When ingested, mitragynine breaks down into another chemical called 7-hydroxymitragynine, which also influences the body and is an important subject of research.<sup>22</sup> Learn more: [How do kratom compounds work in the brain?](#)
- **Adverse effects range from mild to severe.** Some people who use kratom have reported mild side effects, such as nausea, constipation, dizziness and drowsiness.<sup>3, 4</sup> In case reports, clinicians report seeing patients with a wide range of rare but serious adverse effects associated with kratom exposure—including mental and neurological symptoms (confusion, tremors and seizures), heart and lung problems (high blood pressure and slow breathing), gastrointestinal problems (nausea and vomiting) and liver problems.<sup>1, 23</sup> A very

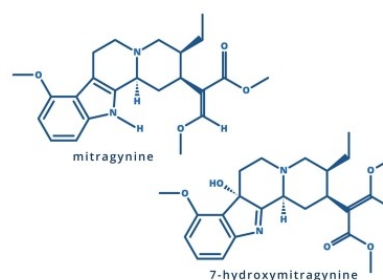
small number of deaths have been linked to kratom products, and nearly all cases involved other drugs or contaminants.<sup>1,6, 7, 8, 21, 24</sup> (See [Is kratom safe?](#))

- **Drug interactions may influence effects.** Studies suggest many people who use kratom also use other drugs and have conditions for which medications are often prescribed.<sup>3, 4, 17</sup> Case reports suggest using kratom in combination with other drugs (sometimes called polysubstance use) may produce severe adverse effects, such as liver problems or even death.<sup>25</sup> More research is needed to better understand the impact of using kratom in combination with other substances. (See [Is kratom safe?](#))
- **Long-term health effects are not well understood.** Because kratom research is relatively new compared to more widely used drugs, there is little evidence to determine how kratom use may affect someone over time. Case reports do show regular, long-term, kratom use in large amounts may be associated with serious liver problems. These cases appear to occur unpredictably in a small minority of people who use kratom, and it is unclear what role other substances and underlying health conditions may play.<sup>9, 26</sup> (See [Is kratom safe?](#)) Researchers are also still learning how often and to what extent people who use kratom experience withdrawal or substance use disorder symptoms related to kratom use. Learn more: [Is kratom addictive? Do people experience kratom withdrawal?](#)
- **Research on potential therapeutic effects of kratom is ongoing.** Researchers have not proven kratom to be safe or effective for any medical purpose, though kratom has been used in traditional medicine.<sup>18</sup> Many people who use kratom products report doing so to self-treat pain, anxiety, depression, fatigue, and drug cravings and withdrawal symptoms (especially related to opioid use).<sup>1, 3</sup> NIDA supports and conducts research on therapeutic uses of kratom and related compounds. Learn more: [Could kratom be used as medicine?](#)

## How do kratom compounds work in the brain?

Kratom leaves contain many chemical compounds (known as bioactive alkaloids) that influence the body. The most well-studied kratom-related compounds are mitragynine and 7-hydroxymitragynine (7-OH). Mitragynine is found in kratom leaves and breaks down into 7-OH in the body when digested.<sup>22, 27</sup> Both activate mu-opioid receptors (specific molecular structures on the surface of nerve cells), but the resulting effects only partially compare to those of [opioids](#) like [heroin](#) or oxycodone.<sup>28</sup>

In general, neither kratom leaves nor mitragynine appear to lead to respiratory depression (trouble breathing) that is characteristic of a life-threatening opioid overdose. However, in laboratory models, 7-OH can cause respiratory depression that is reversed by naloxone. Even though the body converts mitragynine to 7-OH, this occurs slowly enough that it limits mitragynine's effects on breathing.<sup>29</sup> Scientists also have observed that mitragynine may bind to adrenergic receptors, serotonin receptors and dopamine receptors, which may be responsible for some of the arousing effects some people who use kratom report experiencing.<sup>1, 30, 31</sup>



*Credit: NIDA*

2D chemical structures of kratom compounds mitragynine (top) and 7-hydroxymitragynine (bottom).

Better understanding where and how kratom compounds work in the brain is an active area of NIDA-funded research. This basic research plays an important role in identifying kratom's health effects and potential therapeutic uses. Learn more: [How is NIDA advancing research on kratom?](#)

## How is NIDA advancing research on kratom?

Scientific research on kratom is relatively new compared to research on more widely used drugs. Much is still unknown about chemical compounds related to kratom, the short- and long-term health and safety impacts of kratom use and kratom's potential therapeutic uses. In response to reports of increases in kratom exposures in the United States<sup>6</sup> and emerging questions about kratom and its health effects, NIDA is supporting research on kratom's use, effects, mechanisms and therapeutic potential.

To help inform kratom policy and health decision-making around kratom use, NIDA conducts and supports research on how kratom compounds work in the brain, as well as research on kratom use patterns, health effects, therapeutic uses and drug interactions. Because many people who use kratom also report using or previously using [opioids](#) and experiencing opioid use disorder,<sup>2,3</sup> NIDA is particularly interested in studying how kratom use may impact opioid use, which has driven the [drug overdose epidemic](#) in the United States. Early studies have found that some people report using kratom to ease craving and withdrawal symptoms associated with other substances, including opioids and stimulants.<sup>5, 11, 13, 14, 15, 16</sup>

NIDA and the [NIH HEAL \(Helping to End Addiction Long-term®\) Initiative](#) are supporting several studies evaluating kratom and related compounds as potential treatments for chronic pain and for opioid withdrawal and opioid use disorder. [One of these projects](#) (also supported by the National Center for Advancing Translational Sciences and National Institute of Neurological Disorders and Stroke) includes efforts to help develop new medications, including kratom-derived products, as potential treatments for opioid use disorder.

NIDA also supports preclinical research to better understand how multiple kratom compounds produce complex pharmacological and behavioral effects, to evaluate kratom as a potential therapy for opioid use disorder and to investigate the chemistry and biology of kratom-derived compounds for their use as therapeutic drugs and as research tools. (See [Could kratom be used as medicine?](#))

See more [NIDA-funded projects related to kratom](#), and learn more about [clinical trials involving kratom](#).

## What is the scope of kratom use in the United States?

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Among people aged 12 or older in 2021, an estimated 0.6% (or about 1.7 million people) reported using kratom in the past 12 months (2021 DT 8.22).\*

Source: [2021 National Survey on Drug Use and Health](#)\*\*

\* Estimates of how many people regularly use kratom vary.<sup>19</sup>

\*\* The COVID-19 pandemic had an impact on data collection for the 2021 National Survey on Drug Use and Health (NSDUH). For more information, please see the [2021 NSDUH Frequently Asked Questions](#) from the Substance Abuse and Mental Health Services Administration.

## Why do people use kratom?

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NIDA conducts and supports research to better understand the diverse reasons people use kratom.<sup>3</sup> Kratom has been used in its native Southeast Asia for centuries to produce opioid- and stimulant-like effects, including increased energy and relaxation.<sup>18</sup> (See [How does kratom affect the body?](#))

In recent years, studies suggest people across the globe use kratom for these and many other reasons.<sup>1, 3, 4</sup> Researchers have found that people report using kratom to alleviate pain, to address symptoms of mental health conditions like anxiety and depression, to help stop or reduce opioid or other substance use and to manage withdrawal symptoms and cravings related to opioids and other drugs. Most report multiple reasons for using kratom.<sup>3, 11, 32</sup>

While research is underway to explore possible therapeutic benefits (see [Could kratom be used as medicine?](#)), kratom products have not been demonstrated to be safe and effective for any medical condition. Of note, [safe and effective medications](#) are approved to help control withdrawal symptoms and cravings associated with opioid use disorder, as well as other substance use disorders. Learn more about [pain treatment from the NIH Pain Consortium](#) and about [mental health treatment from the National Institute of Mental Health](#).

## Is kratom safe?

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U.S. and international agencies have expressed concern that kratom products may cause serious harm.<sup>1</sup> There are no uses for kratom approved by the U.S. Food and Drug Administration (FDA), and the FDA has [warned consumers not to use kratom products](#) because of potential adverse effects.

The FDA, the [U.S. Centers for Disease Control and Prevention](#) and NIDA support and conduct research to measure and better understand the short- and long-term safety risks of kratom use and inform policy around kratom regulation.

Currently, several safety issues related to kratom have been identified:

- **Kratom products may contain harmful contaminants.** There are no uses for kratom approved by the FDA, and kratom products have been found to contain contaminants that produce effects not associated with kratom or kratom compounds alone, including heavy metals and harmful bacteria.<sup>1, 6, 7, 8, 21</sup> Of note, researchers and regulators have found similar instances of contamination in many other products marketed as herbal supplements.<sup>33, 34</sup> Read more about [supplement regulation from the FDA](#).
- **Adverse effects range from mild to severe.** Some people who use kratom have reported mild side effects, such as nausea, constipation, dizziness and drowsiness.<sup>3, 4</sup> In case reports, clinicians report seeing patients with a wide range of very rare but serious adverse effects associated with kratom exposure—including mental and neurological symptoms (confusion, tremors and seizures), heart and lung problems (high blood pressure and slow breathing), gastrointestinal problems (nausea and vomiting) and liver problems.<sup>1, 23</sup> Researchers continue to study potential adverse effects in humans, animal models and cells, including possible damage to the cardiovascular system.<sup>10, 23, 35</sup> (See [How does kratom affect the body?](#))
- **A very small number of deaths have been linked to kratom products compared to deaths from other drugs.**<sup>1, 6, 7, 8, 24</sup> While more research is needed, it appears that fatal overdose from kratom use alone is extremely rare. A 2019 report found that 11 deaths between 2011 and 2017 in the United States were associated with kratom exposure, including two deaths associated with kratom exposure alone.<sup>6</sup> In contrast, during that

same period, more than 200,000 people died from [opioid-related overdose](#).<sup>36</sup>

- **Drug interactions may influence effects.** Studies suggest many people who use kratom also use other drugs and have conditions for which medications are often prescribed,<sup>3, 4, 17</sup> and case reports suggest polysubstance use (the use of multiple drugs) involving kratom has been associated with severe adverse effects, such as death and liver problems.<sup>25</sup> More research is needed in this area to assess the safety of using kratom in combination with other substances.
- **Long-term health and safety effects are not well understood.** Because kratom research is relatively new compared to research on more widely used drugs, there is little evidence to determine how kratom use may affect someone over time. Case reports do show regular, long-term, kratom use in large amounts may be associated with serious liver problems. These cases appear to occur unpredictably in a small minority of people who use kratom, and it is unclear what role other substances and underlying health conditions may play.<sup>9, 26</sup>
- **Effects on pregnancy are not well understood.** Very little research is available on kratom use before, during and after pregnancy, but there have been reports of opioid-like [neonatal abstinence syndrome](#) in infants born to women who regularly use kratom.<sup>37</sup> Learn more: [How does kratom use affect pregnancy?](#)
- **Safety effects of intoxication are not well understood.** The impact of kratom intoxication (taking enough to be impaired) on driving, operating heavy machinery, or performing other tasks that could be dangerous if impaired has not been extensively studied.<sup>9, 38, 39</sup>

Learn more about [kratom and safety from the FDA](#).

## How does kratom use affect pregnancy?

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Very little research is available on kratom use before, during and after pregnancy. A 2021 report suggests that many cases of kratom use during pregnancy likely also involve the use of other substances, and the effects of kratom alone on pregnancy are difficult to determine without further research. The same report identified at least five cases of opioid-like [neonatal abstinence syndrome](#) in infants

born to women who regularly used kratom but not opioids. The infants in these cases all responded well to standard treatments given to infants experiencing neonatal abstinence syndrome related to opioids.<sup>37</sup>

## Is kratom addictive? Do people experience kratom withdrawal?

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NIDA conducts and supports research to better understand how often and to what extent people who use kratom experience withdrawal and substance use disorder symptoms related to kratom use.

To be diagnosed with a substance use disorder, a person must meet specific diagnostic criteria for continued, compulsive substance use despite negative consequences. The *Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition* (DSM-5)—a reference text published by the American Psychiatric Association that health professionals use to diagnose substance use disorders and other psychiatric disorders—does not include a specific diagnosis related to kratom use.<sup>40</sup> However, some researchers studying kratom have modified criteria to study kratom use patterns and symptoms that resemble other substance use disorders.<sup>3</sup>

Studies suggest people may experience mild to moderate withdrawal symptoms when they stop regular kratom use,<sup>41, 42</sup> but more research is needed to understand to what extent people develop substance use disorder symptoms related to kratom.<sup>1, 3, 9</sup>

Preliminary data from anonymous surveys of people who use kratom suggest a minority of people report experiencing kratom-related withdrawal symptoms and a smaller minority report experiencing substance use disorder symptoms related to kratom use.<sup>3</sup>

Some experts are concerned about kratom's addictive potential because the main kratom compounds, mitragynine and 7-hydroxymitragynine, partially activate the same receptors (specific molecular structures on the surface of nerve cells) in the brain on which drugs with known addictive properties act. However, researchers have observed that the way kratom compounds activate these receptors may reduce the potential for addiction relative to [opioids](#).<sup>28, 29, 30, 31</sup> Further, studies in animal models indicate that the addictive potential of mitragynine and 7-hydroxymitragynine may differ from one another.<sup>43</sup> Further research is needed to better understand how various compounds related to kratom interact to influence the risk of withdrawal and addiction. (See [How do kratom compounds work in the brain?](#))

## How are withdrawal and substance use disorder symptoms related to kratom use treated?

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While withdrawal and substance use disorder symptoms related to kratom use have not been extensively studied, some people who use kratom report experiencing them.<sup>1, 3, 9</sup> (See [Is kratom addictive? Do people experience kratom withdrawal?](#)) There are currently no approved medical therapies for these conditions. In very limited cases, some researchers have reported using medications<sup>44, 45, 46</sup> and other therapies<sup>47</sup> to address withdrawal and substance use disorder symptoms related to kratom use<sup>41</sup> in humans and animal models—though robust clinical trials are still needed to evaluate these and other experimental treatment options.

[See more information on seeking substance use treatment and other medical attention.](#)

## Could kratom be used as medicine?

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NIDA and other institutes at NIH support and conduct research to evaluate potential medicinal uses for kratom and kratom compounds. While kratom has not been proven safe or effective for any medical purpose, kratom has been used in traditional medicine in some countries,<sup>1, 18</sup> and many people who use kratom report doing so to self-medicate for pain, anxiety, depression, substance use disorders and substance withdrawal.<sup>1, 3, 11</sup> Studies in animal models suggest kratom and related compounds potentially have other therapeutic properties, such as antidepressant and pain-relieving properties, that may warrant further study.<sup>1, 48</sup>

Of particular interest to NIDA, early studies suggest kratom and kratom compounds warrant further study as experimental treatments for substance use disorders, specifically opioid use disorder.<sup>9, 48</sup> Such treatments are urgently needed to help curb the [drug overdose epidemic](#) in the United States. NIDA and its partners conduct and support research evaluating kratom and related compounds as potential treatments for chronic pain and for opioid withdrawal and opioid use disorder. Learn more: [How is NIDA advancing research on kratom?](#)

## Is kratom legal?

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While kratom use or sale has been banned or restricted in several countries,<sup>9</sup> kratom products are currently legal and accessible online<sup>49</sup> and in stores in many areas of the United States. The U.S. Drug Enforcement Administration (DEA) has listed kratom as a “drug of concern,” though kratom and kratom compounds are not listed on the [U.S. schedule of controlled substances](#).

In 2021, the [World Health Organization’s \(WHO\) Expert Committee on Drug Dependence](#) [ECDD](#) (ECDD) examined the evidence on kratom’s health effects and concluded that there is insufficient evidence of adverse effects that would warrant additional critical review or inclusion in the United Nations list of internationally [controlled substances](#) [ECDD](#). (See the [full WHO ECDD report on kratom](#)

[↗](#)) Kratom remains on the list of substances under surveillance by the WHO ECDD.

Learn more about kratom and its legal status in the United States from the [Drug Enforcement Administration \(DEA\)](#).

## Find More Resources on Kratom

- Learn more about kratom regulation and safety from the [U.S. Food and Drug Administration \(FDA\)](#).
- Learn more about kratom and its legal status from the [Drug Enforcement Administration \(DEA\)](#).
- Learn more about kratom products marketed as herbal supplements from the [National Institutes of Health \(NIH\) National Center for Complementary and Integrative Health \(NCCIH\)](#).

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March 2026



# Drug Fact Sheet

## Kratom

### WHAT IS KRATOM?

Kratom is a tropical tree native to Southeast Asia. Consumption of its leaves produces both stimulant effects (in low doses) and sedative effects (in high doses), and can lead to psychotic symptoms, and psychological and physiological dependence. Kratom leaves contain two major psychoactive ingredients (mitragynine and 7-hydroxymitragynine). These leaves are crushed and then smoked, brewed with tea, or placed into gel capsules. Kratom has a long history of use in Southeast Asia, where it is commonly known as thang, kakuam, thom, ketum, and biak. In the U.S., the use of kratom has increased markedly in recent years.

### How is it used?

Mostly used by oral ingestion in the form of a tablet, capsule, or extract. Kratom leaves may also be dried or powdered and ingested as a tea, or the kratom leaf may be chewed.

### What are the effects?

At low doses, kratom produces stimulant effects with people reporting increased alertness, physical energy, and talkativeness. At high doses, people experience sedative effects. Kratom consumption can lead to addiction.

Several cases of psychosis resulting from use of kratom have been reported, where individuals addicted to kratom exhibited psychotic symptoms, including hallucinations, delusion, and confusion.

### What does it do to the body?

Kratom's effects on the body include nausea, itching, sweating, dry mouth, constipation, increased urination, tachycardia, vomiting, drowsiness, and loss of appetite. Users of kratom have also experienced anorexia, weight loss, insomnia, hepatotoxicity, seizure, and hallucinations.

### What is its legal status?

Kratom is not controlled under the Controlled Substances Act; however, there may be some state regulations or prohibitions against the possession and use of kratom. FDA has not approved kratom for any medical use. In addition, DEA has listed kratom as a Drug and Chemical of Concern.



*Kratom tree*



*Leaf of kratom tree*



*Kratom capsules*

Staff Writer

|  
February 24, 2026 1:09 AM

The Panhandle Health District on Monday issued a districtwide warning for kratom, a drug that PHD officials state has addictive and overdose potential.

"Kratom and in particular 7-OH, appears to be a growing problem in Northern Idaho and the rest of the nation," said Panhandle Health District Medical Director Gregory Pennock, M.D., in a press release.

Pennock said the Kootenai County coroner had associated deaths with kratom use in North Idaho. He said the district wants to increase local awareness of these "potentially dangerous products."

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Kratom, marketed as a stimulant, is routinely available at convenience stores in North Idaho. Two active components of kratom are the alkaloids mitragynine and 7-hydroxymitragynine (7-OH).

According to the Drug Enforcement Agency, kratom consumption can lead to addiction. There have even been cases of psychosis resulting from kratom use, the release said.

The American Kratom Association has lobbied for states to pass the Kratom Consumer Protection Act to establish safety guidelines and manufacturing practices for kratom vendors.

As of February, 19 states have passed the legislation.

There are about 24 million residents who have used kratom in the United States, according to a new bill Feb. 13 called the Idaho Kratom Consumer Protection and Safety Act.

The bill intends "To preserve adult access to natural kratom while preventing the sale of unsafe, adulterated, or synthetic products."

State Sen. Tammy Nichols of Middleton and Rep. Mark Sauter of Sandpoint were working on similar bills and have joined forces to get more guidelines in place for regulating kratom products and synthetics.

"It's a good step in the right direction and we haven't really had anybody push back and say it's not warranted. I've checked in with law enforcement and our medical professionals and they all state that it seems like it should be at least better regulated," Sauter said.

Sauter said there were a number of concerns with the substance and how it is handled, including labeling issues and organic versus synthetic kratoms.

"I had a constituent ask me about it in December and ask me to follow up on what we can do to regulate it from Boundary County and I made a commitment to doing so," Sauter said. "Sadly, that constituent passed away, but it's a matter of sticking to your commitments."

The sales age is restricted to age 18 and older, something Sauter thinks may be adjusted up to 21 and older in the future.

"If we can get it in place by July 1, then we can start seeing if it makes a difference or not. I've also reached out to the sellers of it and some of the retail establishments, they actually support

regulation," Sauter said.

As a senior fellow in public policy for the association, Mac Haddow said the nonprofit views 7-OH as a whole new synthesized element that fundamentally changes the product's character.

"We are not for an unregulated market," Haddow said. "We advocate for states to pass what we call the Kratom Consumer Protection Act, which establishes strict formulation requirements, warning labels that are appropriate and age restrictions."

Haddow said that some people using kratom use it for energy boosts, others for mood enhancement and other users partake in kratom as an alternative to opioids and prescription pain medications to manage acute or chronic pain.

The difference in how the substance binds to receptors between organic and synthetic variations is significant and is the reason the AKA wants more regulations, Haddow said.

"7-OH products are the ones the FDA has targeted for being subject to controlled substances because they are so powerful and they are being chemically manipulated," Haddow said. "They need to be regulated for the potency of extracts and synthetic products. It makes it highly potent, binds to the receptors in our bodies in a way that is significantly addictive in a way that kratom does not."

Panhandle Health District officials recommend seeking medical advice for side effects, addiction or withdrawal symptoms and reporting adverse reactions of kratom or 7-OH products to the [FDA's MedWatch program](#) and to Panhandle Health District by calling 208-415-5235.

Concentrated preparations may contain unsafe levels of the active alkaloids and may cause seizures, addiction, liver and kidney toxicity, according to Panhandle Health.

# Kratom

## WHAT IS KRATOM?

Kratom refers to the leaves of the tree *Mitragyna speciosa*, native to the tropical regions of Southeast Asia, as well as the various products derived from its leaves.<sup>1</sup> The kratom leaf contains many chemical compounds, but its primary active compounds include mitragynine and its metabolite 7-hydroxymitragynine.

The compound 7-hydroxymitragynine binds to  $\mu$ -opioid receptors, producing opioid-like effects, while scientists believe mitragynine may bind to adrenergic, serotonin, and dopamine receptors, contributing to some of the stimulant effects reported by users.

Kratom has gained popularity in the United States since the early 2000s, although it has been used by traditional medicine practitioners for centuries.<sup>2</sup> It is commonly utilized to relieve pain, aid in opioid-use cessation, manage psychiatric problems, and increase energy and productivity.<sup>3,4</sup>

While kratom may be well-tolerated and even beneficial to some individuals, it is not regulated by the U.S. Food and Drug Administration (FDA) and there is growing concern about the quality and purity of kratom products sold in the United States. The FDA has investigated several instances of kratom products contaminated with dangerous adulterants such as heavy metals and harmful bacteria like salmonella.<sup>5,6</sup> Moreover, synthetic kratom products sold in the U.S. may contain much higher concentrations of its active compounds, increasing the risk for adverse side effects.<sup>7</sup>

## FORMULATIONS AND AVAILABILITY

People typically use kratom by swallowing raw plant matter in whole leaf or powdered form, mixing kratom powder into food or drinks, brewing the leaves for tea, or taking a liquid kratom extract.<sup>1</sup>

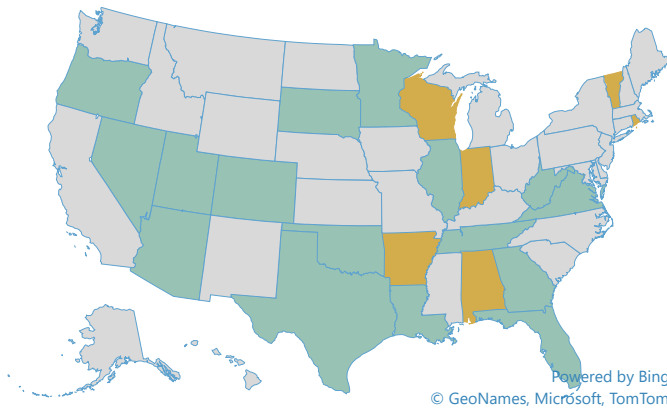
Kratom is readily available for purchase online, in gas stations and at smoke shops across the United States and in Idaho.



## EFFECTS ON THE BODY

Kratom's effects seem to be dependent on both the strain and the dosage with users citing stimulant effects at lower doses and sedative effects at higher doses.<sup>1</sup> The red vein variety of kratom is known to have pain relieving effects while the white and green vein varieties are reported to have more stimulating effects.<sup>8</sup> Common side effects include nausea, weight loss, fatigue, constipation, insomnia, dry mouth, frequent urination, and hyperpigmentation of the cheeks. Some heavy users have exhibited mild withdrawal symptoms including anger, nervousness, restlessness, depression, anxiety and insomnia.<sup>9</sup>

The FDA reports that although there have been a few deaths associated with kratom use alone, kratom is usually used in combination with other substances, making kratom's role in overdose deaths unclear.<sup>10</sup> Additionally, the FDA has noted a few cases of kratom-related substance use disorder (SUD), with individuals meeting SUD criteria such as having cravings for kratom, using more kratom than intended, and experiencing withdrawal symptoms when kratom use is stopped.



- Kratom's components are controlled substances
- Possession, sale, and/or manufacture of kratom products is regulated
- Kratom is neither controlled nor regulated

## POLICY AND REGULATION

### State of Idaho

Kratom is not currently regulated in Idaho.<sup>11</sup> Previous efforts to regulate the labeling of kratom products and ban sales to minors in Idaho have been unsuccessful.<sup>12</sup> However, some retailers may prohibit the sale of kratom to underage persons and require an ID for purchase.

### Federal

Kratom, mitragynine, and 7-hydroxymitragynine are not regulated at the federal level.<sup>11</sup> Kratom is not scheduled under the Controlled Substances Act but the DEA has identified it as a *Drug and Chemical of Concern*.<sup>13</sup> Since the FDA has not approved any products containing kratom or its active compounds, kratom may not be marketed in the U.S. as a drug product, a dietary supplement, or a food additive.<sup>10</sup>

### Other States

As of early 2024, 22 states have regulated kratom to some extent.<sup>14</sup> Alabama, Arkansas, Indiana, Rhode Island, Vermont, and Wisconsin have banned kratom completely. Sixteen states have banned the sale of kratom products to individuals under 18 or 21. Several states require kratom products to be properly labeled with directions for safe use, the concentration

of active compounds, or other requirements. Some states allow local municipalities to establish regulations around kratom.

## DATA TRENDS AND USE IN IDAHO

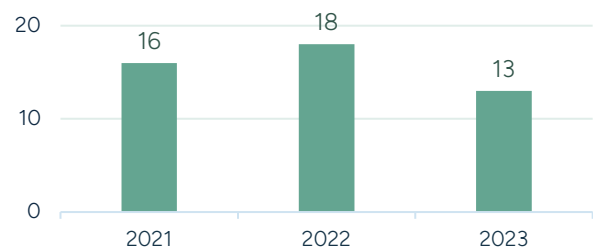
### National Trends

In 2022, the National Survey on Drug Use and Health (NSDUH) reported that approximately 1.9 million people aged 12 and older reported past year kratom use.<sup>15</sup>

### State Trends

Between 2021 and 2023, there were 64 kratom-related poison control calls in the state.<sup>16</sup> In that same time, kratom was listed as a contributing factor in the death of 47 Idahoans (*Figure 1*).<sup>17</sup> In every kratom-related death in Idaho, there has been another drug (almost always an opioid) present in the post-mortem toxicology as well (*Table 1*).

Figure 1. **Number of Kratom-Related Deaths Among Idaho Residents**



While data on kratom-related emergency department visits and emergency medical services (EMS) service calls in Idaho are limited, these data also suggest that kratom is most often used by Idahoans in combination with other legal or illicit substances.<sup>18</sup>

Table 1. **Percent of Kratom-Related Deaths Involving Co-Occurring Substances Among Idaho Residents**

	2021	2022	2023
Any Opioid	100%	94%	100%
Fentanyl	28%	28%	53%
Any Stimulant	25%	16%	38%
Methamphetamine	19%	11%	31%

## CONCLUSION

Kratom use has grown in popularity in the United States and Idaho, though concerns about kratom products' quality, potency, and unregulated status persist. While many users report benefits, the adverse effects, potential for dependence, and unregulated federal status have led to varying state responses. In Idaho, kratom remains legal and unregulated, and data indicates that kratom use among Idahoans often involves other substances, notably opioids, and has been linked to multiple poison control cases and fatalities in recent years. These findings suggest that

further research into kratom's public health impact is warranted, and individuals who use kratom should be cautious and consult with a medical provider to avoid negative health outcomes.

## NOTES

Kratom-related deaths are identified using the International Classification of Diseases, 10th Revision (ICD-10), underlying cause-of-death code T402, along with narrative information abstracted from death certificates.<sup>17</sup>

**For questions about this brief, please email [SEOW.idaho@gmail.com](mailto:SEOW.idaho@gmail.com).**

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# NOTICE OF PUBLIC HEARING

Notice is hereby given that Sandpoint will hold a public hearing on *Item # 18.* their meeting on May 13, 2026, scheduled to begin at 5:30 p.m. in Council chambers at City Hall, 1123 W. Lake St., Sandpoint, Idaho, the purpose of the public hearing is to receive public testimony regarding a proposed ordinance update to Chapter 4-3 of the Sandpoint City Code, relating to Fire Department organization, fireworks regulations, and open burning standards.

Seating within the Council Chambers is available on a first-come, first-served basis. Additional accommodations are provided in designated overflow areas outside the Chambers, where live video and audio of the meeting will be available. During public hearings and public comment periods, individuals who are not seated within the Chambers will be permitted entry into the room and are afforded the opportunity to speak from the podium.

Any written testimony to be considered at this meeting must be delivered to City Hall or by email to [cityclerk@sandpointidaho.gov](mailto:cityclerk@sandpointidaho.gov) before 5:00 p.m. on Wednesday, May 13, 2026.

Requests for special accommodations to review materials or to participate in the hearing should be directed to the City no later than two (2) business days prior to the hearing date. For the contact information, please refer to the contact information provided above.

Legal#7853 AD#48937  
April 28, 2026



## AGENDA REPORT

### City Council Meeting

**TODAY'S DATE:** April 14, 2026

**MEETING DATE:** May 6, 2026

**TO:** City Council

**FROM:** Gavin Gilcrease, Fire Chief

**SUBJECT:** Update City Code, TITLE 4, CHAPTER 3 – FIRE PREVENTION AND PROTECTION, ARTICLE A – FIRE DEPARTMENT

#### DESCRIPTION/BACKGROUND:

This ordinance update provides a comprehensive modernization and clarification of Chapter 4-3 of the Sandpoint City Code, addressing Fire Department structure, fireworks regulations, and open burning standards. The revisions retain the foundational framework of the existing code while introducing clearer definitions, enforceable safety requirements, and alignment with current fire service practices and state regulatory expectations.

Key updates to **Article A (Fire Department)** maintain the establishment and general duties of the department, while reinforcing expectations related to response, equipment readiness, and fire prevention activities. Language remains consistent with prior code intent but is clarified for operational consistency.

Revisions to **Article B (Fireworks)** preserve existing prohibitions and enforcement authority while clarifying allowable fireworks consistent with Idaho Code. The permitting authority of the Fire Chief for public displays is reaffirmed, including the ability to impose conditions and establish fees by resolution.

The most substantive changes occur in **Article C (Open Burning Regulations)**, which introduces a structured and enforceable framework for outdoor burning within city limits. This includes:

1. Clearly defined categories of burning (recreational, yard debris, warming fires, and prohibited slash piles)
2. Specific safety requirements such as attendance, clearance distances, weather limitations, and suppression readiness
3. A formal burn permit process with application requirements, issuance criteria, and revocation authority
4. Explicit prohibition of high-risk activities (e.g., slash pile burning within city limits)
5. Strengthened enforcement authority and penalty provisions

These updates improve clarity for residents, enhance firefighter and public safety, and provide defensible enforcement standards for both the Fire and Police Departments.

This ordinance update has been reviewed by the City Attorney and is presented as legally sufficient and consistent with applicable state law.

**STAFF RECOMMENDATION:**

Staff asks Council to consider approving Update request for City Code, TITLE 4, CHAPTER 3 – FIRE PREVENTION AND PROTECTION, ARTICLE A – FIRE DEPARTMENT

**ACTION:**

Staff requests City Council approve update for City Code, TITLE 4, CHAPTER 3 – FIRE PREVENTION AND PROTECTION, ARTICLE A – FIRE DEPARTMENT

**WILL THERE BE ANY FINANCIAL IMPACT? No HAS THIS ITEM BEEN BUDGETED? N/A**

**ATTACHMENTS:**

City Code TITLE 4, CHAPTER 3 – FIRE PREVENTION AND PROTECTION, ARTICLE A – FIRE DEPARTMENT with proposed updates.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SANDPOINT CITY CODE TITLE 4, CHAPTER 3, FIRE PREVENTION AND PROTECTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City desires to update and modernize Chapter 4-3 to reflect current fire service practices, improve clarity, and ensure consistency with applicable state laws and regulatory standards;

WHEREAS, the amendments retain the foundational framework and intent of the existing code while providing clearer definitions and enforceable safety requirements;

WHEREAS, updates to Article A (Fire Department) reaffirm the establishment, organization, and general duties of the department, while clarifying expectations related to emergency response, equipment readiness, and fire prevention activities;

WHEREAS, revisions to Article B (Fireworks) preserve existing prohibitions and enforcement authority while clarifying allowable fireworks in accordance with Idaho Code, and reaffirm the authority of the Fire Chief to permit and regulate public fireworks displays, including the imposition of conditions and fees established by resolution;

WHEREAS, Article C (Open Burning Regulations) is substantially revised to establish a structured and enforceable framework for outdoor burning within city limits, including:

- clearly defined categories of permitted and prohibited burning, including recreational fires, yard debris burning, warming fires, and the prohibition of slash piles; and
- specific safety requirements addressing attendance, clearance distances, weather conditions, and fire suppression readiness; and
- the establishment of a formal burn permit process, including application requirements, issuance criteria, and revocation authority; and
- explicit prohibitions on high-risk burning activities within city limits; and
- strengthened enforcement provisions and penalties;

WHEREAS, these updates are intended to improve clarity for residents, enhance public and firefighter safety, and provide clear and defensible enforcement standards for the Fire and Police Departments;

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

**ORDINANCE SECTION 1 – AMENDMENT TO CITY CODE 4-3**

City Code 4-3 is hereby amended as follows:

ORDINANCE NO. \_\_\_\_\_

- **ARTICLE A. - FIRE DEPARTMENT**

- **4-3A-1: - Department Created:**

There is hereby created a Fire Department which shall consist of a fire chief and such other personnel as may be provided for by the city council.

(Revised Code 1958)

- **4-3A-2: - Duties of Members:**

It shall be the duty of members of the Fire Department to provide for the immediate answering of all fire calls and to fight all fires in the best and most modern available methods. Members shall see to the care and maintenance of all firefighting equipment and have such equipment in constant workable condition at all times.

(Revised Code 1958)

- **4-3A-3: - Fire Prevention:**

Every possible action shall be taken by the members of the Fire Department to eliminate fire hazards and to provide for fire prevention methods and operations within the city.

(Revised Code 1958)

- **4-3A-4: - Volunteer Members:**

Any volunteer members of the Fire Department shall conduct themselves in the same manner and under the same rules and regulations as regular members of the Department. They shall respond to all fire calls according to a schedule prescribed by the chief of the Fire Department and they shall attend all meetings and drills called by the chief.

(Revised Code 1958)

- **ARTICLE B. - FIREWORKS**

- **4-3B-1: - Prohibited Acts:**

ORDINANCE NO. \_\_\_\_\_

A.

It is unlawful for any person to possess, sell, give away or discharge any firecrackers or fireworks of any kind in the city except those fireworks specifically approved by provisions of the Idaho Code.

B.

It is unlawful for any person to possess, sell, give away or discharge any firecrackers or fireworks of any kind in the city parks, and all city-owned or leased property, except those fireworks specifically approved under the provisions of Section 4-3B-2 of this Article.

(Ord. 1027, 7-21-1999)

• **4-3B-2: - Public Display Permits:**

The fire chief is hereby authorized and empowered to issue written permits for the public display or exhibition of fireworks within the territorial limits of the city. Such permits must specify the time and place for the giving of such public display or exhibition and shall prescribe the conditions governing the conduct of the same. ~~A reasonable fee for issuance of such permit shall be established by the city clerk.~~ The permit fee shall be established by city council resolution.

(Ord. 232, 9-23-1949; amd. 1983 Code)

• **4-3B-3: - Enforcement:**

It shall be the duty of the members of the Police Department and Chief of the Fire Department of the city to take such steps as may be necessary for the enforcement of this Article.

(Ord. 232, 9-23-1949; amd. 1983 Code)

• **4-3B-4: - Penalty:**

Any person violating the provisions of this Article shall be subject to a fine not to exceed three hundred dollars (\$300.00) and costs of prosecution, or by imprisonment not to exceed six (6) months, or by both such fine and imprisonment.

(Ord. 232, 9-23-1949; amd. 1983 Code)

ORDINANCE NO. \_\_\_\_\_

- **ARTICLE C: OPEN BURNING REGULATIONS**

- **4-3C-1: - General Safety Requirements**

Any person conducting open burning under this Article shall comply with the following:

- A. Constant attendance until fire is fully extinguished;
- B. Fire suppression equipment must be on site ( e.g. connected hose, fire extinguisher rated 2A minimum, or equivalent);
- C. Immediate extinguishment when high wind conditions occur or smoke creates a nuisance;
- D. Minimum fifteen (15) foot clearance from structures, property lines, and combustibles;
- E. Compliance with all DEQ air quality alerts and burn bans; and
- F. Immediate cessation if ordered by fire chief or law enforcement.

- **4-3C-2 Definitions:**

For purposes of this Article:

- A. "Open Burning" means any intentional fire set outdoors for burning wood, vegetation, or other solid fuel.
- B. "Yard debris" means leaves, grass clippings, and branches/trimmings up to three (3) inches in diameter and four (4) feet in length from routine landscape maintenance on the property.
- C. "Slash pile" means vegetative debris over three (3) cubic yards from lot clearing, tree removal, or logging operations.
- D. "High wind conditions" means sustained winds over 10 mph or gusts over 20 mph as forecasted by the National Weather Service.
- E. "Burn permit" means written authorization from the fire chief for open burning.
- F. "Burn barrel" means a metal container not exceeding fifty-five (55) gallons in capacity used for containing fires.

- **4-3C-3 Recreational Burning/Cooking Fires**

Recreational burning and cooking fires are authorized without a permit if:

- A. Contained in a manufactured fire pit, chimenea, outdoor fireplace, grill, or similar device;
- B. Section 4-3C-1 requirements are met.

ORDINANCE NO. \_\_\_\_\_

Cooking fires in city parks are prohibited except at City Beach Park using permanent grills only. Portable grills are prohibited.

- 

- **4-3C-4 Yard Debris**

Burning yard debris is authorized, with a valid burn permit issued by the fire chief or their designee. All yard debris must have been generated from the property identified on the permit. It is not permitted to bring in debris from other properties. . The requirements of Section 4-3C-1 apply at all times during burning.

- **4-3C-5 Warming Fires**

Warming fires are authorized and do not require a burn permit. Warming fires shall be contained in a burn barrel. At construction sites, only dimensional scrap lumber may be burned. Burning of laminated or pressure treated wood is prohibited. The requirements of Section 4-3C-1 apply at all times during burning.

- **4-3C-6 Slash Piles**

The burning of slash piles within city limits is prohibited. Slash piles are typically created during lot clearing or logging operations and pose a significant fire hazard as well as air quality concerns. Residents and contractors shall use alternative methods of disposal—such as chipping, hauling, or composting.

- **4-3C-7: - Burn Permits**

- A. Application: Applications for burn permits under Section 4-3C-4 shall be submitted to the Fire Department and shall include the applicant's name, address, property location, type and volume of material to be burned, and proposed burning dates.
- B. Issuance: The fire chief or designee may issue a burn permit if the proposed burning complies with this Article and can be conducted safely without creating a hazard or nuisance.
- C. Conditions: The fire chief may impose conditions on burn permits as necessary for public safety.
- D. Fees: Burn permit fees shall be established by city council resolution.

ORDINANCE NO. \_\_\_\_\_

E. Revocation: The fire chief may revoke a burn permit for violations, weather changes, or safety concerns.

• **4-3C-8: - Enforcement**

The fire chief, Fire Department members, and Police Department members shall enforce this Article. The fire chief or law enforcement may order immediate extinguishment of any fire violating this Article or otherwise creating a hazard.

• **4-3C-9: - Penalty**

Any person violating this Article shall be guilty of a misdemeanor punishable by fine not exceeding three hundred dollars (\$300.00), imprisonment not exceeding six (6) months, or both. Each day of violation constitutes a separate offense.

**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 from and after its passage, approval, and publication according to law.

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

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

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

SUMMARY OF ORDINANCE NO. \_\_\_\_\_  
Fire Prevention and Protection

AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SANDPOINT CITY CODE TITLE 4, CHAPTER 3; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Following is a summary of the provisions of Ordinance No. \_\_\_\_\_.

Ordinance Section 1 amends Sandpoint City Code Title 4, Chapter 3, as follows: Article A (Fire Department) is carried forward without substantive change, reaffirming the establishment, organization, and general duties of the Fire Department. Article B (Fireworks) is amended to provide that the fee for public display permits shall be established by city council resolution. Article C (Open Burning Regulations) is entirely new and establishes a framework for outdoor burning within city limits; including general safety requirements applicable to all open burning; defined categories of authorized burning; prohibition of slash pile burning within city limits; a formal burn permit process, including application requirements, issuance criteria, conditions, fees established by city council resolution, and revocation authority; and enforcement authority for the Fire Chief, Fire Department members, and Police Department. Violations of Article B or Article C are punishable by a fine not to exceed three hundred dollars (\$300.00), imprisonment not to exceed six (6) months, or both; each day of a continuing violation of Article C constitutes a separate offense.

Ordinance Section 2 provides for repeal and severability.

Ordinance Section 3 provides for publication and an effective date.

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

*Publish in Bonner County Daily Bee Legals once on Wednesday, \_\_\_\_\_, 2026.*

STATEMENT OF LEGAL ADVISOR

I, Zachary Jones, legal advisor for the City of Sandpoint, Idaho, have examined the summary of Ordinance No. \_\_\_\_\_, to be presented to the Sandpoint City Council on May 20, 2026, amending Sandpoint City Code Title 4, Chapter 3, pertaining to fire prevention and protection, 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

CHAPTER 3 - FIRE PREVENTION AND PROTECTION

ARTICLE A. - FIRE DEPARTMENT

4-3A-1: - Department Created:

There is hereby created a Fire Department which shall consist of a fire chief and such other personnel as may be provided for by the city council.

(Revised Code 1958)

4-3A-2: - Duties of Members:

It shall be the duty of members of the Fire Department to provide for the immediate answering of all fire calls and to fight all fires in the best and most modern available methods. Members shall see to the care and maintenance of all firefighting equipment and have such equipment in constant workable condition at all times.

(Revised Code 1958)

4-3A-3: - Fire Prevention:

Every possible action shall be taken by the members of the Fire Department to eliminate fire hazards and to provide for fire prevention methods and operations within the city.

(Revised Code 1958)

4-3A-4: - Volunteer Members:

Any volunteer members of the Fire Department shall conduct themselves in the same manner and under the same rules and regulations as regular members of the Department. They shall respond to all fire calls according to a schedule prescribed by the chief of the Fire Department and they shall attend all meetings and drills called by the chief.

(Revised Code 1958)

ARTICLE B. - FIREWORKS

4-3B-1: - Prohibited Acts:

- A. It is unlawful for any person to possess, sell, give away or discharge any firecrackers or fireworks of any kind in the city except those fireworks specifically approved by provisions of the Idaho Code.
- B. It is unlawful for any person to possess, sell, give away or discharge any firecrackers or fireworks of any kind in the city parks, and all city-owned or leased property, except those fireworks specifically approved under the provisions of Section 4-3B-2 of this Article.

(Ord. 1027, 7-21-1999)

#### 4-3B-2: - Public Display Permits:

The fire chief is hereby authorized and empowered to issue written permits for the public display or exhibition of fireworks within the territorial limits of the city. Such permits must specify the time and place for the giving of such public display or exhibition and shall prescribe the conditions governing the conduct of the same. A reasonable fee for issuance of such permit shall be established by the city clerk.

(Ord. 232, 9-23-1949; amd. 1983 Code)

#### 4-3B-3: - Enforcement:

It shall be the duty of the members of the Police Department and Chief of the Fire Department of the city to take such steps as may be necessary for the enforcement of this Article.

(Ord. 232, 9-23-1949; amd. 1983 Code)

#### 4-3B-4: - Penalty:

Any person violating the provisions of this Article shall be subject to a fine not to exceed three hundred dollars (\$300.00) and costs of prosecution, or by imprisonment not to exceed six (6) months, or by both such fine and imprisonment.

(Ord. 232, 9-23-1949; amd. 1983 Code)

**NOTICE OF PUBLIC HEARING**

The Sandpoint City Council will hold a public hearing at its regular meeting on May 20, 2026, to take public testimony regarding establishing new fees and proposed existing fee increases of more than 5%. The meeting will begin at 5:30 p.m. in Council chambers at City Hall, 1123 W. Lake St., Sandpoint, Idaho. The entire proposed fee schedule, including fees proposed to increase more than 5%, will be available for review in the meeting packet on the City's website at [www.sandpointidaho.gov](http://www.sandpointidaho.gov) and at City Hall.

Item # 20.

Proposed new fees and fees that are proposed to increase more than 5% are as follows:

Fee Description	Current	Proposed	Comments/ %change	Effective Date
<b>General City Administration</b>				
<b>Public Records Request</b>				
Hourly rate for non-residents	NEW	Varies	100.00%	IMMEDIATELY
Non-resident photocopy letter size	NEW	\$ 0.10	100.00%	IMMEDIATELY
Non-resident photocopy larger than letter size	NEW	\$ 1.00	100.00%	IMMEDIATELY
<b>Licenses and Permits</b>				
<b>City Parking Permits</b>				
Annual City Resident permit (Provides 8 hours of free parking at downtown and City Beach lots)	\$ 15.00	\$ 20.00	33.33%	IMMEDIATELY
Annual Bonner County resident permit (Provides 8 hours of free parking at downtown and City Beach lots)	\$ 30.00	\$ 35.00	16.67%	IMMEDIATELY
Reserved downtown street parking space (reserved by Police order, one day, per space, valid in the 2, 3, and 4-hour zones)	NEW	\$ 25.00	100.00%	IMMEDIATELY
Downtown street parking permit (not reserved, one day, per vehicle, valid in the 2, 3, and 4-hour zones)	NEW	\$ 10.00	100.00%	IMMEDIATELY
<b>Hourly Parking Rates (non-permit holders)</b>				
Waterfront and Downtown Parking Lots	NEW	\$ 3.00	100.00%	IMMEDIATELY
Overstay in 2-hour Street Parking Zone (Year Round)	NEW	\$ 5.00	100.00%	IMMEDIATELY
<b>Rents and Royalties</b>				
<b>Parks Field Usage</b>				
Grass Field/Diamond				
Field Use Rate - Per Hour for Group 4	NEW	\$ 60.00	100.00%	IMMEDIATELY
Memorial Field Artificial Turf/Diamonds				
Field Use Rate - Per Hour for Group 4	NEW	\$ 120.00	100.00%	IMMEDIATELY
Baseball mound set-up and take-down (by Parks staff)	NEW	\$ 270.00	100.00%	IMMEDIATELY
<b>James E. Russell Sports Center</b>				
<b>Annual Membership (billed monthly)</b>				
Young Adult (19-25)	NEW	\$ 29.00	100.00%	IMMEDIATELY
<b>Monthly Membership (billed monthly)</b>				
Young Adult (19-25)	NEW	\$ 39.00	100.00%	IMMEDIATELY
<b>Community Room (max capacity of 50)</b>				
Standard party rate (food and drink)	NEW	\$ 100.00	100.00%	IMMEDIATELY
Non-profit party rate (food and drink)	NEW	\$ 50.00	100.00%	IMMEDIATELY
Room in use in conjunction with court rental	NEW	\$ 25.00	100.00%	IMMEDIATELY
<b>Community Room + canopy area</b>				
Standard party rate (food and drink)	NEW	\$ 150.00	100.00%	IMMEDIATELY
Non-profit party rate (food and drink)	NEW	\$ 75.00	100.00%	IMMEDIATELY
Food truck parking (five vehicle spaces in front of canopy area)	NEW	\$ 25.00	100.00%	IMMEDIATELY
<b>Recreation Programs</b>				
<b>Youth Programs</b>				
Tennis lessons (2-day program)	NEW	\$ 23.00	100.00%	IMMEDIATELY
Tennis lessons (4-day program)	NEW	\$ 45.00	100.00%	IMMEDIATELY
Sandpoint Tennis Camp	NEW	\$ 150.00	100.00%	IMMEDIATELY
Track & Field	NEW	\$ 100.00	100.00%	IMMEDIATELY
Small boat sailing lessons	NEW	\$ 150.00	100.00%	IMMEDIATELY
Keelboat sailing	NEW	\$ 365.00	100.00%	IMMEDIATELY
Swim lessons at City Beach (parent and child, per child)	NEW	\$ 50.00	100.00%	IMMEDIATELY
Swim lessons at City Beach (child only, ages 4+, per child)	NEW	\$ 100.00	100.00%	IMMEDIATELY
Basketball skills & drills (4-day program)	NEW	\$ 60.00	100.00%	IMMEDIATELY
Chess Festival MS/HS Division	NEW	\$ 10.00	100.00%	IMMEDIATELY
Chess Festival Elementary Division	NEW	\$ 7.00	100.00%	IMMEDIATELY
<b>Adult Programs</b>				
Chess festival open division	NEW	\$ 12.00	100.00%	IMMEDIATELY
Annual Paddlers' Challenge	NEW	\$ 20.00	100.00%	IMMEDIATELY
Coed softball league with umpires (per team = \$365 player fee + \$300 sponsor fee)	NEW	\$ 665.00	100.00%	IMMEDIATELY
Coed softball league without umpires (per team = \$183 player fee + \$182 sponsor fee)	NEW	\$ 365.00	100.00%	IMMEDIATELY
Coed Volleyball league	NEW	\$ 350.00	100.00%	IMMEDIATELY
<b>Downtown Street decorative banner installation (non-City event or group)</b>				
0-20 banners installed & uninstalled	NEW	\$ 200.00	100.00%	IMMEDIATELY
21-30 banners installed & uninstalled	NEW	\$ 300.00	100.00%	IMMEDIATELY
31+ banners installed & uninstalled	NEW	\$ 400.00	100.00%	IMMEDIATELY
<b>Sand Volleyball Courts</b>				
per court charge - 4 courts available	\$ 7.00	\$ 10.00	42.86%	10/1/2026
maximum charge for all 6 courts combined	\$ 168.50	\$ 200.00	18.69%	10/1/2026
<b>Community Development and Public Works Services</b>				
<b>Planning &amp; Engineering</b>				
<b>Notifications: Public Hearing and/or Adjacent Properties</b>				
Published notice	NEW	\$ 200.00	100.00%	10/1/2026
Public notice mailings	NEW	\$ 1.50	100.00%	10/1/2026
<b>Development Permitting (flat fee + notification fee)</b>				
Conditional Use Permit (CUP) on sites >1 acre	NEW	\$ 3,000.00	100.00%	IMMEDIATELY
Conditional Use Permit (CUP) on sites ≤1 acre	NEW	\$ 1,000.00	100.00%	IMMEDIATELY
<b>Water Install/Materials</b>				
3/4 inch meter/transponder only (supply and install)	\$ 383.50	\$ 424.00	10.56%	10/1/2026
1 inch (M55) meter/transponder only (supply and install)	\$ 603.50	\$ 649.75	7.66%	10/1/2026
1.5 inch meter/transponder (supply and install)	\$ 1,128.00	\$ 1,188.50	5.36%	10/1/2026
<b>Hydrant/Use/Fill Station</b>				
Hydrant/Fill Station Permit (annual permit-one vehicle inspection)	\$ 32.24	\$ 100.00	210.17%	IMMEDIATELY
Additional Vehicle Inspection	NEW	\$ 63.50	100.00%	IMMEDIATELY
Volume Charge - per 1,000 gallons	\$ 4.64	\$ 8.12	75.00%	IMMEDIATELY
<b>Water</b>				
Irrigation Volume Charge - per 1,000 gallons	\$ 7.49	\$ 8.12	8.36%	9/16/2026
<b>Wastewater</b>				
Wastewater - Commercial I (Non-grease Producer) - Fixed Monthly Rate	\$ 114.22	\$ 122.79	7.50%	9/16/2026
Volume Charge - per 1,000 gallons (0 to 6,000 gallons)	\$ 14.03	\$ 15.08	7.48%	9/16/2026
Volume Charge - per 1,000 gallons (over 6,000 gallons)	\$ 16.13	\$ 17.34	7.50%	9/16/2026
Wastewater - Commercial II (Grease Producer) - Fixed Monthly Rate	\$ 127.76	\$ 137.99	8.00%	9/16/2026
Volume Charge - per 1,000 gallons	\$ 23.81	\$ 25.71	7.98%	9/16/2026

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To request special accommodation to participate in this hearing, contact the City at least 48 hours prior to the meeting at [city@sandpointidaho.gov](mailto:city@sandpointidaho.gov), 208-263-3310.



## AGENDA REPORT

### City Council Meeting

**TODAY'S DATE:** May 11, 2026

**MEETING DATE:** May 20, 2026

**TO:** Mayor and City Council

**FROM:** Sarah Lynds, Finance Director and Department Heads/City Staff

**SUBJECT:** Deliberation/Decision: Proposed Resolution Adopting New City Fees and Approving Changes to Existing Fees and Fee Schedule – **action item**

**DESCRIPTION/BACKGROUND:** On an annual basis, the City Council reviews all City Fees, not just the fees where changes are proposed. You will find included in this packet a listing of all City Fees. The blue highlights are all changes being proposed and underline / ~~strike through~~ are changes to current wording.

At this time, proposed fee changes of greater than 5% and all NEW fees are:

### Proposed NEW Fees:

#### Public Record Requests

- Per Idaho Code 74-102 (10) (g) when a non-resident of Idaho requests a public record the City is able to recoup the actual costs for the records provided. These are not new fees to the City fee schedule but Idaho residents are allowed 2 free hours and 100 free printed pages where this amended law allows the City to recoup all time and copies from a non-resident.

#### Downtown One-day Parking Permits

- Reserved downtown street parking space (reserved by police order, one day, per space, valid in the 2, 3, and 4-hour zones): **\$25.00.**
  - This permit is intended for organizers of private special events at locations downtown that would like to reserve spaces in front of their building to facilitate loading and unloading or access for guests.
  - Example: Panida wants to park a raffle boat directly in front of the Panida during a fundraising event.
  - Example: The Hive wants two spots reserved for delivery of Christmas trees for the Festival of Trees event.
- Downtown street parking permit (not reserved, one day, per vehicle, valid in the 2, 3, and 4-hour zones): **\$10.00**
  - Intended for contractors or others who require extended stay parking on downtown streets for 1-4 days and for whom a \$40 one-month street parking permit is not needed.

- For those needing all-day parking in the 2-hour zone (where street parking permits are not valid) this option will be cheaper than paying the overstay rate beyond the 2 hours everyone gets for free.

### Hourly Parking Rates

- Waterfront parking lots: **\$3.00**
- Downtown parking lot: **\$3.00**
- Overstay in 2-hour street parking zone (year-round): **\$5.00**

### Park Field Usage

- Addition of Group 4 facility use rates (Non-sporting private events – weddings, parties, etc.)
  - Grass Field/Diamond Hourly Use Rate: **\$60.00**
  - Artificial turf field hourly use rate: **\$120.00**
- Baseball mound set-up and take-down by park staff: **\$270.00**

### James E Russell Sports Center

- Young Adult monthly membership (age 19-25): **\$39.00**
- Young Adult annual membership: **\$29.00/month**
- Community Room Rental:
  - Standard party rate (with food and drink): **\$100.00/hr**
  - Non-profit party rate: **\$50.00/hr**
  - Room use in conjunction with court rental: **\$25.00/hr**
- Community Room + Canopy Area Rental:
  - Standard party rate (with food and drink): **\$150.00/hr**
  - Non-profit party rate: **\$75.00/hr**
  - Food truck parking (five vehicle spaces in front of canopy area): **\$25.00/hr**

### Recreation

- Youth tennis lesson (2 days): \$23.00
- Youth Tennis lesson (4 days): \$45.00
- Youth track & field: \$100
- Chess Festival:
  - Open division (city resident): \$12.00
  - MS/HS Division: \$10.00
  - Elementary Division: \$7.00
- Sandpoint Tennis Camp: \$150.00
- Annual Paddlers' Challenge: \$20.00 / boat
- Youth small boat sailing lessons: \$150.00
- Keelboat sailing: \$150.00
- Open Junior sailing: \$365.00
- Swim lessons at City Beach:
  - Parent and child: \$50.00 / child
  - Ages \$4+: \$100 / child
- Adult Coed Softball League
  - With umpires: \$665 per team (\$300 sponsor fee + \$365 player fees)
  - Without umpires: \$365 per team (\$182 sponsor fee + \$183 player fees)

- Adult Coed Volleyball: \$350.00 per team
- Youth basketball skills and drills (4-days): \$60.00

### Downtown Streets

- Decorative banner installation (non-city event or group)
  - 0-20 banners: **\$200.00**
  - 21-30 banners: **\$300.00**
  - 31+ banners: **\$400.00**

### Planning

- Published Notice: **\$200.00**. Covers cost of publishing a notice in the Daily Bee
- Public Notice mailings: **\$1.50 per address per round of noticing**. Covers cost of postage and printing of envelopes and materials by staff.
- Development Permitting
  - CUP on sites >1 acre: **\$3,000.00**.
  - CUP on sites <1 acre: **\$1,000.00**.
  - Replaces flat \$4,000 CUP fee to reflect amount of staff work and resources that accompany processing of permits for larger v. smaller projects.

## **Proposed Fee Increases Greater Than 5%:**

### City Parking Permits

- Annual City Resident Permit: Fee is increasing from \$15.00 (a rate established before a parking provider had been selected and actual cost of permit was known) to \$20.00 in order to cover the actual cost of the permit to the City.
- Bonner County Resident Permit: Fee is increasing from \$30.00 to \$35.00 to cover actual cost of permit to City.

### Park, Moorage and Recreation (not JER)

- Sand volleyball courts private rental
  - **\$10.00 per court per hour**
  - Maximum charge for all courts combined (per day): **\$200.00**

### Water Install/Materials

- ¾, 1 and 1.5 inch meter/transponder supply and install proposed increase from 5.36% to 10.56% due to material cost increase.

### Hydrant Use/Fill Station

- The Water Utility is installing a stand-alone bulk fill station. Use of this station will require each vehicle to be inspected. The water from this fill station will be used primarily during peak season and is not discharged to the sewer system. Accordingly, the applicable rate for this water demand aligns with irrigation water rates established in the City Rate Study.

### Water and User Monthly Rates

- Rate increases are based on the rate study performed by FCS Group and presented at the Council meeting on February 15, 2023. This is the fifth equity change/increase from the rate study, effective September 16, 2026 (November 2026 Utility Billing to customers).

**Wastewater User Monthly Rates**

- Rate increases are based on the rate study performed by FCS Group and presented at the Council meeting March 1, 2023. This is the fifth equity change/increase from the rate study, effective September 16, 2026 (November 2026 Utility Billing to customers).

**STAFF RECOMMENDATION:** Approve the proposed new fees and fee increases greater than 5%. Also approve the fees that are proposed to decrease or increase 5%; no public hearing needed.

**ACTION:** Motion to adopt all new fees and fee changes.

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

**ATTACHMENTS:**

- 1) Resolution approving the changes to the City Fees
- 2) City Fee Schedule reflecting changes to existing fees and proposed NEW fees

No: 26-  
Date: May 20, 2026

RESOLUTION  
OF THE CITY COUNCIL  
CITY OF SANDPOINT

**TITLE: ADOPTION OF NEW CITY FEES AND APPROVAL OF CHANGES TO EXISTING FEES AND FEE SCHEDULE**

WHEREAS: Pursuant to Idaho Code § 63-1311A, proposed new City fees or fee increases in excess of five percent (5%) require a public hearing prior to approval;

WHEREAS: A notice listing such fees and the date and time of the public hearing was published in the Bonner County Daily Bee, the City’s newspaper of record, on May 12 and 19, 2026; and

WHEREAS: City Council held a public hearing on May 20, 2026, to accept public testimony regarding these fees.

NOW, THEREFORE, BE IT RESOLVED THAT: The new fees and fee increases greater than 5% that were the subject of the public hearing are hereby approved and adopted, with effective dates as noted.

BE IT FURTHER RESOLVED THAT: Fee increases of 5% or less, eliminated fees, and any revised fee descriptions/labeling, as reflected on the attached chart, are also hereby approved and adopted, with effective dates as noted.

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

ATTEST:

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

## City of Sandpoint Fees

Description	Fee	Proposed Fees FY2027	% Change	Comments	Effective Date of Change	Effective Date	Authority (Resolution, Ordinance or Code)
<i>General City Administration</i>							
Candidate Filing Fee	\$ 40.00						I.C. 50-406
Foreign Funds Processing Fee	\$ 20.00					10/1/2023	Res 23-63
Returned Check/ACH Fee - Incoming and Outgoing	\$ 20.00					10/1/2017	Res 17-53
Development Impact Fees							
Total Impact Fee Residential (per housing unit by square feet)							
Under 600	\$ 5,328.00			per housing unit		1/1/2026	Res 25-031
600 to 1,000 - Avg MF	\$ 7,125.00			per housing unit		1/1/2026	Res 25-031
1,000 to 1,400	\$ 9,521.00			per housing unit		1/1/2026	Res 25-031
1,400 to 1,800 - Avg SF	\$ 11,246.00			per housing unit		1/1/2026	Res 25-031
1,800 to 2,200	\$ 12,571.00			per housing unit		1/1/2026	Res 25-031
2,200 to 2,600	\$ 13,643.00			per housing unit		1/1/2026	Res 25-031
2,600 to 3,000	\$ 14,136.00			per housing unit		1/1/2026	Res 25-031
3,000 or more	\$ 15,887.00			per housing unit		1/1/2026	Res 25-031
Total Impact Fee Non-Residential (per 1,000 sf)							
Retail	\$ 6,446.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Office	\$ 4,926.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Institutional	\$ 4,860.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Light Industrial	\$ 2,227.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Manufacturing	\$ 2,209.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Warehousing	\$ 759.000			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Mini-Warehouse	\$ 643.000			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Lodging (per room)	\$ 7,703.00			per room		1/1/2026	Res 25-031
Parks & Recreation Residential (per housing unit by square feet)							
Under 600	\$ 2,216.00			per housing unit		1/1/2026	Res 25-031
600 to 1,000 - Avg MF	\$ 3,080.00			per housing unit		1/1/2026	Res 25-031
1,000 to 1,400	\$ 4,232.00			per housing unit		1/1/2026	Res 25-031
1,400 to 1,800 - Avg SF	\$ 5,074.00			per housing unit		1/1/2026	Res 25-031
1,800 to 2,200	\$ 5,717.00			per housing unit		1/1/2026	Res 25-031
2,200 to 2,600	\$ 6,227.00			per housing unit		1/1/2026	Res 25-031
2,600 to 3,000	\$ 6,471.00			per housing unit		1/1/2026	Res 25-031
3,000 or more	\$ 7,313.00			per housing unit		1/1/2026	Res 25-031
Parks & Recreation Non-Residential (per 1,000 sf)							
Retail	\$ 219.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Office	\$ 336.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Institutional	\$ 295.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Light Industrial	\$ 162.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Manufacturing	\$ 195.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Warehousing	\$ 35.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Mini-Warehouse	\$ 30.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Lodging (per room)	\$ 4,210.00			per room		1/1/2026	Res 25-031
Police Residential (per housing unit by square feet)							
Under 600	\$ 109.00			per housing unit		1/1/2026	Res 25-031
600 to 1,000 - Avg MF	\$ 151.00			per housing unit		1/1/2026	Res 25-031
1,000 to 1,400	\$ 207.00			per housing unit		1/1/2026	Res 25-031
1,400 to 1,800 - Avg SF	\$ 249.00			per housing unit		1/1/2026	Res 25-031
1,800 to 2,200	\$ 280.00			per housing unit		1/1/2026	Res 25-031
2,200 to 2,600	\$ 305.00			per housing unit		1/1/2026	Res 25-031
2,600 to 3,000	\$ 317.00			per housing unit		1/1/2026	Res 25-031
3,000 or more	\$ 358.00			per housing unit		1/1/2026	Res 25-031
Police Non-Residential (per 1,000 sf)							
Retail	\$ 436.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Office	\$ 228.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Institutional	\$ 227.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Light Industrial	\$ 103.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Manufacturing	\$ 100.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Warehousing	\$ 36.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Mini-Warehouse	\$ 31.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Lodging (per room)	\$ 206.00			per room		1/1/2026	Res 25-031
Fire Residential (per housing unit by square feet)							
Under 600	\$ 216.00			per housing unit		1/1/2026	Res 25-031
600 to 1,000 - Avg MF	\$ 300.00			per housing unit		1/1/2026	Res 25-031
1,000 to 1,400	\$ 412.00			per housing unit		1/1/2026	Res 25-031
1,400 to 1,800 - Avg SF	\$ 494.00			per housing unit		1/1/2026	Res 25-031
1,800 to 2,200	\$ 556.00			per housing unit		1/1/2026	Res 25-031
2,200 to 2,600	\$ 606.00			per housing unit		1/1/2026	Res 25-031
2,600 to 3,000	\$ 630.00			per housing unit		1/1/2026	Res 25-031
3,000 or more	\$ 712.00			per housing unit		1/1/2026	Res 25-031
Fire Non-Residential (per 1,000 sf)							
Retail	\$ 882.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Office	\$ 461.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Institutional	\$ 458.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Light Industrial	\$ 207.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031

### City of Sandpoint Fees

Description	Fee	Proposed Fees FY2027	% Change	Comments	Effective Date of Change	Effective Date	Authority (Resolution, Ordinance or)
Manufacturing	\$ 203.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Warehousing	\$ 73.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Mini-Warehouse	\$ 62.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Lodging (per room)	\$ 410.00			per room		1/1/2026	Res 25-031
<b>Transportation Streets Residential (per housing unit by square feet)</b>							
Under 600	\$ 2,181.00			per housing unit		1/1/2026	Res 25-031
600 to 1,000 - Avg MF	\$ 2,812.00			per housing unit		1/1/2026	Res 25-031
1,000 to 1,400	\$ 3,654.00			per housing unit		1/1/2026	Res 25-031
1,400 to 1,800 - Avg SF	\$ 4,248.00			per housing unit		1/1/2026	Res 25-031
1,800 to 2,200	\$ 4,709.00			per housing unit		1/1/2026	Res 25-031
2,200 to 2,600	\$ 5,090.00			per housing unit		1/1/2026	Res 25-031
2,600 to 3,000	\$ 5,257.00			per housing unit		1/1/2026	Res 25-031
3,000 or more	\$ 5,872.00			per housing unit		1/1/2026	Res 25-031
<b>Transportation Streets Non-Residential (per 1,000 sf)</b>							
Retail	\$ 3,841.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Office	\$ 3,053.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Institutional	\$ 3,036.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Light Industrial	\$ 1,373.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Manufacturing	\$ 1,339.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Warehousing	\$ 481.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Mini-Warehouse	\$ 407.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Lodging (per room)	\$ 2,251.00			per room		1/1/2026	Res 25-031
<b>Transportation Pathways Residential (per housing unit by square feet)</b>							
Under 600	\$ 606.00			per housing unit		1/1/2026	Res 25-031
600 to 1,000 - Avg MF	\$ 782.00			per housing unit		1/1/2026	Res 25-031
1,000 to 1,400	\$ 1,016.00			per housing unit		1/1/2026	Res 25-031
1,400 to 1,800 - Avg SF	\$ 1,181.00			per housing unit		1/1/2026	Res 25-031
1,800 to 2,200	\$ 1,309.00			per housing unit		1/1/2026	Res 25-031
2,200 to 2,600	\$ 1,415.00			per housing unit		1/1/2026	Res 25-031
2,600 to 3,000	\$ 1,461.00			per housing unit		1/1/2026	Res 25-031
3,000 or more	\$ 1,632.00			per housing unit		1/1/2026	Res 25-031
<b>Transportation Pathways Non-Residential (per 1,000 sf)</b>							
Retail	\$ 1,068.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Office	\$ 848.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Institutional	\$ 844.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Light Industrial	\$ 382.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Manufacturing	\$ 372.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Warehousing	\$ 134.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Mini-Warehouse	\$ 113.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Lodging (per room)	\$ 626.00			per room		1/1/2026	Res 25-031
Parking In Lieu of requirement	\$ 25,000.00			per space		10/1/2025	Res 25-031
Public Records Request							
Hourly rate (charged only when the response totals more than 100 pages OR response time takes more than 2 hours OR redacting is necessary) for Idaho residents		varies		Per Idaho Code § 74-102(10)(e) "the per hour pay rate of the lowest paid administrative staff employee or public official of the public agency who is necessary and qualified to process the request."		5/18/2011	Res 11-21
Hourly rate for non-residents		varies		NEW Per Idaho Code § 74-102(10)(g) "cannot exceed actual costs"		IMMEDIATELY	
Idaho resident photocopy "regular" letter size (only when more than 100 pages)	\$ 0.10			per page after the first 100 pages (charged only when more than 100 pgs.)		5/18/2011	Res 11-21
Non-resident photocopy "regular" letter size (only when more than 100 pages)		\$0.10		NEW per page		IMMEDIATELY	
Idaho resident photocopy 17x24+larger than letter size (only when more than 100 pages)	\$ 1.00			per page after the first 100 pages (charged only when more than 100 pgs.)		5/18/2011	Res 11-21
Non-resident photocopy 17x24+larger than letter size (only when more than 100 pages)		\$1.00		NEW per page		IMMEDIATELY	
Local Option Sales Tax							
Occupancy/lodging tax	14%			collected from hotels, motels, and other short term rentals		1/1/2023	Ord 1399
<b>Licenses and Permits</b>							
Alcohol catering permit	\$ 20.00			Per Day - up to 5 days - Idaho Code § 23-934A		12/16/1999	Ord 1035
Late application processing fee - Alcohol catering permit	\$ 20.00			Applications submitted less than 13 days prior to event		10/1/2023	Res 23-63
Liquor by the drink license	\$ 562.50			Idaho Code § 23-916 - transfer \$56.25 (10%)		12/21/1987	Res 87-41
Beer off premises license	\$ 50.00			Idaho Code § 23-1016 - transfer \$5.00 (10%)		12/21/1987	Res 87-41
Beer on premises license	\$ 200.00			Idaho Code § 23-1016 - transfer \$20.00 (10%)		12/21/1987	Res 87-41
Wine license	\$ 200.00			Idaho Code § 23-1016 - transfer \$20.00 (10%)		12/21/1987	Res 87-41
Burn permit	\$ 12.50	\$ 13.00	4.00%	valid for 10 days		10/1/2026	Res 25-031
Business License							
Business License	\$ 61.50	\$ 63.15	2.68%	See Ord. 1277, per City Code 3-11-6		10/1/2026	Res 25-031
Business License Renewal	\$ 31.00	\$ 31.85	2.74%	See Ord. 1277, per City Code 3-11-10		10/1/2026	Res 25-031
Temporary Business License	\$ 24.60	\$ 25.25	2.64%	40% of general Business License fee		10/1/2026	Res 25-031
Business License change/update	\$ 30.75	\$ 31.60	2.76%			10/1/2026	Res 25-031
Business License late fee	\$ 50.00			per City Code 3-11-6		10/1/2023	Res 23-063

### City of Sandpoint Fees

Description	Fee	Proposed Fees FY2027	% Change	Comments	Effective Date of Change	Effective Date	Authority (Resolution, Ordinance or Code)
Business Use Permit	\$ 31.00	\$ 31.85	2.74%		10/1/2026	10/1/2025	Res 25-031
Oversized Truck or Load Permit							
Traffic Control Plan Review - cost per permit	\$ 290.00			per City Code 6-1-12-5		10/1/2025	Res 25-031
Vehicle Enforcement Escort Fees - cost per hour per officer	\$ 66.33	\$ 68.15	2.74%	per hour (2 hours minimum)	10/1/2026	10/1/2025	Res 25-031
Special Event Permit							
Small Event - Fewer than 51 participants	\$ 40.00	\$ 41.25	3.03%		10/1/2026	10/1/2025	Res 25-031
Medium Event - 51 to 499 participants	\$ 117.00	\$ 120.25	2.70%		10/1/2026	10/1/2025	Res 25-031
Large Scale Event - 500 or more participants	\$ 351.00	\$ 360.50	2.71%		10/1/2026	10/1/2025	Res 25-031
OR Three (3) or more factors apply: * Includes a route that will close or alter traffic on a street arterial or connector (parade, race, bike ride) * Police officers or private security required to protect public safety * Alcohol will be served or sold * Structural or electrical permits required							
City electrical usage	\$ 29.50	\$ 30.30	2.71%	per day (unless otherwise specified in permit/agreement)	10/1/2026	10/1/2025	Res 25-031
Sign/Equipment Replacement Fees							
Cones	\$ 58.75	\$ 60.35	2.72%	each	10/1/2026	10/1/2025	Res 25-031
Candle Sticks and Base	\$ 58.75	\$ 60.35	2.72%	each	10/1/2026	10/1/2025	Res 25-031
A-frames	\$ 76.00	\$ 78.10	2.76%	each	10/1/2026	10/1/2025	Res 25-031
Barricades (sign and stand)	\$ 350.25	\$ 359.70	2.70%	each	10/1/2026	10/1/2025	Res 25-031
"No Parking" signs	\$ 5.00	\$ 5.15	3.00%	each	10/1/2026	10/1/2025	Res 25-031
Event Changes (e.g., date, location or other substantive changes requiring additional review)						10/1/2025	Res 25-031
during application review process	calculated			25% of Application Fee, minimum \$30		10/1/2025	Res 25-031
after application fully approved or permit issued	calculated			50% of Application Fee, minimum \$60		10/1/2025	Res 25-031
Late application - received 14-20 days prior to Event	calculated			50% of Application Fee, minimum \$50		10/1/2025	Res 25-031
Late application - received 7-13 days prior to Event	calculated			100% of Application Fee, minimum \$100		10/1/2025	Res 25-031
Park Special Events/Commercial Events Permit	\$ 64.50	\$ 66.25	2.71%	per hour	10/1/2026	10/1/2025	Res 25-031
Park Special Events/Commercial Events Permit	\$ 385.00	\$ 395.40	2.70%	per 8 hour event	10/1/2026	10/1/2025	Res 25-031
City Parking Permits							
Annual City Resident <del>pass</del> <u>permit</u>	\$ 15.00	\$ 20.00	33.33%	Provides <del>3-6</del> <u>8</u> hours of free parking at downtown and City Beach lots	IMMEDIATELY	10/1/2025	Res 25-031
Annual Bonner County resident <del>pass</del> <u>permit</u>	\$ 30.00	\$ 35.00	16.67%	Provides <del>2-4</del> <u>8</u> hours of free parking at downtown and City Beach lots	IMMEDIATELY	10/1/2025	Res 25-031
Monthly downtown <del>business-employee street parking permit</del> <u>pass</u>	\$ 40.00			All-day parking in all lots and in 3 and 4-hour street parking zones		10/1/2025	Res 25-031
Monthly downtown resident <del>pass</del>	<del>\$ 80.00</del>			<del>Unlimited parking in all lots, all-day parking in 3 and 4-hour street parking-zones</del>		<del>10/1/2025</del>	<del>Res 25-031</del>
Marina Slip Occupant <del>permit</del> <u>pass</u>	\$ 150.00	\$ 100.00	-33.33%	Unlimited parking at Dock Street and City Beach lots	IMMEDIATELY	10/1/2025	Res 25-031
Reserved downtown street parking space (reserved by police order, one day, per space, valid in the 2, 3, and 4-hour zones)	\$ 25.00			NEW per day	IMMEDIATELY		
Downtown street parking permit (not reserved, one day, per vehicle, valid in the 2, 3, and 4-hour zones)	\$ 10.00			NEW per day	IMMEDIATELY		
Hourly Parking Rates (non-permit holders)							
Waterfront and Downtown Parking Lots	\$ 3.00			NEW per hour	IMMEDIATELY		
Overstay in 2-hour Street Parking Zone (Year Round)	\$ 5.00			NEW per hour	IMMEDIATELY		
Boat Launch fees							
Idaho state registered boat launch fee	\$ 10.00			per launch at City Beach and War Memorial Field		10/1/2025	Res 25-031
Out-of-state registered boat launch fee	\$ 15.00			per launch at City Beach and War Memorial Field		10/1/2025	Res 25-031
Boat launch season pass - Idaho state registered boat	\$ 50.00			unlimited launches at City Beach and War Memorial Field		10/1/2025	Res 25-031
Boat launch season pass - Out-of-state registered boat	\$ 100.00			unlimited launches at City Beach and War Memorial Field		10/1/2025	Res 25-031
Pawn License Fee for establishment (each pawnbroker also needs background check - see Public Safety Services)	\$ 123.00	\$ 126.35	2.72%	per establishment for initial and annual license, per City Code 3-5-2	10/1/2026	10/1/2025	Res 25-031
Peddlers registration							
Bonner County residents	\$ 92.00	\$ 94.50	2.72%	per City Code 3-4-6	10/1/2026	10/1/2025	Res 25-031
Idaho residents	\$ 154.50	\$ 158.70	2.72%	per City Code 3-4-6	10/1/2026	10/1/2025	Res 25-031
Out-of-State	\$ 276.25	\$ 284.00	2.81%	per City Code 3-4-6	10/1/2026	10/1/2025	Res 25-031
Surety Bond	\$ 1,000.00			per City Code 3-4-6		10/1/2025	Res 25-031
Taxicab License for vehicle (drivers also need annual background check - See Public Safety Services)	\$ 98.00	\$ 100.65	2.70%	per cab, per City Code 3-4-5	10/1/2026	10/1/2025	Res 25-031
Short-Term Rental							
Non-Owner-Occupied	<del>\$ 235.00</del>	<del>\$ 241.35</del>	<del>2.70%</del>	Initial Permit	<del>10/1/2026</del>	<del>10/1/2025</del>	<del>Res 25-031</del>
	<del>\$ 175.50</del>	<del>\$ 180.25</del>	<del>2.71%</del>	Annual Renewal	<del>10/1/2026</del>	<del>10/1/2025</del>	<del>Res 25-031</del>
Waitlist Fee for placement on non-owner-occupied STR waitlist. (The Permit Fee is paid when applicant has been removed from the waitlist.)	\$ 25.00	\$ 25.70	2.80%			10/1/2025	Res 25-031
Owner-Occupied & Non-Owner-Occupied outside residential zones	<del>\$ 175.50</del>	<del>\$ 180.25</del>	<del>2.71%</del>	Initial Permit	<del>10/1/2026</del>	<del>10/1/2025</del>	<del>Res 25-031</del>
	<del>\$ 117.50</del>	<del>\$ 120.65</del>	<del>2.68%</del>	Annual Renewal	<del>10/1/2026</del>	<del>10/1/2025</del>	<del>Res 25-031</del>
Short-Term Rental Violation Penalty	<del>\$ 113.25</del>	<del>\$ 116.30</del>	<del>2.69%</del>	per day, in accordance with Code 3-12-5-6	<del>10/1/2026</del>	<del>10/1/2025</del>	<del>Res 25-031</del>
<b>Rents and Royalties</b>							
Bald Mountain/Other Transmitter Site Lease							
Application Fee	\$ 270.50	\$ 275.91	2.00%		10/1/2026	10/1/2025	Res 25-031
Rent up to 2500 sq feet of Land Area							

### City of Sandpoint Fees

Description	Fee	Proposed Fees FY2027	% Change	Comments	Effective Date of Change	Effective Date	Authority (Resolution, Ordinance or Code)	
Gov't Entities and 501(c)(3) Charities	\$ 1,461.80	\$ 1,491.04	2.00%		10/1/2026	10/1/2025	Res 25-031	
All Other Entities	\$ 3,881.19	\$ 3,958.82	2.00%		10/1/2026	10/1/2025	Res 25-031	
Additional Area Rent over 2500 square feet								
Gov't Entities and 501(c)(3) Charities	\$ 0.521	\$ 0.532	2.00%		10/1/2026	10/1/2025	Res 25-031	
All Other Entities	\$ 0.898	\$ 0.916	2.00%		10/1/2026	10/1/2025	Res 25-031	
Rent per Radio Unit								
Gov't Entities and 501(c)(3) Charities	\$ 366.80	\$ 374.14	2.00%		10/1/2026	10/1/2025	Res 25-031	
All Other Entities	\$ 1,006.27	\$ 1,026.40	2.00%		10/1/2026	10/1/2025	Res 25-031	
"Receive Only" Rent	50% of Rent					1/6/2021	Res 21-02	
"Diversity Receivers" Rent	50% of Rent					1/6/2021	Res 21-02	
"Transmit Only" Rent	100% of Rent					1/6/2021	Res 21-02	
Cellular and Wireless Broadband Communications								
annual base rent	\$ 23,623.66	\$ 24,096.13	2.00%		10/1/2026	10/1/2025	Res 25-031	
annual fee per unit	\$ 541.01	\$ 551.83	2.00%		10/1/2026	10/1/2025	Res 25-031	
Road Use Fee (Bald Mountain Site only)	\$ 525.00					10/1/2024	Res 24-061	
Community Hall Rental								
Non-commercial, not-for-profit use (see below)								
Entire facility	\$ 30.00	\$ 30.80	2.67%	per hour	10/1/2026	10/1/2025	Res 25-031	
Maximum charge	\$ 210.00	\$ 215.65	2.69%	per day	10/1/2026	10/1/2025	Res 25-031	
Commercial or for-profit use use (see below)								
Entire facility	\$ 60.00	\$ 61.60	2.67%	per hour	10/1/2026	10/1/2025	Res 25-031	
Maximum charge	\$ 420.00	\$ 431.35	2.70%	per day	10/1/2026	10/1/2025	Res 25-031	
<i>Non-commercial, not-for-profit use: Private or public events or programs organized by non-profit groups or not-for-profit community organizations, which may or may not charge tuition or fees, at which no sales or commercial activity will take place.</i>							10/1/2025	Res 25-031
<i>Commercial or for-profit use use: Private or public events organized by community groups that may or may not charge tuition or fees or any event intended to raise money, receive payments, solicit customers or donations. This category includes commercial events organized by non-profits (auctions, bazaars, craft fairs, markets) and all activities organized by businesses (company luncheon, employee appreciation party, etc).</i>							10/1/2025	Res 25-031
Dances	\$ 81.90	\$ 84.15	2.75%	flat fee	10/1/2026	10/1/2025	Res 25-031	
Deposit for beer/wine served	\$ 234.50	\$ 240.85	2.71%	non-refundable	10/1/2026	10/1/2025	Res 25-031	
Community Garden Plot								
7'x7' Plot	\$ 35.25	\$ 36.20	2.70%	per season	10/1/2026	10/1/2025	Res 25-031	
4'x8' Plot	\$ 29.00	\$ 29.80	2.76%	per season	10/1/2026	10/1/2025	Res 25-031	
Fiber Optic Network Lease Fees								
Indefeasible Right of Use (IRU) Lease Lump Sum One-Time Fee per zone (Downtown and Airport)								
6-strand minimum	\$ 4,358.00	\$ 4,475.65	2.70%	per strand	10/1/2026	10/1/2025	Res 25-031	
13 - 24 strands	\$ 2,905.00	\$ 2,983.45	2.70%	per strand	10/1/2026	10/1/2025	Res 25-031	
25+ strands	\$ 1,453.00	\$ 1,492.25	2.70%	per strand	10/1/2026	10/1/2025	Res 25-031	
IRU Lease Annual Maintenance Fee per zone (Downtown and Airport)								
up to 24 strands	\$ 410.00	\$ 421.00	2.68%	per strand	10/1/2026	10/1/2025	Res 25-031	
25+ strands	\$ 205.00	\$ 210.50	2.68%	per strand	10/1/2026	10/1/2025	Res 25-031	
Dark Fiber Monthly Lease Fee per zone (Downtown and Airport)	\$ 185.00	\$ 190.00	2.70%	per strand	10/1/2026	10/1/2025	Res 25-031	
Dark Fiber Lease Application Fee	\$ 308.00	\$ 316.35	2.71%	one-time fee	10/1/2026	10/1/2025	Res 25-031	
Splicing Fee	cost + 15%					2/15/2017	Res 25-031	
Empty Conduit Sleeve Lease	\$ 0.615	\$ 0.632	2.76%	per foot per year	10/1/2026	10/1/2025	Res 25-031	
Bridge Crossing Conduit Sleeve Lease	\$ 1,230.00	\$ 1,263.25	2.70%	per sleeve per year	10/1/2026	10/1/2025	Res 25-031	
Conduit Lease Application Fee	\$ 308.00	\$ 316.35	2.71%	one-time fee	10/1/2026	10/1/2025	Res 25-031	
Parks Field Usage								
Change Fee - field use - within 7 days of event (all City fields, all groups)	\$ 20.00	\$ 20.55	2.75%	All Groups	10/1/2026	10/1/2025	Res 25-031	
Grass Field/Diamond								
Field Use Rate - Per Hour (Practice)	\$ 10.00	\$ 10.25	2.50%	Group 1	10/1/2026	10/1/2025	Res 25-031	
Field Use Rate - Per Hour (Practice)	\$ 15.00	\$ 15.40	2.67%	Group 2	10/1/2026	10/1/2025	Res 25-031	
Field Use Rate - Per Hour (Practice)	\$ 30.00	\$ 30.85	2.83%	Group 3	10/1/2026	10/1/2025	Res 25-031	
Field Use Rate - Per Hour	\$	\$ 60.00	NEW	Group 4	IMMEDITAELY			
Field Use Rate - Per Hour (Game or scrimmage)	\$ 20.00	\$ 20.55	2.75%	Group 1	10/1/2026	10/1/2025	Res 25-031	
Field Use Rate - Per Hour (Game or scrimmage)	\$ 30.00	\$ 30.85	2.83%	Group 2	10/1/2026	10/1/2025	Res 25-031	
Field Use Rate - Per Hour (Game or scrimmage)	\$ 60.00	\$ 61.65	2.75%	Group 3	10/1/2026	10/1/2025	Res 25-031	
Tournament Fee - Per Day - Per Facility - Add Hrly Field Use	\$ 250.00	\$ 256.75	2.70%	All Groups	10/1/2026	10/1/2025	Res 25-031	
Memorial Field Artificial Turf/Diamonds								
Field Use Rate - Per Hour (Practice)	\$ 20.00	\$ 20.55	2.75%	Group 1	10/1/2026	10/1/2025	Res 25-031	
Field Use Rate - Per Hour (Practice)	\$ 25.00	\$ 25.65	2.60%	Group 2	10/1/2026	10/1/2025	Res 25-031	
Field Use Rate - Per Hour (Practice)	\$ 60.00	\$ 61.65	2.75%	Group 3	10/1/2026	10/1/2025	Res 25-031	
Field Use Rate - Per Hour	\$	\$ 120.00	NEW	Group 4	IMMEDITAELY			
Field Use Rate - Per Hour (Game or scrimmage)	\$ 40.00	\$ 41.10	2.75%	Group 1	10/1/2026	10/1/2025	Res 25-031	
Field Use Rate - Per Hour (Game or scrimmage)	\$ 50.00	\$ 51.35	2.70%	Group 2	10/1/2026	10/1/2025	Res 25-031	
Field Use Rate - Per Hour (Game or scrimmage)	\$ 120.00	\$ 123.50	2.92%	Group 3	10/1/2026	10/1/2025	Res 25-031	
* Bleachers - outside of normal setup	\$ 300.00	\$ 308.10	2.70%	All Groups	10/1/2026	10/1/2025	Res 25-031	
*Baseball mound set-up and take-down (by Parks staff)	\$	\$ 270.00	NEW		IMMEDITAELY			
Tournament Fee - Per Day - In addition to Hrly Field Use	\$ 250.00	\$ 256.75	2.70%	All Groups	10/1/2026	10/1/2025	Res 25-031	
* City Staff on Site - Per Hour - per request/required	\$ 55.00	\$ 56.50	2.73%	All Groups	10/1/2026	10/1/2025	Res 25-031	

### City of Sandpoint Fees

Description	Fee	Proposed Fees FY2027	% Change	Comments	Effective Date of Change	Effective Date	Authority (Resolution, Ordinance or Code)
* Trash Removal - Per Day	\$ 40.00	\$ 41.10	2.75%	All Groups	10/1/2026	10/1/2025	Res 25-031
* Grandstands/Field Cleaning - 1 Game	\$ 500.00	\$ 513.50	2.70%	All Groups	10/1/2026	10/1/2025	Res 25-031
* Grandstands/Field Cleaning - Multi game/tournament/per day	\$ 650.00	\$ 667.55	2.70%	All Groups	10/1/2026	10/1/2025	Res 25-031
Annual Home Field Replacement Rate	\$ 12,000.00			Lake Pend Oreille School District (LPOSD) Contribution		10/1/2025	Res 25-031
Max Charge per tournament	\$ 4,000.00			All Groups		11/5/2025	Res 25-044
If hourly field use, tournament fee daily rate, and out of area team fees exceed tournament max then tournament max applies.							
Charges above/below applicable in addition to Tournament Max Fee							
<i>Explanation of Parks Field/Sport Center Usage Groups:</i>							
Group 1 - City-hosted events, leagues or programs						10/1/2025	Res 25-031
Group 2 - Local nonprofit sporting groups and LPOSD						10/1/2025	Res 25-031
Group 3 - For-profit sporting groups or non-profit groups based outside Bonner County						10/1/2025	Res 25-031
Group 4 - Non-sporting private events (weddings, parties, etc.)					IMMEDIATELY		
Memorial Field Ticketed Events							
Ticketed Event Revenue flat fees charged based on projected attendance							
0-100 attendees	\$ 200.00			Effective rate: \$2 per attendee		10/1/2025	Res 25-031
101 - 250 attendees	\$ 400.00			Effective rate: \$1.60-\$3.96 per attendee		10/1/2025	Res 25-031
251 - 500 attendees	\$ 750.00			Effective rate: \$1.50 - \$2.99 per attendee		10/1/2025	Res 25-031
501 - 1,500 attendees	\$ 2,000.00			Effective rate: \$1.33 - \$4.00 per attendee		10/1/2025	Res 25-031
1,501 - 2,500 attendees	\$ 4,000.00			Effective rate: \$1.60 - \$2.67 per attendee		10/1/2025	Res 25-031
Festival at Sandpoint (including Comp & Season Pass holders)	\$ 2.15	\$ 2.20	2.33%	per ticket	10/1/2026	10/1/2025	Res 25-031
<i>Organizer is responsible for selecting the appropriate attendance tier when submitting the field reservation request. No refunds will be issued for actual attendance below the selected tier.</i>							
James E. Russell Sports Center							
Annual Memberships (billed monthly)							
General	\$ 79.00			Annual, billed monthly		8/20/2025	Res 25-031
Bonner and Boundary County residents	\$ 49.00			Annual, billed monthly		8/20/2025	Res 25-031
Sandpoint residents and employees of City of Sandpoint, Bonner County, and LPOSD	\$ 39.00			Annual, billed monthly		8/20/2025	Res 25-031
<u>Young Adult (19-25)</u>		\$ 29.00	NEW	Annual, billed monthly	IMMEDIATELY		
Youth (0-18)	\$ -			Annual		8/20/2025	Res 25-031
<i>Annual memberships require 12-months of payment. If an annual membership is cancelled, payment for unused months will be billed at time of cancellation.</i>							
Monthly Memberships							
General	\$ 99.00			Monthly		8/20/2025	Res 25-031
Bonner and Boundary County residents	\$ 69.00			Monthly		8/20/2025	Res 25-031
Sandpoint residents and employees of City of Sandpoint, Bonner County, and LPOSD	\$ 59.00			Monthly		8/20/2025	Res 25-031
<u>Young Adult (19-25)</u>		\$ 39.00	NEW	Monthly	IMMEDIATELY		
Youth (0-18)	\$ -			Monthly		8/20/2025	Res 25-031
<i>Annual and monthly membership includes unlimited daily access to facility at no additional charge.</i>							
Corporate Memberships							
4 individual employees (employment verification required)	\$ 1,500.00			Annual		8/20/2025	Res 25-031
Additional corporate employee (employment verification required)	\$ 300.00			Annual		3/4/2026	Res 26-015
Member pause fees							
City of Sandpoint resident member	\$ 10.00			Monthly		3/4/2026	Res 26-011
Bonner and Boundary County resident member	\$ 15.00			Monthly		3/4/2026	Res 26-011
General member	\$ 20.00			Monthly		3/4/2026	Res 26-011
Member reactivation fees							
City of Sandpoint resident member (2x monthly membership fee)	\$ 78.00			one time		3/4/2026	Res 26-011
Bonner and Boundary County resident member (2x monthly membership fee)	\$ 98.00			one time		3/4/2026	Res 26-011
General member (2x monthly membership fee)	\$ 158.00			one time		3/4/2026	Res 26-011
Non-Member drop-in play							
all sports, year-round	\$ 15.00			per person (court space not guaranteed)		8/20/2025	Res 25-031
<del>Community Court Time, all sports</del>							
<del>Sandpoint City Resident</del>	<del>Free</del>			<del>per person</del>		<del>8/21/2024</del>	<del>Res 24-061</del>
<del>Non-City Resident</del>	<del>\$ 5.00</del>			<del>per person</del>		<del>8/21/2024</del>	<del>Res 24-061</del>
Community Room (max capacity of 50)							
Standard meeting rate (no food or drink)	\$ 50.00			per hour		8/21/2024	Res 24-061
Non-profit meeting rate (no food or drink)	\$ 25.00			per hour		8/21/2024	Res 24-061
Standard party rate (food and drink)	\$ 100.00		NEW	per hour	IMMEDIATELY		
Non-profit party rate (food and drink)	\$ 50.00		NEW	per hour	IMMEDIATELY		
Room in use in conjunction with court rental	\$ 25.00		NEW		IMMEDIATELY		
<u>Community Room + canopy area</u>							
Standard party rate (food or drink)	\$ 150.00		NEW	per hour	IMMEDIATELY		
Non-profit party rate (food or drink)	\$ 75.00		NEW	per hour	IMMEDIATELY		
Food truck parking (five vehicle spaces in front of canopy area)	\$ 25.00		NEW	per hour	IMMEDIATELY		
Private court rental							
LPOSD Tennis and local paddle/racquet sports groups	\$ 20.00			per hour, per court		8/20/2025	Res 25-031
Local sporting group (non-paddle/racquet sports)	\$ 40.00			per hour, per court		8/20/2025	Res 25-031
<i>Non-sporting event rates negotiated based on organizer's needs, number of participants, and court set-up/modifications needed</i>							

### City of Sandpoint Fees

Description	Fee	Proposed Fees FY2027	% Change	Comments	Effective Date of Change	Effective Date	Authority (Resolution, Ordinance or Contract)
<b>Recreation Programs</b>							
<b>Youth Programs</b>							
Tennis lessons (2-day program)	\$	23.00	NEW		IMMEDIATELY		
Tennis lessons (4-day program)	\$	45.00	NEW		IMMEDIATELY		
Sandpoint Tennis Camp	\$	150.00	NEW		IMMEDIATELY		
Track & Field	\$	100.00	NEW		IMMEDIATELY		
Small boat sailing lessons	\$	150.00	NEW		IMMEDIATELY		
Keelboat sailing	\$	365.00	NEW		IMMEDIATELY		
Swim lessons at City Beach (parent and child)	\$	50.00	NEW	per child	IMMEDIATELY		
Swim lessons at City Beach (child only, ages 4+)	\$	100.00	NEW	per child	IMMEDIATELY		
Basketball skills & drills (4-day program)	\$	60.00	NEW		IMMEDIATELY		
Chess Festival MS/HS Division	\$	10.00	NEW		IMMEDIATELY		
Chess Festival Elementary Division	\$	7.00	NEW		IMMEDIATELY		
<b>Adult Programs</b>							
Chess festival open division	\$	12.00	NEW		IMMEDIATELY		
Annual Paddlers' Challenge	\$	20.00	NEW	per boat	IMMEDIATELY		
Coed softball league (with umpires)	\$	665.00	NEW	per team = \$365 player fee + \$300 sponsor fee	IMMEDIATELY		
Coed softball league (without umpires)	\$	365.00	NEW	per team = \$183 player fee + \$182 sponsor fee	IMMEDIATELY		
Coed Volleyball league	\$	350.00	NEW	per team	IMMEDIATELY		
<b>Jeff Jones Town Square</b>							
Commercial	\$	29.30	\$ 30.10	2.73%	per hour; \$200/day maximum (\$50.00 refundable deposit)	10/1/2026	10/1/2025 Res 25-031
Non-commercial	\$	58.40	\$ 60.00	2.74%	per event (\$50.00 refundable deposit)	10/1/2026	10/1/2025 Res 25-031
<b>Downtown Street decorative banner installation (non-City event or group)</b>							
0-20 banners installed & uninstalled	\$	200.00	NEW		IMMEDIATELY		
21-30 banners installed & uninstalled	\$	300.00	NEW		IMMEDIATELY		
31+ banners installed & uninstalled	\$	400.00	NEW		IMMEDIATELY		
<b>Moorage - Tour Boat</b>							
Moorage - Visitor	\$	4,152.00	\$ 4,264.00	2.70%	per season	10/1/2026	10/1/2025 Res 25-031
<b>Moorage - City Residents</b>							
Moorage 20'	\$	45.00	\$ 46.25	2.78%	per day	10/1/2026	10/1/2025 Res 25-031
Moorage 30'	\$	55.00	\$ 56.50	2.73%	per day	10/1/2026	10/1/2025 Res 25-031
Moorage 35'	\$	65.00	\$ 66.75	2.69%	per day	10/1/2026	10/1/2025 Res 25-031
Moorage 24' Windbag 100 dock	\$	33.05	\$ 33.95	2.72%	per dock ft. (fixed dock)	10/1/2026	10/1/2025 Res 25-031
Moorage 20' Windbag 200 dock/City Beach	\$	39.05	\$ 40.10	2.69%	per dock ft. (floating dock)	10/1/2026	10/1/2025 Res 25-031
Moorage 24' Windbag 200, 300, 400, 500, 600 & 700 docks	\$	39.55	\$ 40.60	2.65%	per dock ft. (floating dock)	10/1/2026	10/1/2025 Res 25-031
Moorage 30' Windbag 600 dock/City Beach	\$	41.25	\$ 42.35	2.67%	per dock ft. (floating dock)	10/1/2026	10/1/2025 Res 25-031
Moorage 35' City Beach	\$	42.05	\$ 43.20	2.73%	per dock ft. (floating dock)	10/1/2026	10/1/2025 Res 25-031
Laser Deck	\$	220.70	\$ 226.65	2.70%	Windbag Laser & Sunfish	10/1/2026	10/1/2025 Res 25-031
Hobie Deck	\$	440.95	\$ 452.85	2.70%	Windbag hobie / thistle, etc.	10/1/2026	10/1/2025 Res 25-031
<b>Moorage - Bonner County Residents</b>							
Moorage 24' Windbag 100 dock	\$	41.30	\$ 42.45	2.78%	per dock ft. (fixed dock)	10/1/2026	10/1/2025 Res 25-031
Moorage 20' Windbag 200 dock/City Beach	\$	48.85	\$ 50.20	2.76%	per dock ft. (floating dock)	10/1/2026	10/1/2025 Res 25-031
Moorage 24' Windbag 200, 300, 400, 500, 600 & 700 docks	\$	49.45	\$ 50.80	2.73%	per dock ft. (floating dock)	10/1/2026	10/1/2025 Res 25-031
Moorage 30' Windbag 600 dock/City Beach	\$	51.60	\$ 53.00	2.71%	per dock ft. (floating dock)	10/1/2026	10/1/2025 Res 25-031
Moorage 35' City Beach	\$	52.55	\$ 54.00	2.76%	per dock ft. (floating dock)	10/1/2026	10/1/2025 Res 25-031
Laser Deck 5' Beam	\$	275.80	\$ 283.25	2.70%	Windbag laser & sunfish	10/1/2026	10/1/2025 Res 25-031
Hobie Deck 10' Beam	\$	551.30	\$ 566.20	2.70%	Windbag hobie / thistle, etc.	10/1/2026	10/1/2025 Res 25-031
<b>Moorage - Outside Bonner County Residents</b>							
Moorage 24' Windbag 100 dock	\$	51.65	\$ 53.05	2.71%	per dock ft. (fixed dock)	10/1/2026	10/1/2025 Res 25-031
Moorage 20' Windbag 200 dock/City Beach	\$	60.95	\$ 62.60	2.71%	per dock ft. (floating dock)	10/1/2026	10/1/2025 Res 25-031
Moorage 24' Windbag 200, 300, 400, 500, 600 & 700 docks	\$	61.75	\$ 63.45	2.75%	per dock ft. (floating dock)	10/1/2026	10/1/2025 Res 25-031
Moorage 30' Windbag 600 dock/City Beach	\$	64.45	\$ 66.20	2.72%	per dock ft. (floating dock)	10/1/2026	10/1/2025 Res 25-031
Moorage 35' City Beach	\$	65.65	\$ 67.45	2.74%	per dock ft. (floating dock)	10/1/2026	10/1/2025 Res 25-031
Laser Deck 5' Beam	\$	344.70	\$ 354.00	2.70%	Windbag laser & sunfish	10/1/2026	10/1/2025 Res 25-031
Hobie Deck 10' Beam	\$	689.45	\$ 708.10	2.71%	Windbag hobie / thistle, etc.	10/1/2026	10/1/2025 Res 25-031
<b>Moorage Local Invasive Species Fee</b>							
Transient	\$	7.40	\$ 7.60	2.70%	per day	10/1/2026	10/1/2025 Res 25-031
Moored	\$	25.85	\$ 26.55	2.71%	annual with moorage	10/1/2026	10/1/2025 Res 25-031
<b>RV Park Rate</b>							
<b>May - October</b>							
Low - 40' site	\$	50.00	\$ 51.35	2.70%	per night + applicable lodging taxes	10/1/2026	10/1/2025 Res 25-031
High - 55' site	\$	65.00	\$ 66.75	2.69%	per night + applicable lodging taxes	10/1/2026	10/1/2025 Res 25-031
Event Weekend Low - 40' site	\$	80.00	\$ 82.15	2.69%	per night + applicable lodging taxes	10/1/2026	10/1/2025 Res 25-031
Event Weekend High - 55' site	\$	105.00	\$ 107.85	2.71%	per night + applicable lodging taxes	10/1/2026	10/1/2025 Res 25-031
<b>November - April</b>							
Low - 40' site	\$	40.00	\$ 41.10	2.75%	per night + applicable lodging taxes	10/1/2026	10/1/2025 Res 25-031
High - 55' site	\$	50.00	\$ 51.35	2.70%	per night + applicable lodging taxes	10/1/2026	10/1/2025 Res 25-031
<b>Picnic shelters</b>							
City resident	\$	64.55	\$ 66.30	2.71%	per day	10/1/2026	10/1/2025 Res 25-031
Non-City resident	\$	75.90	\$ 77.95	2.70%	per day	10/1/2026	10/1/2025 Res 25-031
<b>Sand Volleyball Courts</b>							

### City of Sandpoint Fees

Description	Fee	Proposed Fees FY2027	% Change	Comments	Effective Date of Change	Effective Date	Authority (Resolution, Ordinance or Code)
Tennis and Basketball Courts							
per court charge - 4 courts available	\$ 7.00	\$ 10.00	42.86%	per hour	10/1/2026	10/1/2025	Res 25-031
maximum charge for all 4 courts combined	\$ 168.50	\$ 200.00	18.69%	per day	10/1/2026	10/1/2025	Res 25-031
Travers, Lakeview or City Beach Tennis Courts or Pine St., Hickory, & Beach basketball court, per hour.							
Outdoor court rental, per hour	\$ 5.00	\$ 5.15	3.00%	Per court, Group 1	10/1/2026	10/1/2025	Res 25-031
Outdoor court rental, per hour	\$ 10.00	\$ 10.25	2.50%	Group 2	10/1/2026	10/1/2025	Res 25-031
Outdoor court rental, per hour	\$ 15.00	\$ 15.40	2.67%	Group 3	10/1/2026	10/1/2025	Res 25-031
<i>Court reservations required for private groups, leagues, clubs, or team practices. Drop-in play by community members is first come first served with no charge.</i>							
<i>Please see "Explanation of Parks Field/Sport Center Usage Groups" above, under Parks "Field Usage".</i>							
Shooting Range							
Day Pass	\$ 10.00					10/1/2025	Res 25-031
Season Pass (general public)	\$ 75.00					10/1/2025	Res 25-031
Season Pass (Bonner County Sportsman Association member)	\$ 25.00					10/1/2025	Res 25-031
<b>Fines</b>							
Parking Citations							
First offense - parking over allowed time	\$ 50.00					10/1/2022	Res 22-51
Second offense parking over allowed time - 12-mo period	\$ 100.00					10/1/2022	Res 22-51
Third or more offense parking over allowed time - 12-mo period	\$ 150.00					10/1/2022	Res 22-51
Parked facing the wrong direction	\$ 25.00					10/1/2023	Res 23-63
Handicapped parking violation	\$ 150.00					1/1/2015	Res 14-60
Parking in violation of signage	\$ 100.00					10/1/2021	Res 21-45
All other parking offenses	\$ 50.00			Including but not limited to: Parking in loading zones and other prohibited areas, Blocking a pedestrian passage/alley or driveway, Hydrant parking - within 15 feet		10/1/2021	Res 21-45
Late fee after 14 days	\$ 25.00					6/20/2007	Res 07-44
Negligent Vehicle Impound Fees	\$ 150.00					10/1/2022	Res 22-51
Parking Ticket Scofflaw Program Administration Fee	\$ 25.00					8/17/2016	Res 16-66
Boat Citations							
Boat Parking Violation	\$ 110.00					10/1/2024	Res 24-061
Dog Citations							
First offense - running at large, barking dog, etc.	\$ 50.00					10/1/2022	Res 22-51
Second offense - running at large, barking dog, etc.	\$ 100.00					10/1/2022	Res 22-51
Third offense - running at large, barking dog, etc.	\$ 150.00					10/1/2022	Res 22-51
Animal Impound Fee	\$ 100.00			Per Animal		8/21/2024	Res 24-061
<b>Public Safety Services</b>							
Background checks	\$ 81.20	\$ 83.40	2.71%		10/1/2026	10/1/2025	Res 25-031
Background check for taxicab drivers	\$ 81.20	\$ 83.40	2.71%	per driver for initial or annual background check, per City Code 3-4-5	10/1/2026	10/1/2025	Res 25-031
Background check for pawnbrokers	\$ 81.20	\$ 83.40	2.71%	per pawnbroker for initial or annual background check	10/1/2026	10/1/2025	Res 25-031
Driver Safety Education	\$ 81.20	\$ 83.40	2.71%	Course through Police Dept.	10/1/2026	10/1/2025	Res 25-031
Fingerprints	\$ 40.45	\$ 41.55	2.72%		10/1/2026	10/1/2025	Res 25-031
Polygraph	\$ 270.65	\$ 277.95	2.70%		10/1/2026	10/1/2025	Res 25-031
Abandoned vehicle							
Before notice in paper	\$ 135.60	\$ 139.25	2.69%		10/1/2026	10/1/2025	Res 25-031
After notice in paper	\$ 202.95	\$ 208.45	2.71%		10/1/2026	10/1/2025	Res 25-031
Fire System Review	see comments			based on cost of service only		10/1/2025	Res 25-031
Fire Inspection							
Follow-up review	\$ 30.45	\$ 31.25	2.63%	per hour	10/1/2026	10/1/2025	Res 25-031
Site visits (multiple visits)	\$ 30.45	\$ 31.25	2.63%	per hour	10/1/2026	10/1/2025	Res 25-031
Research (complex/comprehensive)	\$ 30.45	\$ 31.25	2.63%	per hour	10/1/2026	10/1/2025	Res 25-031
Fire Watch	\$ 80.00	\$ 82.15	2.69%	per hour (4 hour minimum)	10/1/2026	10/1/2025	Res 25-031
Fire Standby Services	\$ 268.00	\$ 275.25	2.71%	per hour (4 hour minimum)	10/1/2026	10/1/2025	Res 25-031
False Alarm (police and fire)							
1st & 2nd in one year	\$ 192.95	\$ 198.15	2.69%		10/1/2026	10/1/2025	Res 25-031
3rd in one year	\$ 385.90	\$ 396.35	2.71%	each	10/1/2026	10/1/2025	Res 25-031
4th thru 6th in one year	\$ 644.15	\$ 661.55	2.70%	each	10/1/2026	10/1/2025	Res 25-031
7th thru 9th in one year	\$ 1,291.40	\$ 1,326.25	2.70%	each	10/1/2026	10/1/2025	Res 25-031
10th and over in one year	\$ 10.65	\$ 10.95	2.82%		10/1/2026	10/1/2025	Res 25-031
Police Clearance Letter	\$ 1.17	\$ 1.20	2.56%	per photo, per page	10/1/2026	10/1/2025	Res 25-031
Copies w/color photos (Police Dept.)							
<b>Community Development and Public Works Services</b>							
Commercial Property Assessed Capital Expenditure (C-PACE) Program	\$ 500.00			Application Fee		3/4/2026	Res 26-010
Expedited Processing Fee (Planning and Building)	\$ 61.25	\$ 62.90	2.69%		10/1/2026	10/1/2025	Res 25-031
General (Planning, Building, Right of Way - Streets, Stormwater, Water, and Wastewater)							
City Hourly Labor Rate - Administration/Inspection	\$ 79.25	\$ 81.40	2.71%		10/1/2026	10/1/2025	Res 25-031
City Hourly Labor Rate - Streets, Water, Wastewater Crews	\$ 47.25	\$ 48.55	2.75%		10/1/2026	10/1/2025	Res 25-031
City Hourly Rate - Equipment	Varies			per the Rental Rate Blue Book for Construction Equipment; where no Blue Book rate exists, FEMA rates shall apply		10/1/2020	Res 20-39
City Supplied Materials	cost +15%			pass-through plus administrative percentage		10/1/2020	Res 20-39

### City of Sandpoint Fees

Description	Fee	Proposed Fees FY2027	% Change	Comments	Effective Date of Change	Effective Date	Authority (Resolution, Ordinance or Code)
External/Outsourced Professional Services (as required to determine code compliance)	cost +15%			pass-through actual cost, plus administrative percentage; applicable to any professional service fee, as required, due to increase volume of applications and/or staff vacancies		10/1/2020	Res 20-39
Planning & Engineering							
All application fees include up to two (2) completeness reviews						10/1/2020	Res 20-39
Additional Reviews, required in excess of standard	cost +15%					10/1/2020	Res 20-39
See 'Building Plan Check Fee' Category below for Zoning Review						10/1/2020	Res 20-39
<del>Amendment of approved application</del>				50% of current application fee		10/18/2006	Res 06-76
First pre-application meeting				no cost for 1 meeting up to 1 hour		10/1/2025	Res 25-031
Additional pre-application meetings	\$ 475.50	\$ 488.35	2.70%	per 1 hour meeting, calculated based on city hourly labor rate x 6 staff expected to participate in pre-app meetings.	10/1/2026	10/1/2025	Res 25-031
Notifications: Public Hearing and/or Adjacent Properties							
Published notice		\$200.00	NEW	per round of noticing	10/1/2026		
Public notice mailings		\$1.50	NEW	per address & per round of noticing	10/1/2026		
<del>Short Plat, Site Plan Review or equivalent minor permit</del>	<del>\$ 300.00</del>	<del>\$ 308.10</del>	<del>2.70%</del>	<del>in addition to application fee, includes one round of noticing</del>	<del>10/1/2026</del>	10/1/2025	Res 25-031
<del>CUP, Subdivision, Rezoning and Code or Comp Plan Amendments</del>	<del>\$ 600.00</del>	<del>\$ 616.20</del>	<del>2.70%</del>	<del>in addition to application fee, includes two rounds of noticing</del>	<del>10/1/2026</del>	10/1/2025	Res 25-031
<del>Planned Unit Development</del>	<del>\$ 1,200.00</del>	<del>\$ 1,232.40</del>	<del>2.70%</del>	<del>in addition to application fee, includes four rounds of noticing</del>	<del>10/1/2026</del>	10/1/2025	Res 25-031
<i>Fee applies to new application or request to amend previously approved application.</i>						10/1/2025	Res 25-031
Land Subdivisions							
<del>Short Plat or Replat where resulting lots &lt; 1 acre</del>	<del>\$ 825.00</del>	<del>\$ 847.25</del>	<del>2.70%</del>	<del>flat fee + Preliminary Engineering fee + notification fee</del>	<del>10/1/2026</del>	10/1/2025	Res 25-031
Lot Line Adjustment	\$ 825.00	\$ 847.25	2.70%	flat fee + Preliminary Engineering fee + notification fee	10/1/2026	10/1/2025	Res 25-031
<del>Flagpole Lot</del>	<del>\$ 825.00</del>	<del>\$ 847.25</del>	<del>2.70%</del>	<del>flat fee + Preliminary Engineering fee + notification fee</del>	<del>10/1/2026</del>	10/1/2025	Res 25-031
Preliminary Subdivision Plat or Short Plat where resulting lots > 1 acre	\$ 3,500.00	\$ 3,594.50	2.70%	flat fee + Preliminary Engineering fee + notification fee	10/1/2026	10/1/2025	Res 25-031
Subdivision Final Plat	\$ 1,500.00	\$ 1,540.50	2.70%	flat fee + notification fee	10/1/2026	10/1/2025	Res 25-031
Planned Unit Development (PUD) Preliminary Development Plan	\$ 3,500.00	\$ 3,594.50	2.70%	flat fee + notification fee	10/1/2026	10/1/2025	Res 25-031
Planned Unit Development (PUD) Final Development Plan	\$ 3,500.00	\$ 3,594.50	2.70%	flat fee + notification fee	10/1/2026	10/1/2025	Res 25-031
Development Permitting							
Substandard Lot Waiver	\$ 1,700.00	\$ 1,746.00	2.71%	flat fee + notification fee	10/1/2026	10/1/2025	Res 25-031
Site Plan Review Permit	\$ 1,700.00	\$ 1,746.00	2.71%	flat fee + notification fee	10/1/2026	10/1/2025	Res 25-031
<del>Conditional Use Permit (CUP) or non-conforming use permit</del>	<del>\$ 4,000.00</del>	<del>\$ 4,108.00</del>	<del>2.70%</del>	<del>flat fee + notification fee</del>	<del>10/1/2026</del>	10/1/2025	Res 25-031
Conditional Use Permit (CUP) on sites >1 acre		\$3,000.00	NEW	flat fee + notification fee	IMMEDIATELY		
Conditional Use Permit (CUP) on sites ≤1 acre		\$1,000.00	NEW	flat fee + notification fee	IMMEDIATELY		
Food Truck CUP	\$ 300.00	\$ 308.10	2.70%	flat fee + notification fee	10/1/2026	10/1/2025	Res 25-031
Variance	\$ 1,500.00	\$ 1,540.50	2.70%	flat fee + notification fee	10/1/2026	10/1/2025	Res 25-031
Additional Fees							
Development Agreement	\$ 4,000.00	\$ 4,108.00	2.70%	flat fee + attorney costs	10/1/2026	10/1/2025	Res 25-031
Rezone, Comprehensive Plan Change or Code Amendment	\$ 4,000.00	\$ 4,108.00	2.70%	flat fee + notification fee (2x for rezone + Comp Plan change)	10/1/2026	10/1/2025	Res 25-031
Right of Way (ROW) Vacation	\$ 1,500.00	\$ 1,540.50	2.70%	flat fee+ notification fee	10/1/2026	10/1/2025	Res 25-031
<i>Fees apply to new applications or requests to amend previously-approved permits.</i>						10/1/2025	Res 25-031
<i>PUDs, Comp Plan Amendments, Rezones, or Preliminary plats larger than 30 lots that put extraordinary demands on staff time may, upon the mayor's determination, be required to enter into a cost-recovery agreement whereby staff time and/or consultant costs is tracked and billed to the applicant.</i>						10/1/2025	Res 25-031
Appeal or rehearing	\$ 564.00	\$ 579.25	2.70%	plus notification fee	10/1/2026	10/1/2025	Res 25-031
Public Infrastructure - Major (subdivisions, new/substantial public improvements, land use actions)							
Engineering Review - Preliminary Review	\$ 299.00	\$ 307.00	2.68%	no approvals; planning purposes only	10/1/2026	10/1/2025	Res 25-031
Engineering Review - Streets, Sidewalks, Frontage, Other	\$ 299.00	\$ 307.00	2.68%	includes (2) reviews	10/1/2026	10/1/2025	Res 25-031
Engineering Review - Traffic, TGD	\$ 149.00	\$ 153.00	2.68%	per review	10/1/2026	10/1/2025	Res 25-031
Engineering Review - Traffic, TIA	\$ 373.00	\$ 383.00	2.68%	per review	10/1/2026	10/1/2025	Res 25-031
Engineering Review - Stormwater - one acre or less	\$ 299.00	\$ 307.00	2.68%	per review	10/1/2026	10/1/2025	Res 25-031
Engineering Review - Stormwater - Greater than one acre	\$ 448.00	\$ 460.00	2.68%	per review	10/1/2026	10/1/2025	Res 25-031
Engineering Inspection - Preconstruction	\$ 149.00	\$ 153.00	2.68%	per inspection	10/1/2026	10/1/2025	Res 25-031
Engineering Inspections - Punchlist and Final	\$ 299.00	\$ 307.00	2.68%	per inspection	10/1/2026	10/1/2025	Res 25-031
Engineering Inspections - Additional Inspections	\$ 149.00	\$ 153.00	2.68%	per inspection	10/1/2026	10/1/2025	Res 25-031
Sign Permits							
Sign Permit	minimum \$75			same as building permit fee structure		10/1/2025	Res 25-031
Sign Permit Special Banner	\$ 97.25	\$ 100.00	2.83%	per permit/per event	10/1/2026	10/1/2025	Res 25-031
Sign - Mural	\$ 299.00	\$ 307.00	2.68%		10/1/2026	10/1/2025	Res 25-031
Master Sign Program	\$ 186.00	\$ 191.00	2.69%		10/1/2026	10/1/2025	Res 25-031
Honorary Street Sign Application	\$ 186.00	\$ 191.00	2.69%	per application	10/1/2026	10/1/2025	Res 25-031
Honorary Street Sign	\$ 124.50	\$ 127.85	2.69%	each	10/1/2026	10/1/2025	Res 25-031
Watershed - Use Permit							
Watershed, New Use/Activity	\$ 597.00	\$ 613.15	2.71%	includes processing, review, inspections, and approval	10/1/2026	10/1/2025	Res 25-031
External/Outsourced Professional Services (as required to determine code compliance)	cost + 15%			pass-through administrative percentage		4/7/2021	Res 21-17
Mechanical/HVAC Permits							
Residential							
Base Permit	\$ 100.00					10/1/2021	Res 21-45
Plan Check or Technical Service Fee	\$ 65.00			per hour		10/1/2021	Res 21-45

### City of Sandpoint Fees

Description	Fee	Proposed Fees FY2027	% Change	Comments	Effective Date of Change	Effective Date	Authority (Resolution, Ordinance or Code)
Appliances - Furnace, air conditioner, heat pump, evaporative cooler, unit heater, space heater, boiler (not supplying potable water), pool heater, mini-split system, free-standing gas or solid-fuel stove, gas fireplace, HRV, ERV or any other permanent space conditioning appliance used for human comfort. This includes all associated ducts and flues attached thereto.	\$30 + \$15			\$30 for the first appliance + \$15 for each additional appliance		10/1/2021	Res 21-45
Exhaust duct or ventilation duct - Dyer duct, range hood duct, bath fan duct, crawl space exhaust duct, similar exhaust ducts or ventilation duct.	\$15 + \$5			\$15 for the first duct + \$5 for each additional duct		10/1/2021	Res 21-45
Fuel gas piping	\$ 5.00			per appliance outlet		10/1/2021	Res 21-45
Hydronic system (Does not include Boiler - see above)	\$ 5.00			per zone		10/1/2021	Res 21-45
Manual S, J, & D Review	\$ 25.00			Required when installing the primary heating and/or cooling system in a NEW single or multi-family dwelling.		10/1/2021	Res 21-45
Commercial/Industrial							
job value up to \$10,000	calculated			total cost of system x 0.02 + \$60		10/1/2020	Res 20-39
job value \$10,001-\$100,000	calculated			total cost of system - 10,000 x 0.01 + \$260		10/1/2020	Res 20-39
job value \$100,001 or more	calculated			total cost of system -100,000 x 0.005 + \$1,160		10/1/2020	Res 20-39
Building Plan Check Fee							
Standard Plan Check (up to two reviews)		calculated		<del>calculated</del> as 65% of building permit fee		8/7/2002	Res 02-44
Zoning Review		calculated		<del>calculated</del> as 15% <del>20%</del> of building permit fee, in addition to Building Plan Check		10/1/2025	Res 25-031
Plan Check, New Single Family (7,999 SF or less, up to two reviews) if prepared/stamped by registered, licensed professional		calculated		<del>calculated</del> 25% of building permit fee		10/1/2020	Res 20-39
Plan Check, Reroof	\$ -			no plan check for reroof, unless submitted for review		10/1/2020	Res 20-39
Additional Plan Check, required in excess of standard	cost +15%					10/1/2020	Res 20-39
Expedited Review, if available (5 business days)	calculated			plan check fee x 2-3		10/1/2020	Res 20-39
Residential Repeat/Subsequent Lot Plan Check				standard plan check fee for first, then 25% of the building permit fee, per lot the same		10/1/2020	Res 20-39
Building Permit Fee/Valuation							
Total Valuation is calculated by the Building Official, using as stated by the applicant or the latest valuation data published in the Building Safety Journal by ICC, whichever is greater.				includes standard/single inspections per phase			
0 - 2,000 dollars of value	\$ 66.64	\$ 68.44	calculation 2.70%	for the first \$1,300 plus <del>\$3.79</del> <del>\$3.89</del> per additional \$100	10/1/2026	10/1/2025	Res 25-031
2,001 - 25,000 dollars of value	\$ 93.17	\$ 95.69	calculation 2.70%	for the first \$2,000 plus <del>\$17.33</del> <del>\$17.80</del> per additional \$1,000	10/1/2026	10/1/2025	Res 25-031
25,001 - 50,000 dollars of value	\$ 491.76	\$ 505.04	calculation 2.70%	for the first \$25,000 plus <del>\$12.39</del> <del>\$12.72</del> per additional \$1,000	10/1/2026	10/1/2025	Res 25-031
50,001 - 100,000 dollars of value	\$ 801.51	\$ 823.15	calculation 2.70%	for the first \$50,000 plus <del>\$8.67</del> <del>\$8.90</del> per additional \$1,000	10/1/2026	10/1/2025	Res 25-031
100,001 - 500,000 dollars of value	\$ 1,235.01	\$ 1,268.36	calculation 2.70%	for the first \$100,000 plus <del>\$6.94</del> <del>\$7.13</del> per additional \$1,000	10/1/2026	10/1/2025	Res 25-031
500,001 - 1,000,000 dollars of value	\$ 4,011.01	\$ 4,119.31	calculation 2.70%	for the first \$500,000 plus <del>\$5.88</del> <del>\$6.04</del> per additional \$1,000	10/1/2026	10/1/2025	Res 25-031
1,000,001 and over dollars of value	\$ 6,951.01	\$ 7,138.69	calculation 2.70%	for the first \$1,000,000 plus <del>\$4.52</del> <del>\$4.64</del> per add'l \$1,000	10/1/2026	10/1/2025	Res 25-031
Minimum Building Permit Fee	\$ 185.78	\$ 190.80	2.70%	If result of valuation is less than this minimum fee, this minimum applies instead and includes (1) inspection; see fees for additional inspections.	10/1/2026	10/1/2025	Res 25-031
Permit Reinstatement Fee	calculated			50% Building Permit Fee		10/1/2023	Res 23-63
Demolition Permit (complete structure remove only)	\$ 298.41	\$ 306.47	2.70%	flat fee in lieu of calculated value	10/1/2026	10/1/2025	Res 25-031
Residential Garages/Storage Buildings (except ADU)	see above			2.70% valuation <del>\$23.59</del> <del>\$24.23</del> per SF	10/1/2026	10/1/2025	Res 25-031
Misc. Residential Pole Buildings	see above			2.70% valuation <del>\$21.31</del> <del>\$21.89</del> per SF	10/1/2026	10/1/2025	Res 25-031
Residential Carports, Decks, Porches	see above			2.70% valuation <del>\$17.77</del> <del>\$18.25</del> per SF	10/1/2026	10/1/2025	Res 25-031
Fireplace Retrofit/Chimney Repair				Minimum Building Permit Fee		10/1/2020	Res 20-39
Sign - Foundation				Minimum Building Permit Fee		10/1/2020	Res 20-39
Canopy - Awning				Minimum Building Permit Fee		10/1/2020	Res 20-39
Foundation Repair/Replace				Minimum Building Permit Fee		10/1/2020	Res 20-39
Reroof				Minimum Building Permit Fee		10/1/2020	Res 20-39
Retaining Wall				Minimum Building Permit Fee		10/1/2020	Res 20-39
Stair Repair				Minimum Building Permit Fee		10/1/2020	Res 20-39
Window/Door				Minimum Building Permit Fee		10/1/2020	Res 20-39
Fire Alarm/Sprinkler Permit				Minimum Building Permit Fee + Inspections		10/1/2023	Res 23-63
Floodplain Development Permit/Review	cost +15%					10/1/2023	Res 23-63
Building/Fire - Structural Review	cost +15%					10/1/2023	Res 23-63
Building/Fire - Code Compliance Review	cost +15%					10/1/2023	Res 23-63
Post-issuance revisions	cost +15%					10/1/2020	Res 20-39
Amended Building Permit Inspections							
Additional inspection inside of normal business hours	cost +15%			per hourly Administration/Inspection labor rate		10/1/2020	Res 20-39
Inspection outside of normal business hours, as available	calculated			per hourly Administration/Inspection labor rate x 1.25 (minimum 2 hours)		10/1/2020	Res 20-39
Re-inspection	calculated			per hourly Administration/Inspection labor rate		10/1/2020	Res 20-39
Building - Other							
Temporary Certificate of Occupancy (all types)	\$ 307.00	\$ 315.25	2.69%	plus security for remaining items	10/1/2026	10/1/2025	Res 25-031
Structural/Life Safety Evaluation	\$ -			no fee		10/1/2020	Res 20-39
Building Code Appeal	cost + 15%			appealed at Department of Building Safety or State Fire Marshall		10/1/2020	Res 20-39
Building Code Violation - Unsafe, Restricted or Stop Work	\$ 112.00	\$ 115.00	2.68%	per day, as determined applicable by the Building Official	10/1/2026	10/1/2025	Res 25-031
Work Commencing Without Permit	calculated			standard building permit fee x 2		10/1/2020	Res 20-39
Public Right of Way							
Includes existing and future/proposed public right-of-way's and/or easements with City infrastructure							

### City of Sandpoint Fees

Description	Fee	Proposed Fees FY2027	% Change	Comments	Effective Date of Change	Effective Date	Authority (Resolution, Ordinance or Code)
Street Cut Damage Recovery Fee - Fee based on Pavement Condition Index (PCI) rating of street in accordance with most recent street condition survey.							
PCI							
81-100	\$ 980.50	\$ 1,007.00	2.70%		10/1/2026	10/1/2025	Res 25-031
61-80	\$ 734.50	\$ 754.50	2.72%		10/1/2026	10/1/2025	Res 25-031
41-60	\$ 492.00	\$ 505.25	2.69%		10/1/2026	10/1/2025	Res 25-031
21-40	\$ 246.00	\$ 252.75	2.74%		10/1/2026	10/1/2025	Res 25-031
0-20						10/1/2021	Res 21-45
Encroachment - Temporary Access (TCP Review)	\$ 86.25	\$ 88.75	2.90%	processing, TCP review, and (1) inspection	10/1/2026	10/1/2025	Res 25-031
Encroachment - Long-Term Agreement	\$ 310.25	\$ 318.75	2.74%		10/1/2026	10/1/2025	Res 25-031
Encroachment/Easement - Franchise/Fiber	\$ 620.50	\$ 637.25	2.70%	includes TCP review, inspections, and agreement	10/1/2026	10/1/2025	Res 25-031
Public Infrastructure - Minor (sidewalk, curb, street cut, driveways)	\$ 223.50	\$ 229.50	2.68%	includes processing, plan review, site visit, and (2) inspections; in addition to Temporary Access, as applicable	10/1/2026	10/1/2025	Res 25-031
Unauthorized work within the right-of-way	\$ 310.25	\$ 318.75	2.74%	in addition to standard fee for street patch maintenance and/or other fee	10/1/2026	10/1/2025	Res 25-031
City provided services							
Maintenance of work area	cost + 15%			per adopted Public Services General City Rates above		10/1/2018	Res 18-46
Maintenance/installation of traffic control	cost + 15%			per adopted Public Services General City Rates above		10/1/2018	Res 18-46
Failure to obtain/call for inspection on encroachment permit							
First offense	\$ 92.50	\$ 95.00	2.70%		10/1/2026	10/1/2025	Res 25-031
Second offense	\$ 155.00	\$ 159.25	2.74%		10/1/2026	10/1/2025	Res 25-031
Third offense	\$ 310.25	\$ 318.75	2.74%		10/1/2026	10/1/2025	Res 25-031
Sidewalk Fee in Lieu of Construction	\$ 60.00			Non-refundable fee in lieu of construction of sidewalk based on LF of frontage		5/1/2024	Res 24-26
Water Plan Reviews/Inspections							
Will-Serve Assessment/Letter	\$ 158.50	\$ 162.75	2.68%	as required for platting and/or QLPE	10/1/2026	10/1/2025	Res 25-031
Engineering Review - Water, with QLPE (as available)	\$ 746.00	\$ 766.25	2.71%	includes (2) reviews	10/1/2026	10/1/2025	Res 25-031
Water Mains Inspection	\$ 130.00	\$ 133.50	2.69%	each inspection	10/1/2026	10/1/2025	Res 25-031
Water Service Connection Inspection, includes tap and new hydrants/fire lines	\$ 61.75	\$ 63.50	2.83%	per tap/service connection, or additional reinspection	10/1/2026	10/1/2025	Res 25-031
Water Main Modeling/Assessment				pass-through administrative percentage		4/7/2021	Res 21-17
Water Install/Materials							
Subject to availability	see above			per adopted General City Rates			
Main Tap, City Labor Only	\$ 549.75	\$ 564.50	2.68%	flat fee, per tap	10/1/2026	10/1/2025	Res 25-031
3/4 inch meter/transponder only (supply and install)	\$ 383.50	\$ 424.00	10.56%	Flat Fee	10/1/2026	10/1/2025	Res 25-031
1 inch (M55) meter/transponder only (supply and install)	\$ 603.50	\$ 649.75	7.66%	Flat Fee	10/1/2026	10/1/2025	Res 25-031
1 inch (M70) meter/transponder only (supply and install)	\$ 665.75	\$ 695.74	4.50%	Flat Fee	10/1/2026	10/1/2025	Res 25-031
1.5 inch meter/transponder (supply and install)	\$ 1,128.00	\$ 1,188.50	5.36%	Flat Fee	10/1/2026	10/1/2025	Res 25-031
2 inch meter/transponder (supply and install)	\$ 1,367.50	\$ 1,434.50	4.90%	Flat Fee	10/1/2026	10/1/2025	Res 25-031
> 2 inch meter/transponder (supply and install)	cost + 15%					10/1/2020	Res 20-39
Full assembly (supply & install)	cost + 15%			In addition to meter/transponder fees		10/1/2022	Res 22-51
Industrial Pretreatment							
Wastewater Discharge Permit	\$ 254.50	\$ 261.35	2.69%	application fee, includes inspection and permit issuance	10/1/2026	10/1/2023	Res 23-63
Wastewater treatment plant sampling fees							
Bacteriological							
Total coliform MPN/MTF	\$ 51.90	\$ 53.30	2.70%		10/1/2026	10/1/2025	Res 25-031
Fecal Coliform MPN/MTF	\$ 51.90	\$ 53.30	2.70%		10/1/2026	10/1/2025	Res 25-031
Fecal Coliform Bio-Solids A-1	\$ 78.20	\$ 80.30	2.69%		10/1/2026	10/1/2025	Res 25-031
E.coli. MPN/MTF	\$ 51.90	\$ 53.30	2.70%		10/1/2026	10/1/2025	Res 25-031
Total, Fecal, E.coli	\$ 103.70	\$ 106.50	2.70%		10/1/2026	10/1/2025	Res 25-031
Inorganic chemicals							
Nitrate	\$ 38.95	\$ 40.00	2.70%		10/1/2026	10/1/2025	Res 25-031
TKN	\$ 45.45	\$ 46.70	2.75%		10/1/2026	10/1/2025	Res 25-031
Ammonia	\$ 38.95	\$ 40.00	2.70%		10/1/2026	10/1/2025	Res 25-031
Alkalinity	\$ 26.00	\$ 26.70	2.69%		10/1/2026	10/1/2025	Res 25-031
Total Phosphorus	\$ 51.90	\$ 53.30	2.70%		10/1/2026	10/1/2025	Res 25-031
Ortho-Phosphorus	\$ 26.00	\$ 26.70	2.69%		10/1/2026	10/1/2025	Res 25-031
FOG	\$ 77.85	\$ 80.00	2.76%		10/1/2026	10/1/2025	Res 25-031
Ph Wastewater	\$ 13.00	\$ 13.35	2.69%		10/1/2026	10/1/2025	Res 25-031
PH Soil	\$ 19.55	\$ 20.10	2.81%		10/1/2026	10/1/2025	Res 25-031
BOD	\$ 58.40	\$ 60.00	2.74%		10/1/2026	10/1/2025	Res 25-031
TDS	\$ 19.55	\$ 20.10	2.81%		10/1/2026	10/1/2025	Res 25-031
TSS	\$ 26.00	\$ 26.70	2.69%		10/1/2026	10/1/2025	Res 25-031
Metals							
Total Metals 13 Bio-Solids	\$ 253.90	\$ 260.75	2.70%		10/1/2026	10/1/2025	Res 25-031
Total Metals 11	\$ 221.25	\$ 227.25	2.71%		10/1/2026	10/1/2025	Res 25-031
Mercury	\$ 38.95	\$ 40.00	2.70%		10/1/2026	10/1/2025	Res 25-031
Cyanide Wastewater	\$ 58.40	\$ 60.00	2.74%		10/1/2026	10/1/2025	Res 25-031
Silver	\$ 26.00	\$ 26.70	2.69%		10/1/2026	10/1/2025	Res 25-031
Lab Testing Fee	\$ 32.45	\$ 33.35	2.77%		10/1/2026	10/1/2025	Res 25-031
Wastewater Plan Reviews/Inspections							
Engineering Review - Wastewater, no QLPE	\$ 298.40	\$ 306.45	2.70%	includes (2) reviews	10/1/2026	10/1/2025	Res 25-031
Engineering Review - Wastewater, with QPLE (as available)	\$ 596.80	\$ 612.95	2.71%	includes (2) reviews	10/1/2026	10/1/2025	Res 25-031
Wastewater Main Inspection	\$ 130.45	\$ 134.00	2.72%	each inspection	10/1/2026	10/1/2025	Res 25-031

### City of Sandpoint Fees

Description	Fee	Proposed Fees FY2027	% Change	Comments	Effective Date of Change	Effective Date	Authority (Resolution, Ordinance or Code)
Wastewater Service Connection Inspection, includes tap on main	\$ 61.75	\$ 63.45	2.75%	per tap/service connection, or additional reinspection	10/1/2026	10/1/2025	Res 25-031
Wastewater Main Modeling/Assessment	External/Outsourced Professional Services (as required to determine capacity and necessary improvements)	cost + 15%		pass-through administrative percentage		4/7/2021	Res 21-17
Wastewater Install/Materials/Inspections/Testing	Subject to availability			per adopted General City Rates above			
New User Facility Fees (NUFF)							
Water NUFF							
3/4 inch meter - meter size factor 1	\$ 7,875.00					8/17/2022	Res 22-51
1 inch meter - meter size factor 2.5	\$ 19,689.00					8/17/2022	Res 22-51
1.5 inch meter - meter size factor 5	\$ 39,377.00					8/17/2022	Res 22-51
2 inch meter - meter size factor 8	\$ 63,004.00					8/17/2022	Res 22-51
3 inch meter - meter size factor 25	\$ 196,887.00					8/17/2022	Res 22-51
4 inch meter - meter size factor 50	\$ 393,773.00					8/17/2022	Res 22-51
6 inch meter - meter size factor 80	\$ 630,037.00					8/17/2022	Res 22-51
8 inch meter - meter size factor 115	\$ 905,625.00					8/17/2022	Res 22-51
Wastewater NUFF	\$ 6,311.00			per Equivalent Resident (ER)		8/17/2022	Res 22-51
Hydrant Use/Fill Station							
Hydrant/Fill Station Permit	\$ 32.24	\$ 100.00	210.17%	Annual permit plus \$2,500 or \$500 deposit - one vehicle inspection	IMMEDIATELY	9/16/2025	Res 25-031
	\$	\$ 63.50	NEW	Additional Vehicle Inspection	IMMEDIATELY		
Volume Charge - per 1,000 gallons	\$ 4.64	\$ 8.12	75.00%		IMMEDIATELY	9/16/2025	Res 25-031
Utility User Monthly Rates							
Garbage							
Residential	\$ 20.91	\$ 21.95	5.00%	96 gallon cart	9/16/2026	9/16/2025	Res 25-031
Residential	\$ 16.72	\$ 17.55	5.00%	64 gallon cart	9/16/2026	9/16/2025	Res 25-031
Residential	\$ 12.55	\$ 13.17	5.00%	35 gallon cart	9/16/2026	9/16/2025	Res 25-031
Senior Citizen Reduced Utility Billing (SCRUB)	\$ 12.55	\$ 13.17	5.00%	96 gallon cart	9/16/2026	9/16/2025	Res 25-031
Senior Citizen Reduced Utility Billing (SCRUB)	\$ 10.04	\$ 10.54	5.00%	64 gallon cart	9/16/2026	9/16/2025	Res 25-031
Senior Citizen Reduced Utility Billing (SCRUB)	\$ 7.53	\$ 7.90	5.00%	35 gallon cart	9/16/2026	9/16/2025	Res 25-031
Extra cans	\$ 2.52	\$ 2.65	5.00%	each	9/16/2026	9/16/2025	Res 25-031
Roll-out cart over 15 feet	\$ 3.87	\$ 4.07	5.00%	special assistance	9/16/2026	9/16/2025	Res 25-031
Contamination Charge	\$ 36.72	\$ 38.55	5.00%	each occurrence	9/16/2026	9/16/2025	Res 25-031
Street Lights	\$ 3.09					10/1/2017	Res 17-53
Miscellaneous							
New Account Fee	\$ 14.50	\$ 15.05	3.80%		9/16/2026	9/16/2025	Res 25-031
Late Charge	\$ 21.77	\$ 22.59	3.80%		9/16/2026	9/16/2025	Res 25-031
Door Hanger	\$ 21.77	\$ 22.59	3.80%		9/16/2026	9/16/2025	Res 25-031
Delinquent off/on	\$ 75.45	\$ 78.32	3.80%		9/16/2026	9/16/2025	Res 25-031
Meter Lock Removal	\$ 59.26	\$ 61.51	3.80%		9/16/2026	9/16/2025	Res 25-031
Emergency/Seasonal Off/On	\$ 29.02	\$ 30.13	3.80%	(Seasonal - Irrigation accounts only)	9/16/2026	9/16/2025	Res 25-031
After hours fee	\$ 52.23	\$ 54.22	3.80%		9/16/2026	9/16/2025	Res 25-031
Leak check - customer requested	\$ 37.71	\$ 39.14	3.80%		9/16/2026	9/16/2025	Res 25-031
Water							
Retail - Fixed Monthly Rates							
3/4" meter	\$ 22.06	\$ 22.89	3.76%		9/16/2026	9/16/2025	Res 25-031
1" meter	\$ 44.30	\$ 45.96	3.76%		9/16/2026	9/16/2025	Res 25-031
1-1/2" meter	\$ 78.01	\$ 80.95	3.76%		9/16/2026	9/16/2025	Res 25-031
2" meter	\$ 110.94	\$ 115.12	3.76%		9/16/2026	9/16/2025	Res 25-031
3" meter	\$ 399.01	\$ 414.03	3.76%		9/16/2026	9/16/2025	Res 25-031
4" meter	\$ 665.20	\$ 690.24	3.76%		9/16/2026	9/16/2025	Res 25-031
6" meter	\$ 1,330.54	\$ 1,380.63	3.76%		9/16/2026	9/16/2025	Res 25-031
Residential Volume Charge - per 1,000 gallons							
0 - 6,000 gallons	\$ 3.26	\$ 3.38	3.68%		9/16/2026	9/16/2025	Res 25-031
6,001 to 20,000 gallons	\$ 4.12	\$ 4.23	2.72%		9/16/2026	9/16/2025	Res 25-031
20,001 to 40,000 gallons	\$ 8.23	\$ 8.46	2.85%		9/16/2026	9/16/2025	Res 25-031
over 40,000 gallons	\$ 9.26	\$ 9.52	2.84%		9/16/2026	9/16/2025	Res 25-031
Multi-Family Volume Charge - per 1,000 gallons	\$ 4.23	\$ 4.26	0.79%		9/16/2026	9/16/2025	Res 25-031
Irrigation Volume Charge - per 1,000 gallons	\$ 7.49	\$ 8.12	8.36%		9/16/2026	9/16/2025	Res 25-031
Commercial Volume Charge - per 1,000 gallons	\$ 4.68	\$ 4.86	3.83%		9/16/2026	9/16/2025	Res 25-031
Flat Water Rate (no meter)	\$ 83.53	\$ 86.70	3.80%		9/16/2026	9/16/2025	Res 25-031
Wholesale - Syringa Heights Water District Fixed Monthly Rate	\$ 5,534.90	\$ 5,745.22	3.80%		9/16/2026	9/16/2025	Res 25-031
Wholesale - Northside Water Users Association Fixed Monthly Rate	\$ 4,119.01	\$ 4,275.53	3.80%		9/16/2026	9/16/2025	Res 25-031
Wholesale - Edelweiss Village Improvement Association Fixed Monthly Rate	\$ 657.60	\$ 682.59	3.80%		9/16/2026	9/16/2025	Res 25-031
Wholesale Volume Charge - per 1,000 gallons	\$ 3.19	\$ 3.31	3.80%		9/16/2026	9/16/2025	Res 25-031

### City of Sandpoint Fees

Description	Fee	Proposed Fees FY2027	% Change	Comments	Effective Date of Change	Effective Date	Authority (Resolution, Ordinance or Code)
Wastewater							
Wastewater - Residential							
Fixed Monthly Rate - Tier 1 - Legacy Rate (Based on less than 2k gal/mo. used in 2022)	\$ 85.73	\$ 90.02	5.00%		9/16/2026	9/16/2025	Res 25-031
Fixed Monthly Rate - Tier 2	\$ 98.59	\$ 97.16	-1.45%		9/16/2026	9/16/2025	Res 25-031
Wastewater - Multi-Family - Fixed Monthly Rate x # Multi-Family Units	\$ 55.81					9/16/2024	Res 24-061
Wastewater - Commercial I (Non-grease Producer) - Fixed Monthly Rate	\$ 114.22	\$ 122.79	7.50%		9/16/2026	9/16/2025	Res 25-031
Volume Charge - per 1,000 gallons							
0 to 6,000 gallons	\$ 14.03	\$ 15.08	7.48%		9/16/2026	9/16/2025	Res 25-031
Over 6,000 gallons	\$ 16.13	\$ 17.34	7.50%		9/16/2026	9/16/2025	Res 25-031
Wastewater - Commercial II (Grease Producer) - Fixed Monthly Rate	\$ 127.76	\$ 137.99	8.00%		9/16/2026	9/16/2025	Res 25-031
Volume Charge - per 1,000 gallons	\$ 23.81	\$ 25.71	7.98%		9/16/2026	9/16/2025	Res 25-031

*Refunds*

**Note:** Once an application has been reviewed no refunds will be issued unless otherwise approved by the Mayor/designee or stated in policy.  
**Note:** A \$10 refund processing fee is retained for administrative/credit card cost on various items above.



**Event:** Sandpoint Showdown

**Event Date / Time:** Saturday, September 27, 2025

Event set up: 8:00 A.M. | Event begins: 10:00 A.M. | Event ends: 6:00 P.M. | Event vacated no later than 7:00 P.M.

**Permit Location:** First Avenue between Cedar and Main Street, Cedar Street between First and Second Avenue, Second Avenue between Cedar and Main Street, Main Street between First and Second Avenue

**Permit Sponsor:** Creations for Sandpoint | Amber Jones 476910 US Hwy 95 Ponderay, ID 83852 | 208-786-4612 | [allegedlywithamber@gmail.com](mailto:allegedlywithamber@gmail.com)

**Comments / Conditions:**

1. This event is permitted as a motorcycle gathering and show, expected to attract 500+ participants and attendees.
2. Per the City's Special Events Policy, "No Parking" signs may be obtained from the City Special Event Permit Coordinator and must be posted 48 hours prior to the event start time, including set-up. Every 24 hours from the time of initial placement of the signage and a minimum of 12 hours prior to event start time, permit holder must verify that all "No Parking" signs are placed in their correct location(s). The City of Sandpoint maintains sole discretion to modify these requirements based on an evaluation of unique circumstances associated with an event or for events that take place on a weekly basis such as Farmers'/Art markets. Please affix flier stating name of event, date, and time of closure to the "No Parking" signs. All signs shall be returned within 72 hours of the completion of the event.
3. If any parked vehicles are in violation of posted "No Parking" signs, host to call dispatch to request towing services at: (208) 265-5525.
4. Twenty (20) foot emergency services access must be maintained on all streets.
5. Alley access shall be maintained at all times. Access to Gunning's Alley must remain fully unobstructed.
6. Fire hydrants need six (6) foot access from the street curb to the hydrant.
7. All parking for the motorcycle show shall be followed as per agreement with City Officials, as depicted on official TrafficCorp map (attached). Only TCP-certified officials may direct traffic.
8. Host has indicated they will utilize power from Cedar Street Bridge and will not be utilizing City power. Cords/cables cannot be placed on or across walkways so as to create a pedestrian tripping hazard.
9. Permit holder will be responsible for outreach to businesses and residents who may be affected by any portion of the activities herein permitted.

10. Permit holder has indicated there will be "slow bike games", where riders will navigate a straight course as slowly as possible without stalling or touching the ground. **Stunts, including wheelies, burnouts, and similar activities, are not permitted on City property or right-of-way, including streets.**
11. Permit holder to provide 4 ADA accessible portable toilets.
12. Please contact the Special Event 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



April 27, 2026

**VIA EMAIL**

Amber Jones  
allegedlywithamber@mac.com

Re: Special Event Permit Application Denial

Dear Amber Jones:

The 2026 special event permit application submitted for the Sandpoint Showdown Motorcycle Rally is denied. The basis for denial is set forth below.

**Basis for Denial**

The Sandpoint Special Event Policy and Procedures provides that failure to comply with the terms and conditions of a permit or requirements established in the Special Event Policy and Procedures "may result in the immediate cancellation of the event, *denial of future special event permit applications* or the requirement of a cash deposit." See Special Event Policy and Procedures, pp. 7–8. (emphasis added).

During the 2025 Sandpoint Showdown, the following violations of the approved 2025 permit conditions and Special Event Policy and Procedures were documented:

1. **Unauthorized closure of Gunning's Alley.** The 2025 permit expressly required (Condition No. 5) that access to Gunning's Alley remain fully unobstructed at all times. The permittee closed the alley using a large vehicle. See Exhibit A.
2. **Motorcycle suspended by crane above pedestrians.** A motorcycle was suspended in the air above pedestrians by crane without authorization or any known safety inspections. This activity was not included in the approved 2025 permit. The Policy provides that activities not included in the permit application are not authorized. Special Event Policy and Procedures, p. 20. See Exhibit A.
3. **Unauthorized inflatable bull.** An inflatable bull ride was operated at the event without inclusion in the approved permit. The Policy prohibits unauthorized activities within the event venue. Because this activity, among others, was not disclosed in the permit application, the City had no opportunity to evaluate required safety features, insurance coverage, or additional permit requirements associated with such undisclosed activities.

The Policy recognizes that use of equipment and interactive activities may require additional safety features, insurance levels, or permits, and grants the City’s Risk Manager final authority to place requirements or modifications on event components due to the unique nature of the risks of any particular activity. See Special Event Policy and Procedures, pp. 20, 24. See Exhibit B.

- 4. **Prohibited stunts.** The 2025 permit expressly prohibited burnouts and similar stunts on City streets (Condition No. 10). Burnouts occurred, requiring police intervention to stop the activity.
  
- 5. **Inadequate security.** Security was not provided by a licensed private security company as required by the Policy. Special Event Policy and Procedures, pp. 14–15. Furthermore, threatening conduct toward members of the public was reported during the event.

The 2026 application does not adequately address these prior violations or demonstrate that the permittee has the capacity and intent to operate the event in compliance with permit conditions. For these reasons, issuance of a 2026 special event permit is denied.

**Notice of Right to Appeal**

Pursuant to Sandpoint City Code § 6-6-10, the applicant may appeal this denial to the City Council by filing a written notice of appeal with the Special Event Coordinator within forty-eight (48) hours of receipt of this denial, setting forth the reasons for the appeal in writing. The City Council will hear the appeal at a regular or special meeting and reach a determination prior to the planned event date.

**Exhibits:**



Exhibit A – Motorcycle suspended by crane above pedestrians and depicting the unauthorized closure of Gunning's Alley (2025)



Exhibit B – Unauthorized inflatable bull ride (2025)

*Hayley Keys*  
Hayley Keys  
Special Event Permit Coordinator

Received By <u>HK</u>	Item # 22.
APR 29 2026	
City of Sandpoint Idaho	

April 29<sup>th</sup>, 2026

Good afternoon Haley.

My spidey-senses were going off today and just happened to pop in to see if our application was approved. ...I see here in my email that we were denied. Amber and I would like to appeal this denial to City Council. This is our official written notice to appeal within 48 hours of receiving this denial email.

The Sandpoint Showdown was a great success for a "first year" event, and we had an awesome turnout. We personally had hundreds of people thank us and the city for allowing this event in Downtown Sandpoint. We're asked daily if it's happening again this year and many have asked how they can be involved. I've also had wonderful feedback from 99% of our local shop owners and even a few of our city council members. The Sandpoint Showdown without a doubt positively contributed to Sandpoint's fall shoulder season and we'd like an opportunity to host the event again in 2026.

After hosting this event one time, we are more seasoned and can now see where we need to have communication with the city when we encounter ANY changes from the original plan. We are more aware of what safety looks like from a city and police objective. We are willing to add these items (bull and crane to our application) or just eliminate them. We want to ensure community safety guidelines are met and are happy to add security this year as well. We did offer private security last year but were told by the police department that they'd prefer not to have private security. As for the burnouts, I was only aware of one after the event was over. I honestly thought that was pretty good for 750 bikes in town but we want to make sure the city, police department, community members, Sandpoint and state property are well respected and honored by every guest at the event. Sure hope we get the opportunity to correct our learning curve mistakes and make this event even better than it was last year. I'd love to schedule a meeting with you, Haley, and appreciate your help.

Sincerely,  
Shery

*Shery Meekings Pres. of Arts Alliance dba Creations*

No: 18-54  
Date: November 20, 2018

RESOLUTION  
OF THE CITY COUNCIL  
CITY OF SANDPOINT

**TITLE: SPECIAL EVENT POLICY AND PROCEDURES**

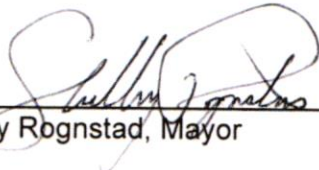
WHEREAS: The City of Sandpoint strives to have special events to enhance vitality and economic prosperity in our downtown core and community with many special events becoming long standing traditions as an important link to the City's past and future;

WHEREAS: Special events are any meeting, dash, demonstration, festival, concert, march, marathon, parade, procession, public assembly, race, rally, sporting tournament not sponsored by the City, gathering, performance or the activity consisting of persons, animals, vehicles or a combination thereof within a public park, outdoor recreation area or facility, a public parking lot, or public right-of-way, with the intent of attracting public attention which has a tendency to interfere with the normal flow or regulation of pedestrian or vehicular traffic or occupies any street or other public property managed by the City of Sandpoint;

WHEREAS: The Special Event Policy and Procedures addresses two of the goals of the City's adopted Strategic Plan – Responsive Government and Vibrant Culture; and

WHEREAS: The Special Event Policy and Procedures will provide event organizers a planning guide through the City's special event permit process requirements.

NOW, THEREFORE, BE IT RESOLVED THAT: The City of Sandpoint adopts the Special Event Policy and Procedures, a copy of which is attached hereto and made a part hereto as if fully incorporated herein.

  
\_\_\_\_\_  
Shelby Rognstad, Mayor

ATTEST:  
  
\_\_\_\_\_  
Maree Peck, City Clerk

City Council Members:

	YES	NO	ABSTAIN	ABSENT
1. Eddy                      Second	X			
2. Aitken				X
3. Williamson            Motion	X			
4. Ruehle	X			
5. Aispuro				X
6. Darling	X			



SPECIAL EVENT POLICY  
AND PROCEDURES

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## APPLYING FOR A SPECIAL EVENT PERMIT

The City of Sandpoint strives to have special events to enhance vitality, quality of life, and economic prosperity in our downtown core and community. Sandpoint benefits from many events each year, varying in scope, purpose, cost and complexity. Many of our events have become long standing traditions and are an important link to our past as well as our future.

**Definition of a Special Event:** Any meeting, dash, demonstration, festival, concert, march, marathon, parade, procession, public assembly, race, rally, sporting tournament not sponsored by the City, gathering, performance, or the activity consisting of persons, animals, vehicles or a combination thereof within a public park, outdoor recreation area or facility, a public parking lot, or public right-of-way, such as a street, with an intent of attracting public attention which has a tendency to interfere with the normal flow or regulation of pedestrian or vehicular traffic or occupies any street or other public property managed by the City of Sandpoint. These limited duration events must be specifically approved and permitted through the City of Sandpoint.

The implementation of a Special Event Policy and Procedures addresses two of the goals in the City's adopted Strategic Plan -- Responsive Government and Vibrant Culture. The strategic plan was adopted by Sandpoint City Council via Resolution No. 18-39 on July 11, 2018.

Policy and procedures will provide event organizers a planning guide through the City's Special Event Permit Process and guidelines and requirements associated with special event management.

### Contact Information

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The City of Sandpoint has designated a Special Event Coordinator to serve as the single point of contact for event organizers in order to ensure an easy and efficient process to produce a successful and safe event. Event organizers are encouraged to contact the Special Event Coordinator in the early stages of event planning in order to effectively navigate the planning and execution of their event.

Special Event Coordinator  
(208) 265-1481  
[mmalone@sandpointidaho.gov](mailto:mmalone@sandpointidaho.gov)  
1123 Lake Street  
Sandpoint, ID 83864

## Special Event Permit Application

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Event organizers can obtain a Special Event Permit Application from the City of Sandpoint's website at [www.sandpointidaho.gov](http://www.sandpointidaho.gov). The Special Event Permit Application is designed to assist event organizers and serve as a guideline for the development of event plans that comply with local, state, and federal codes, laws, policies and regulations governing activities associated with the production and management of special events.

Permit applications are to be submitted no later than twenty-one (21) days prior to the date of the event. Applications received by the Special Event Coordinator less than twenty-one (21) days, but at least fourteen (14) days prior to the event shall be subject to a late penalty equal to one-half ( $1/2$ ) the amount of the event filing fee. Applications received by the Special Event Coordinator less than fourteen (14) days but at least seven (7) days prior to the event shall be subject to a late penalty equal to the event filing fee. These penalties are in addition to the initial filing fee. Applications received by the Special Event Coordinator less than seven (7) days prior to an event will not be processed. Applications can be submitted as early as one (1) year before the event date. Written amendments to the initial permit application can be submitted due to unique or changing circumstances related to the event. An incomplete permit application will not be approved. It is important to provide all required information and documentation in a timely and complete manner throughout the permit review process.

A substantially complete special event permit application means a permit application where all sections of the permit application have to be completed as they relate to the particular event and its event components and includes sufficient detail that the information can be understood and assessed by the reviewing City department or agency. The permit application review process shall be initiated once a permit application has been determined to be substantially complete.

For an application to be considered complete, applicants must submit the following minimum information required in sections of the Special Event Permit Application in sufficient detail that the material can be understood and assessed:

- Type of Event (Complete)
- Event Details (Complete)
- Applicant Details (Complete)
- Detailed Event Plan Section (All aspects relating to Parking Control, Traffic Control, Police and Fire Protection Needed, Special Preparation in Parks, Electricity Plan, Road Closures and Barricades Needed, First Aid, Security and Cleanup, Portable Toilets Provided)
- Site Plan/Route Map Section (Complete)
- Insurance Section (Complete including all required certificates of insurance and endorsements)
- Signature Section (Complete)

- Any required documentation relevant to the permit application processes and requirements set forth in the Special Events Policy and Procedures and Special Event Permit Application. (Complete)

Applicants are responsible for obtaining all permits, authorization and/or exemptions required by the City and other agencies with jurisdiction for any element of the event (e.g. Alcohol Beverage Control Catering Permits, Business License, City sales tax permit, Idaho Transportation Department Special Event Permit if event includes Fifth Avenue/Highway 2, etc.).

The Special Event Fee Schedule, adopted by resolution by City Council, will be applied for Special Events.

The Applicant will be responsible for paying the permit application fee at the time the permit application is submitted and is determined to be substantially complete. For example, should an Applicant submit a permit application on September 1, however, additional information is required for the application to be determined substantially complete and such information is not submitted to the City until the September 15, the Application Fee and Late Fee (if applicable) will be calculated using the September 15 date.

The special event permit application fee partially offsets the cost of reviewing your permit application and coordinating the event review process. Payment of the application fee does not guarantee that your special event permit application is complete nor does it guarantee that any or all aspects of the application will be approved. Your willingness to pay a late fee does not guarantee that the City of Sandpoint will be able to process your permit application due to time or staffing constraints.

In addition to the permit application fee, the Applicant may be assessed other city permit fees, department rates and fees, costs and fees associated with personnel or resources provided to your event by a city department, program or division, as well as fines that may be assessed by the city for the cost to repair and/or restore any public property damaged by an event receiving benefits under the provisions of City Code.

### **Reserving Event Venue Space**

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Permit requests utilizing the same venue, or venues that may affect one another are evaluated based on the date a completed permit application is received and traditional event dates. Downtown events will be held in designated downtown area in Farmin Park, Jeff Jones Town Square to First Avenue on Main Street and Second Avenue from Cedar Street to Church Street. Any other streets, rights of way in the downtown core and use of City parks are to be reviewed and approved by City staff during the pre-event meeting.

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### **Reserve City barricades/cones**

The Applicant is responsible for reserving barricades/cones from the City's Special Event Coordinator. The Public Works Department will deliver and pick up the barricades/cones at the special event site for set up and take down by the Applicant or designee in accordance with the approved traffic control plan.

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### **Special Events Calendar**

The Special Events Coordinator maintains the City of Sandpoint Special Events that details community events scheduled to take place on public property. Information contained in your permit application may be used in developing the Calendar of Special Events. The calendar can be accessed at [www.sandpointidaho.com](http://www.sandpointidaho.com).

The calendar is not intended as a promotional vehicle for special events. The City of Sandpoint reserves the right to determine the events and content included in the Calendar of Events. Special event applications/permits are subject to public disclosure according to Idaho Code.

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### **Event Cancellation**

If you cancel or reschedule the date of your proposed event or any permitted elements of the event, you must notify the City's Special Event Coordinator in writing no less than 48 hours in advance of the set-up time for your event. The permit application is non-refundable unless there is a determination by the City that the cause of the cancellation is due to circumstances beyond the Applicant's control such as severe weather, unforeseen construction, etc. The nonrefundable fee can be applied for future events only.

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### **Assignment**

Applicant shall not assign, sell, transfer or set over unto any other person, persons, business or group thereof, any or all of said rights to use City property or any interest in City property or rights acquired hereunder without the prior written approval of the City, other than, concession booths relating specifically to the event.

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### **Final Permit**

The final permit issued by the City of Sandpoint is valid only for the venue area(s) and event activities, including set-up and dismantle, depicted on your site plan and as described in the Special Event Permit Application and any attachment and/or amendments made to the application during the review process. The City of Sandpoint may place conditions or not approve all venue areas and/or activities requested in the permit application. Failure to comply with the terms and conditions of the permit, additional requirements of the City of Sandpoint, or requirements established in the

Special Event Policy and Procedures Policy may result in the immediate cancellation of the event, denial of future special event permit applications or the requirement of a cash deposit.

## SPECIAL EVENT PERMIT PROCESS

### Pre-Event Meeting with City Staff

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A pre-event meeting will be scheduled and organized by the Special Event Coordinator with appropriate City staff if the application is for a new event or at the discretion of the Special Event Coordinator. Topics of discussion during the pre-event event involves information contained in the provided application, copies of it will be distributed to meeting attendees prior to the meeting. The Applicant and/or it's representatives much attend the meeting with the City staff. It may be necessary to schedule more than one pre-event meeting.

## SPECIAL EVENT RELATED PERMITS

There are a number of different special event related permits that may be issued independent of a Special Event Permit or may be required in conjunction with a Special Event Permit. The proposed event venue, activities, components, attendance, and unique circumstances of the event are contributing factors to the final determination of the required permit types.

Following is a summary of the most common permits types that may be required to obtain when planning a special event or an activity associated with a special event:

### Business License

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City of Sandpoint City Code Title 3 Chapter 11 states that no person shall engage in any business within the City of Sandpoint without having submitted a license application and receive a business license. This license shall be in addition to any other license required by City Code. A general business license is required if a vendor is conducting business within the City of Sandpoint for more than four (4) days. A temporary business license is required for those vendors who are conducting business only during an event for no more than four (4) days. Persons having a City of Sandpoint general business license are exempt from obtaining a temporary business license when engaging in business at a special event. Fees are associated with the business license application and temporary business application.

### City's Local Option Sales Tax Permit

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City of Sandpoint City Code Title 3 Chapter 13 provides that the City of Sandpoint imposes and shall collect a tax imposed at the rate of 1% on all sales subject to taxation under Chapter 36 Title 63, Idaho Code. Retailers who will be selling goods during events are

required to obtain a Sales Tax Permit through the City of Sandpoint.

### **Alcohol Catering Permit**

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If alcohol is served at the event, an Alcohol Catering Permit is required. An Alcohol Catering Permit authorizes an alcohol permittee to serve and sell alcohol as defined by Idaho Code, not to exceed five (5) consecutive days. An alcohol catering permit is limited to authorization to sell liquor, beer and/or wine based on the type of license which the applicant possesses. Applications for such alcohol catering permit shall be made through the Finance Department. There is a fee associated with obtaining an Alcohol Catering Permit. All other requirements and provisions in obtaining an Alcohol Catering Permit are stated in Sandpoint City Code Title 3, Chapter 2.

### **Firework/Pyrotechnic/Special Effect/Laser Permit**

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All activities associated with the use of pyrotechnics and open flames must be reviewed and approved by the City of Sandpoint Fire Department in compliance with the International Fire Code. Examples of activities in this category include aerial fireworks, open flame activities and special effects using pyrotechnical devices. As part of the permit requirements, onsite stand-by and inspection services may be required due to the size, complexity and/or unique safety issues regarding the activities associated with the proposed event.

### **Building Permit**

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Temporary structures erected less than 180 days and cover an area greater than 120 square feet and are used for the gathering of 10 or more people, shall not be erected, operated or maintained for any purpose without obtaining a permit from the City Building Department. Temporary structures include portable structures, pre-fabricated structures or site-built structures such as bleachers and other seating, elevated platforms, stages, temporary pedestrian bridges, tents or canopies, walkways, etc. that are made available for use by the general public. The general public includes persons who have paid or not paid to attend the special event and who are not a part of the performance or the staff in charge of operating the special event venue.

### **Idaho Transportation Department Permit**

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The Applicant will be responsible to obtain a permit through the Idaho Transportation Department if the event utilizes Fifth Avenue/Highway 2. Contact District 1 Traffic/Permit Coordinator at 208-772-1200 for more information.

## **EVENT DETAILS**

### **Event/Date**

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The time frame denoted on your final permit is based on the times indicated in this section. No set-up will be permitted before a permit is issued and dismantle must be

completed by the time indicated on your permit. Your insurance must cover all time frames.

If your event takes place over multiple sequential calendar days and the event plans are similar in nature from day-to-day, one application may be submitted to include all of your event plans per calendar year.

The City of Sandpoint may also accept one permit application spanning a series of periodic dates for events such as concert series or farmer/art markets that have identical event set-up and dismantle times, site plans, and service providers.

If your event plans vary significantly from day-to-day or have multiple distinct event types (e.g. a parade with a separate festival) that may be best managed as separate events, the city may require separate permit applications for the specific event types.

## Attendance

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Providing the estimated attendance or number of participants for your event helps in the review of your event plans with emphasis on public safety, venue occupancy, staffing, and impact to the surrounding neighborhood.

The estimated attendance should be based on the total number of people anticipated will attend or watch the event. Examples include the total number of people coming and going at a festival, watching a parade, or in the general area of an event.

## Location

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The site plan or route map included with the permit application is a visual representation of all the infrastructure and operational event elements described throughout the permit application and should include any stationary elements as well as moving routes.

The final permit issued by the City of Sandpoint will only be valid for the venue areas and event elements described in the permit application and site plan or route map. Modifications to the request may be required during the permit review process and will be incorporated in the final permit. Following are guidelines to assist in the development of the site plan or route map:

### **BOUNDARIES AND ROUTES**

- Your site plan or route map must include the names of all streets and/or areas that are part of the proposed event; including auxiliary parking and production areas. A site plan map that includes a traffic control plan for the downtown core designated area and for the Farmers' Market are attached to the policy that can be used to identify any of the other amenities to be provided for the event.
- If your event includes activities with moving routes of any kind such as a parade, run, or cycling event, the direction of travel and all

proposed lane closures must be depicted on the site plan or route map.

- The location of fencing, barriers and/or barricades must be depicted on your site plan or route map. This includes barriers used to denote stationary elements such as alcohol service areas and to articulate participant flow for athletic events.
- Identification of minimum fourteen-foot (14') emergency access lanes throughout the event venue.
- All access routes, removable fencing, and exit locations should be clearly identified on your site plan or route map.

#### **EVENT INFRASTRUCTURE**

- The site plan or route map should include the location of all event infrastructure elements identified in your permit application including, but not limited to:
  - Portable restrooms.
  - Trash and recycling containers and dumpsters.
  - Placement of any vehicles and/or trailers including production and shuttle areas.
  - Portable, prefabricated, or site-built structures, bridges, staging, platforms, bleachers, or grandstands.
  - Tents, canopies and/or booths
  - Location of alcohol service
  - Tables, seating and other furniture
  - Shuttle locations
  - Other related infrastructure components not listed above but included in your permit application.

#### **Vendors**

Vendors will be required to obtain the appropriate City business license and City sales tax permit including any other permits referenced in the Special Event Policy and Procedures. To regulate vendors within the permitted area, the Applicant must submit contact information including emails for all vendors at least 10 business days prior to the event to the Special Event Coordinator. There are specific regulations on tents, canopies, temporary structures as referred within the Special Event Policy and Procedures.

Vendors selling food or beverage products are subject to requirements and restrictions of the State of Idaho Health and Welfare and Panhandle Health Districts. Sales cannot include commercial, imported or second-hand items, or tobacco, firearms, illegal substances or items associated with the use of illegal substances. Vendors selling sealed containers of beer, wine or alcohol are required to obtain alcohol beverage control licenses required through the State of Idaho and City of Sandpoint and a catering permit required through the City of Sandpoint.

- All vendors, suppliers, and their equipment must be removed at the end of the event or additional facility use fees will be charged
- Accessible electricity, drinking water, and wastewater dumping sinks and drains are limited. Power and water are available in some locations. Downtown events can have access to power on Main Street. A list of these needs should be detailed on the event map. Fees may apply.
- All vendors' connections to utilities (i.e. water, power, etc.) will meet all current code.
- Vendors must be self-contained or must use grey water barrels for their used water and grease barrels for the used grease. These barrels will be placed in and around vendor areas on pillow or pallets and will be the responsibility of the vendor.
- Vendors are to make sure coals and charcoal are out and cold before placing in trash containers.
- All property belonging to a vendor will be marked and identified as such.
- All drivers operating vendor carts must be licensed drivers, 18 years or older. Each cart must be identified with a sign or flag stating the vendor's name. All vendor carts must have approval prior to the event.
- Vendors' exhaust with large amounts of heat will not be allowed to locate directly under trees, this includes generators.
- It is prohibited to attach by any means banners, signs or any other items to trees or shrubbery.
- All roadways are fire lanes. Parking is allowed in designated parking lanes only: one space per vehicle. Vehicles parked in "No Parking" areas will be towed at owner's risk and expense
- No parking on pedestrian paths, bike paths, or sidewalks.
- Sky lanterns are not allowed.

### APPLICANT DETAILS

The Applicant is legally and financially responsible for the overall organization, management, and implementation of an event and its related activities. The Primary Contact name on the special permit application works closely with City staff throughout the permitting process and must have authority to make planning, operational, and financial decisions on behalf of the event. Correspondence directly related to operational planning issues may be directed to the Primary Contact. The Applicant is legally responsible and financially liable to the City of Sandpoint for all city fees and costs associated with the overall organization, management, and implementation of the event and its related activities. The Applicant may authorize the City to send invoices to the Primary Contact or other entity, however, maintains ultimate liability for payment of all fees and costs assessed by the City of Sandpoint.

## DETAILED EVENT PLANS

### Parking Control Plan

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No Parking signs may be obtained from the City Event Coordinator and must be posted seventy-two (72) hours prior to your event start time, including set-up. You must verify that all No Parking signs are placed in their correct location(s) every twenty-four (24) hours from the time of initial placement of the signage and a minimum of twelve (12) hours prior to your event start time. The City of Sandpoint maintains sole discretion to modify these requirements based on an evaluation of unique circumstances associated with an event or for events that take place on a weekly basis such as Farmer/Art markets.

Missing, collapsed, improperly placed, or damaged signs may prevent you from legally towing vehicles within your event venue and may result in an impact to your overall event plans. All signage must be removed from the venue immediately following the event.

### Traffic Control Plan

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An important part of the event planning process includes planning for the safe arrival and departure of event attendees, participants, and vendors by creating a traffic control plan that is suitable for the neighborhood environment in which the event will take place. Special events generally impact traffic demands in or near the location of the event.

Traffic control maps are attached for the downtown core designated area from Farmin Park, Jeff Jones Town Square on Main Street to First Avenue and Second Avenue between Church Street and Cedar Street and Farmers' Market.

The Sandpoint Police Department will determine if your event requires traffic control in order to facilitate vehicular and pedestrian movement on city streets and public rights-of-way affected by your event. Following are guidelines that should be incorporated in your transportation plan:

- All traffic control devices in the public right-of-way must be installed by a representative of the City or by a civilian who is certified in traffic control or as authorized by the City
- A developed standardized plan for the downtown event designated area is as follows:
- Traffic control plans for other event areas must be approved by the City in advance. A traffic control plan must be:
  1. Prepared and certified by a traffic control supervisor, or
  2. Prepared in compliance with a standard manual on Uniform Traffic Control Devices (MUTCD) Traffic Control Plan, or
  3. As otherwise approved by the City.

## Street Closures

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Moving vehicles are not allowed in a closed venue except when approved as part of a parade or other entertainment feature associated with your event. Exceptions to the use of vehicles in a venue may be granted by an authorized city representative for public safety purposes. You must indicate the presence of parked cars within your venue as part of your permit application.

Only a sworn or trained employee of the police department has the legal right to remove a vehicle from a city street or authorize a tow in the public right-of-way. As an event organizer, they must coordinate with the Sandpoint Police Department for the towing of all vehicles within the event venue prior to the onset of event activities, including set-up. Event Organizers will not be allowed to set-up or manage event activities where there are parked cars, even if the area is denoted on the final permit.

Applicant must plan for the closure and reopening of the streets and other areas in which the event will take place. If City Fire Department and City Police Department staff are present, they must coordinate the closure and opening of streets with these authorities.

## Security Plan

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The event organizer must ensure the event is safe and secure. This is accomplished through sound pre-planning by anticipating potential problems and concerns related to the event activities and surrounding environment and by being prepared to react during the event to any unanticipated problems. The size, type, time of day and location of your event, as well as the overall activities proposed to take place in association with the event, are all areas that need to be analyzed in depth and addressed through a security plan.

The Sandpoint Police Department will review the security plan and has final authority to require a minimum number of licensed private security guards, volunteer and staff positions as well as police officers and traffic controllers necessary to staff the proposed event. These measures may involve other safety strategies ranging, but not limited to, lighting, music genre selection, alcohol management, and venue design, etc.

Private security is typically used at events to enforce the operations and management of a broad array of safety measures ranging from crowd control within and around the venue, VIP management, and parking lot enforcement to identification checks, beer garden safety, money transfers, and/or any rules and regulations established by the Applicant. It is the responsibility of the Applicant to contract with a licensed private security company and to ensure that the company has the ability to respond to the security needs of the event and surrounding environment.

The Sandpoint Police Department may require department staff to be present at the event to supplement the security plan and to provide additional presence at the event. These sworn officers are there to enforce laws. It is not the responsibility of police officers to

provide the services that are the job of private security staff. If the special event impacts the community outside the venue, police services in addition to those needed to directly support your event may be required.

The Sandpoint Police Department has final authority over the event safety requirements. If the number of licensed private security guards approved by the Police Department is not provided, and/or proves inadequate, the Sandpoint Police Department maintains the right to shut down any or all components of your event and/or to provide additional police services that will be billed directly to the Applicant.

As part of the event security plan, the Sandpoint Police Department may allow use of volunteers in specific predetermined locations and capacities that do not require licensed security guards. Should the volunteer services fail to be provided, and/or prove inadequate; the Sandpoint Police Department maintains the right to shut down any or all components of your event and/or to provide additional police services that will be billed directly to the Applicant.

### **First Amendment Activity**

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Special events sometimes attract First Amendment, or free speech, activity such as protests, petition gathering and leafleting. The Sandpoint Police Department is responsible for managing protest activity. Generally, protestors have the right to be within sight and sound of an event. If the event is free and open to the general public, the Police Department will not remove an attendee, even if that attendee is associated with a protest group, unless the individual is disrupting the event or engaging in other illegal conduct.

When First Amendment activity is anticipated at the event, the Police Department will discuss the handling of the activity and may make suggestions to ensure the safety and rights of all are protected. Ultimately, the manner in which the activity will be managed depends on a number of factors including how the special event is organized, the location and venue configuration of the event, the number of people involved, the type of protest activity anticipated, and the city resources available to manage the overall scope of activities.

### **Regulations for Events in Parks**

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- Public access and egress are to be provided at the main gate only at Memorial Field. An exception will be permitted for entrance only if the event provides continuous staffing to physically monitor gates, otherwise all other gates will remain locked at all times.
- Whether leashed or unleashed, dogs are not allowed in any City Park or on any public beach, except at Hickory Park, Lakeview Park and Humbird Mill Park. A maximum of three (3) leashed dogs are allowed at designated dog friendly parks. Leashed dogs are recommended at Humbird Mill Park. Overnight camping is prohibited.

- Overnight camping is prohibited in Parks, unless specifically authorized by the Mayor.
- Parking shall be in designated areas only, maintaining open ingress and egress travel lanes for emergency vehicles and permitting public access to the boat launch. The sponsoring event organization shall specify its parking needs in advance and shall not exceed twenty five percent (25%) of the available parking. Vehicle parking “uninhabited” is permitted overnight in parks.
- The possession or consumption of any alcoholic beverage in public parks is prohibited unless specifically authorized by the City Council.
- Farmin Park and Memorial Field allow alcohol to be served when purchased on site from an authorized vendor with a valid alcohol beverage catering permit issued by the City in conjunction with a special event. Those consuming alcohol must remain in specific areas of the park designated for alcohol beverage consumption. In all cases, they must remain within the inner boundary of the park’s fencing or curb and not inhibit the use of the sidewalk by other persons.
- Boating and swimming at City Beach in designated areas only.
- Overnight visitor boat moorage is limited to the City Beach Marina and Windbag Marina.
- Amplified sound is prohibited in City Parks unless approved in advance by the City.
- The Applicant is required to meet with the City’s Park Supervisor at a minimum of 10 days prior to the special event if amplified sound, access to power, additional trash receptacles, additional portable toilets, or facility keys are requested or required for the event.
- Due to turf and sprinkler head damage, vehicles are restricted to paved park roads or parking areas. This includes concession trailers, delivery, and catering vehicles. Vendors must have permission of the Parks Supervisor prior to the event to drive on the turf. All sprinkler heads, utilities, and other site amenities will need to be identified by Park staff before each event. Vendors will be held liable for damages.
- Tents, canopies or other temporary structures cannot be secured by stakes in the park unless authorized.
- The use of inflatables are prohibited in City parks. Examples of inflatables include, but are not limited to, jumpers, obstacle courses, décor elements and promotional signage.

## Electricity Plan

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There are a number of local and state codes related to the use and distribution of electrical power. The Applicant is required to meet the State of Idaho Division of Building Safety Code. Failure to meet local and state codes may result in penalties or suspension of the use of the wiring or equipment until the corrective action is verified. Events may use electricity tapped from public lights and other public utility outlets, as approved by the

City.

The installation and distribution of all new or event specific electrical power used to support your event must be completed by a State of Idaho licensed electrician. In some cases, electrical distribution plans and load calculations prepared by a licensed electrical contractor or electrical engineer may be required. Existing City maintained lighting and outlet circuits may be used for event power use when prior approval is obtained in writing before the event date and time. The City may inspect power distribution safety at the event and may require onsite modifications.

The installation of all electrical elements must comply with Idaho Electrical Code (IEC) and all other applicable articles of the IEC. All wiring, equipment and devices must be maintained in a safe working condition for the duration of your event including set-up and dismantle.

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### **Utilities**

If the event has its own electrical utility meter, the event shall pay the City for any usage charged hereon. The event shall reimburse the City for all related Avista costs. The City will be responsible for water and sewer utilities.

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### **Trash**

The Applicant are required to develop and implement plans that ensure the proper disposal of waste generated by your event and its attendees, including during set-up and dismantle time frames associated with your event. The city provides street sweeping services and may also have additional trash containers available. This will be discussed and coordinated during the pre-event meeting. At the conclusion of your event, the event venue and surrounding areas must be cleaned and returned to a condition equal or better than the condition prior to the onset of your event activities.

Failure to perform adequate clean-up and/or repair damages to city property and facilities due to your event will result in the City of Sandpoint providing the services and billing the Applicant at full cost recovery rates for clean-up and/or repair.

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### **Restroom Facilities**

The number of portable toilets required will be determined based on the estimated peak time attendance. Applicant will be responsible for coordinating the portable toilets and the associated expense.

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### **Amplified Sound**

In most cases, issuance of a Special Event Permit will serve as approval to use amplified sound within the event venue as outlined in the permit application. Between the hours of 10:00 p.m. through 6:30 a.m., it should be unlawful for any person or business to make or

cause loud or offensive noise by means of voice, musical instrument, horn, radio, loudspeaker, sound amplifying equipment, automobile, machinery or power tools, or any other means which disturbs the peace, quiet, and comfort of any reasonable person or normal sensitivities residing in the area. An Applicant may be required to conduct decibel readings at pre-determined locations throughout the event time frame as part of your permit requirements.

## EVENT INFRASTRUCTURE

### Temporary Structures

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Structures erected for a period of less than 180 days, cover an area greater than 120 square foot and are used for the gathering of 10 or more people shall comply with the International Fire Code and International Building Code.

Such structures are considered permanent and are subject to required standards if a structure is erected for 365 days a year but is used on a seasonal basis for less than 180 days. If a membrane structure is erected for less than 180 days, they are subject to standards applicable to permanent buildings when they are attached to buildings.

Temporary structures and uses shall conform to the structural strength, fire safety, means of egress, accessibility, light, ventilation and sanitary requirements as necessary to ensure public health, safety and general welfare.

### Tents/Canopies

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The use of tents or canopies are to follow the provisions of the International Fire Code at 3401.

Vendors are responsible for meeting or exceeding the following requirements for the management of all tent and canopy areas:

#### *LOCATIONS*

- Property lines, buildings, other tents, canopies, or temporary membrane structures must be at least twenty feet (20') from tent support wires, ropes, and guy wires.
- A fourteen-foot (14') fire access lane must be maintained. The access route must be outside of support wires, ropes, and guy wires.
- A fourteen-foot (14') fire lane must be provided around the entire event venue and must connect with all fire lanes required around tents/canopies.
- Tents and equipment should never be an obstruction to a fire hydrant.
- All vehicle parking and other internal combustion engines must be at least twenty feet (20') from any tent/canopy.
- Additional authorization and/or on-site inspections may be required for tents/canopies that do not provide a fourteen-foot (14') access lane.

**INSTALLATION**

- Many parks and other public sites have irrigation, pipes and electrical components located inches below surface areas. Stakes are not allowed to be used in any City park unless authorized.
- If you use materials weighted by water to secure tenting, do not release any water
- Anchor wires/ropes shall not cross any means of ingress or egress at a height of less than seven feet (7').

**INGRESS/EGRESS**

- All tent ingress and egress points must remain open and shall not be obstructed whenever event participants or staff occupies the tent.

**FIRE SAFETY**

- Fire extinguishers of a 2-A-10B rating shall be provided every seventy-five feet (75') of travel distance between tents/canopies and must be secured in an upright position and protected from vehicular traffic.
- Heating and cooking equipment shall not be located within ten feet (10') of exits, aisles, passageways, or combustible materials.
- Hay, straw, trash, and other flammable material cannot be stored closer than thirty feet (30') from the outside of tents/canopies.
- Any cooking operation involving combustible cooking operation involving combustible cooking media (e.g. vegetable or animal oils and fats) will also require a 2-A: K Class K fire extinguisher in addition to the Class C extinguisher.
- Each extinguisher must be mounted and secured in a manner that it will not fall over yet be easily accessed in the case of an emergency.
- Each extinguisher must be visible and accessible and located away from the cooking area.
- Each extinguisher must have been serviced within the last year and have a State Fire Marshal service tag attached.

**Additional Fire Safety Tips**

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- Know where the fire extinguisher is for each tent/booth and how to use it.
  - Do not leave food cooking unattended.
  - Do not wear loose-fitting clothing when cooking.
  - In case of an emergency, call 9-1-1.

**ALCOHOL MANAGEMENT**

It is illegal for anyone under the age of 21 to consume alcoholic beverages in the State of Idaho. As the Applicant or authorized representative listed on the Special Event Permit

Application, they are legally liable for any consumption and/or possession of alcohol by a minor. Idaho Code 23-605 will apply that provides any person who sells, gives, or dispenses any alcohol beverage, including any distilled spirits, beer or wine, to another person who is intoxicated or apparently intoxicated shall be guilty of a misdemeanor.

### **Alcohol Service Conditions:**

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If the Applicant wants to sell or furnish alcoholic beverages at the event, they will be required to obtain an alcohol catering permit from an alcohol licensee authorized to serve alcohol through the State of Idaho. The Sandpoint Police Department may place restrictions on the way in which alcohol is managed at the event.

### **Designated Alcohol Service Areas**

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All events where alcohol is being consumed must provide a controlled space, the design of which must be approved in advance by the City and all catering permits are obtained and on file with the City's Special Event Coordinator.

Any Sandpoint police officer may revoke the permit to provide, serve or sell alcohol during the event for violations of the rules and terms of the permit application or final permit.

The following conditions, unless specifically modified and approved by the City at the pre-event meeting are required:

- The sales, services, and consumption of permitted alcoholic beverages must take place in a designated area.
- No additional dispensing points outside the designated area shall be authorized.
- Each time a person enters or re-enters a designated area, the person's age shall be verified with identification. The use of hand stamps or wrist bands to verify age is discouraged.
- Alcoholic beverages can only be sold or provided to people 21 years or old.
- The use of beer luges, drinking funnels, free pouring, etc. is prohibited.
- Commencement of alcohol service shall not begin prior to the start time of the event. Last service shall be conducted no later than one-half hour prior to the end of the event.
- The Applicant is responsible for resolving any problems associated with the event and/or issues of concern raised by neighbors.

### **OTHER EVENT ACTIVITIES**

Activities not included in the permit application are not authorized to take place in your event venue and can be curtailed by the Sandpoint Police Department. A member of the Sandpoint Police Department may terminate activities if they incite a crowd or have

potential to cause unruly and risky behavior. Use of some equipment, interactive activities, or animals may require additional safety features, insurance levels, or permits.

### Decor

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Number and locations of banners, pennants, flags, signs, streamers, inflatable displays and similar devices must be included in the site plan/route map and must receive approval from the City of Sandpoint. Under certain conditions, these items can be prohibited or limited. City Code Enforcement Officers may remove unauthorized décor and advertising in the permitted venue area and/or advertisers may be subject to fines.

### Signage

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Clear visible signage that can be seen over a crowd of people is important to the success of the event. All entrances, exits, start and finish lines should be clearly marked. Directional signage can help people locate food, entertainment, restroom facilities, and information areas making the event more user-friendly; resulting in enhanced pedestrian flow and the overall enjoyment of the event. Signage should meet accessibility standards.

## ACCESSIBILITY

The event plans must comply with all city, county, state and federal disability access laws and regulations applicable to the proposed event activities. All temporary venues, related structures, and outdoors sites associated with the event must be accessible to all disabled persons. If an area is not accessible, an alternate area must be provided with the same activities that are in the inaccessible areas. However, these activities must not be offered only to patrons with disabilities.

The following guidelines have been established to help develop plans to make your event accessible to the attendees, participants, and service providers that are part of your event. Please note that these are guidelines only and may not be inclusive of all city, county, state, and federal disability access requirements.

#### Paths of Travel/Accessible Routes

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- Your event should include accessible routes throughout your event venue, including parking areas and passenger loading and unloading zones.
- Accessible routes must be a minimum of 44" in width, not including the curb.
- Temporary ramps that do not exceed an 8.33% grade may be required to provide an accessible route and should be used when elevation changes more than 1/3" vertical or 1/2" beveled.
- Cable ramps or rubberized mats should be used to cover all cords, wires, hoses, etc. located within a path of travel.
- An alternate path of travel is required when the public right-of-way is obstructed.

- If an alternate path of travel is provided, signage designating the alternate travel path should be placed in readily visible locations.
- The alternate path of travel should be parallel to the disrupted pedestrian access route where possible.
- An alternate path of travel should have no protrusions up to a height of 80", including scaffolding and scaffolding braces.
- If the alternate path of travel is adjacent to a potentially hazardous condition, the path should be protected with a barricade or other safety equipment.

#### Accessible Parking/Transportation

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- Provide accessible parking if designated parking areas are provided for an event.
- If designated parking areas are not provided for the event, there should be provided, at a minimum, one accessible passenger loading and unloading zone marked with the international symbol for accessibility.
- Place disabled parking areas as close to the event venue as possible. If the surface is level and provides access to the event, private property with written permission may be used.
- Include accessible parking for any VIP or other specifically designated parking areas such as limo and taxi zones.
- Evaluate the need to provide additional accessible parking beyond that required due to the displacement of designated spaces and areas.
- Accessible vehicles must be included in your transportation plan if a shuttle program supports your event.
- Use accessible public transportation in your event plans whenever possible.
- Provide training and informational materials for your event staff and volunteers regarding accessible parking and transportation.

#### Accessible Restrooms/Sinks

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- A minimum of 10% of any portable restroom provided to support your event must be accessible and located on a level area not to exceed a 2% cross-slope in any direction.
- In any location where multiple restrooms are provided, at least one (1) unit must be accessible.
- If only one (1) restroom is placed in a location, it must be accessible.
- In any location where, multiple sinks or hand sanitizing units are provided, at least one (1) unit must be accessible.
- If only one (1) sink or hand-sanitizing unit is placed in a location, it must be accessible.
- An accessible route to each portable restroom and sinks or hand-sanitizing unit must be provided.

### Accessible Booths/Service Counters

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- An accessible route to all booth and/or service counter areas should be provided.
- Booths and/or service counters should be no more than 36" in height and must be 35" or greater in width.

### Accessible Staging/Seating

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- If the public has access to the stage at your event, it must be accessible using a ramp and/or lift and handrails.
- If you provide designated seating on a stage or within your venue, you must provide accessible seating and companion seating in the designated seating areas.

### Accessible Communication

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- Be prepared to provide event information in alternative formats, sign language interpretation, and assistive listening devices if requested.
- Signage should consist of high contrasting colors and should be placed in visible location(s).
- Plan to provide training and informational material regarding accessibility to your event staff and volunteers.
- Use the international symbol of accessibility where applicable throughout your event venue.

## COMMUNITY OUTREACH

As part of the event planning process, the Applicant must evaluate the potential impact of the event on the surrounding neighborhood or environment.

The event plans should include outreach and mitigating measures that address potential impacts the event may have on the surrounding area in which the event activities are proposed to take place. Applicant should meet with the residents, businesses, and other entities that may be directly affected by noise and street closures related to the event in order to address their specific needs. Affected businesses and residents include those businesses and residents that are directly adjacent to the event route with the event street closure. Documentation of this effort must be available to City representatives upon request.

## INSURANCE REQUIREMENTS

Before final approval of the Special Event Permit Application is granted, a Certificate of Insurance reflecting Commercial General Liability insurance shall be provided, if applicable for large special events.

All certificates of insurance must provide coverage for the duration of the event, including set up and tear down dates. The City’s Risk Manager has final authority regarding the insurance coverage and limits for the special event and can require insurance coverage from other service providers; place requirements or modifications on event components due to the unique nature or risk of a particular event or event component; and require participant waivers.

### Certificates of Insurance

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***GENERAL LIABILITY WITH LIMITS OF:***

- \$1 million per occurrence
- \$1 million general aggregate

***WORKERS’ COMPENSATION: as required by Idaho statutes***

The event Certificate Holder Must

Reflect:

City of Sandpoint  
1123 Lake Street  
Sandpoint, Idaho  
83864

### Endorsements:

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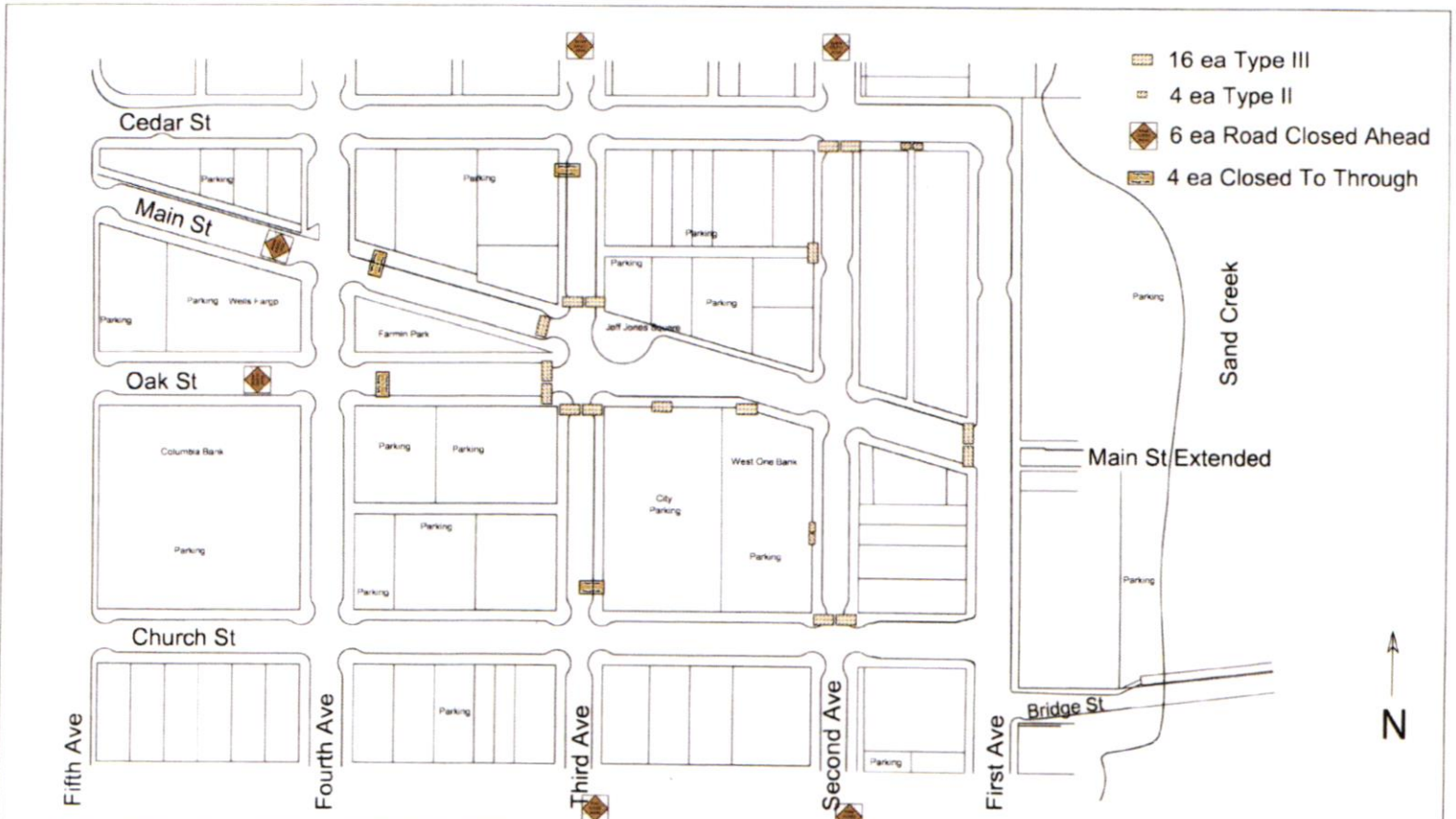
In addition to the certificates of insurance, the City of Sandpoint requires proof of the following policy endorsements:

***GENERAL LIABILITY***

- The policy must be endorsed to name “The City of Sandpoint, its elected officials, representatives, employees and agents” as additionally insured.



Sheet Title <b>Traffic Control Farmers Market</b>	City of Sandpoint 1123 Lake St, Sandpoint, ID 83864
Project <b>Downtown Sandpoint Traffic Control</b>	Traffic Control Approved by: <b>Chet Jackman</b> Initials: <i>[Signature]</i>
Drawn By: <b>BWR</b> Date: <b>11/13/18</b> Revision: _____ Sheet 1 of 1	



Sheet Title <b>Traffic Control Downtown Events</b>		City of Sandpoint 1123 Lake St, Sandpoint, ID 83864
Project <b>Downtown Sandpoint Traffic Control</b>	Traffic Control Approved by: <b>Chet Jackman</b> <i>(Signature)</i>	Drawn By: <b>BWR</b> Date: <b>11/13/18</b> Revision:      Sheet 1 of 1

From: [amber](#)  
To: [Hayley Keys](#)  
Cc: [Shery Meekings](#)  
Subject: Sandpoint Showdown Appeal notes  
Date: Wednesday, May 13, 2026 3:05:32 PM  
Attachments: [image001.png](#)  
[image001.png](#)

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Thank you for the opportunity to appeal the City's decision on The Second Annual Sandpoint Showdown. Our vision behind bringing a motorcycle rally to North Idaho is backed by a multitude of reasons. Ultimately the driving force behind this event is being of service to our community. We scheduled it during the shoulder season which benefits the local businesses of Bonner county as a whole. Shoulder season also enabled us to be "local" and focus on appealing to varied demographics. It was amazing to see such a wide cross-section of people enjoying the day. While my primary focus is on the motorcycle community we strove to make it family friendly and create a community vibe. Being our first year we had a lot to learn but overall the feedback we received was positive. Based on the items listed on our denial we feel that they are all easily fixable. We understand that the crane and mechanical bull were not listed on last year's permit. We welcome the opportunity to discuss whether we can safely add to this year's event. As for blocking gunny alley it was not our intention. When I attended the Art fair, I took pictures and based some of our set up based on what I saw there, assuming it was an established event. I understand we had a few burn-outs but with all events that are open to the public we can control what we do and better educate the attendees for next year. We are open to discussing and implementing what changes need to happen.

Last year the permitting process took longer than we expected and created challenges in securing funding to put the event on. Because of this we submitted our 2026 in a timely manner. We also requested a meeting to go over last year's event and to see if there were any changes that needed to be made. We are volunteers trying to be of service to our community. Our request for a meeting was never addressed and the response we finally received was a denial with 48 hours to respond in tiny print. We want to add value and it is frustrating to feel forced to figure out what is needed from us. If the majority of attendees and businesses downtown and in the surrounding area want this event isn't it the job of our elected officials and those who work for the city to assist us in bringing value to our town? Let's work together to create another Sandpoint Showdown that can be enjoyed by all.

Amber

On Thu, May 7, 2026, 1:33 PM Hayley Keys <[hkeys@sandpointidaho.gov](mailto:hkeys@sandpointidaho.gov)> wrote:

Hi Shery,

I wanted to follow up on our conversation from last week regarding the Sandpoint Showdown appeal. I was able to get the matter placed on the City Council's May 20 meeting agenda.

Please send along any information or supporting documents you would like included in the meeting packet, so Council members have adequate time to review them in advance. The latest we can accept these are Wednesday, May 13.

Thank you,



Hayley Keys

Deputy City Clerk | Special Event Permit Coordinator

208-946-2065

From: Shery Meekings <[carousel.sandpoint@gmail.com](mailto:carousel.sandpoint@gmail.com)>  
Sent: Wednesday, April 29, 2026 4:12 PM  
To: Hayley Keys <[hkeys@sandpointidaho.gov](mailto:hkeys@sandpointidaho.gov)>  
Cc: amber <[allegedlywithamber@gmail.com](mailto:allegedlywithamber@gmail.com)>  
Subject: Re: Sandpoint Showdown

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Good afternoon Haley. My spidey-senses were going off today and just happened to pop in to see if our application was approved. ..I see here in my email that we were denied. Amber and I would like to appeal this denial to City Council. This is our official written notice to appeal within 48 hours of receiving this denial email.

The Sandpoint Showdown was a great success for a "first year" event and we had an awesome turnout. We personally had hundreds of people thank us and the city for allowing this event in Downtown Sandpoint. We're asked daily if it's happening again this year and many have asked how they can be involved. I've also had wonderful feedback from 99% of our local shop owners and a even a few of our city council members. The Sandpoint Showdown without a doubt positively contributed to Sandpoint's fall shoulder season and we'd like to opportunity to host the event again in 2026.

After hosting this event one time, we are more seasoned and can now see where we need to have communication with the city when we encounter ANY changes from the original plan. We are more aware of what safety looks like from a city and police objective. We are willing to add these items (bull and crane to our application) or just eliminate them. We want to insure community safety guidelines are met and are happy too add security this year as well. We did offer private security last year but were told by the police department that they'd prefer to not have private security. As for the burnouts, I was only aware of one after the event was over. I honestly thought that was pretty good for 750 bikes in town but we want to make sure the city, police department, community members, Sandpoint and state property are well respected and honored by every guest at the event. Sure hope we get the opportunity to correct our learning curve mistakes and make this event even better than it was last year. I'd love to schedule a meeting with you Haley and appreciate your help.

Sincerely,

Shery



SHERY MEEKINGS | OWNER  
334 N First Ave, STE 102  
Sandpoint, ID 83864  
208-263-4140



On Mon, Apr 27, 2026 at 2:25 PM Hayley Keys <[hkeys@sandpointidaho.gov](mailto:hkeys@sandpointidaho.gov)> wrote:

Hi Amber,



## AGENDA REPORT

### City Council Meeting

**TODAY'S DATE:** May 12, 2026

**MEETING DATE:** May 20, 2026

**TO:** MAYOR AND CITY COUNCIL

**FROM:** Erik Bush, PLA; Project Manager, City Forester

**SUBJECT:** Update - draft City Code Amendment and Arboricultural Manual Update

#### DESCRIPTION/BACKGROUND:

The City of Sandpoint has an adopted Arboricultural Manual (2003) that establishes specifications, standards, and practices related to the City's urban forestry program. Section 7-15-13 of City Code references criteria for historic and heritage trees as described in the Arboricultural Manual; however, the manual does not currently contain a section specifically addressing Heritage Trees or associated evaluation criteria.

Over the past year, the Urban Forestry Commission met to discuss, refine, and ultimately recommend definitions and evaluation categories for Heritage Trees. The Historical category definition was also reviewed and confirmed by the Architectural and Historic Preservation Commission.

The proposed Heritage Tree categories are as follows:

- 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.
- Specimen — Age, size, health, or aesthetic factors may qualify the tree as unique among the species in Sandpoint, Idaho.
- Rare — One or very few of a kind, or is unusual in some form of growth or species.
- Significant Grove — Outstanding or significant groups of trees that impact the city's landscape.
- Ecological — A tree that provides a unique ecological benefit or service to the urban environment.

In addition to the proposed definitions, the Urban Forestry Commission also developed evaluation criteria and defining metrics for each category to help ensure Heritage Tree nominations are reviewed consistently and objectively.

The proposed Arboricultural Manual update would establish a formal Heritage Trees Recognition Program and incorporate these definitions, evaluation criteria, nomination procedures, and program guidance into the manual.

The proposed code amendment also clarifies that Heritage Tree recognition is voluntary and non-regulatory and does not impose restrictions on property rights, maintenance obligations, permit requirements, or future land use.

#### STAFF RECOMMENDATION:

N/A; Proposed Code Amendment and Arboricultural Manual will come back to council for a approval at a future meeting in June.

**ACTION:**

N/A.

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

**ATTACHMENTS:**

Proposed Amendment to City Code 7-15-13

Proposed Amendment to the Arboricultural Manual

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## CHAPTER 15 URBAN FORESTRY

### 7-15-1: Short Title:

This chapter shall be known and cited as the City Of Sandpoint Urban Forestry Ordinance.  
(Ord. 1190, 6-18-2008)

### 7-15-2: Purpose:

The city council recognizes that a healthy urban forest is a key component of the quality of life. This chapter is intended to encourage and promote the preservation, expansion, protection and proper maintenance of the community forest of the city. Enhancing the beauty of the city, stimulating the planting and growing of desirable trees and educating the public about the community forest while balancing the needs of the community with the needs of the community forest are the primary goals of this chapter.  
(Ord. 1190, 6-18-2008)

### 7-15-3: Definitions:

For the purpose of this chapter, the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, and words used in the future tense include the present tense, and words in the plural include the singular and words in the singular include the plural. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined in this section shall have their common and ordinary meaning.

**ABUTTING PROPERTY OWNER(S):** A property owner or owners whose property abuts a public right-of-way and who is therefore responsible for any public tree on that right-of-way. When any part of the cylinder of the trunk crosses the private property line between two (2) owners, the owners share responsibilities to the tree and both are considered abutting property owners.

**APPLICANT:** A person who is applying for a license, certification or permit as required by this chapter.

**APPROVED TREE LIST:** A list of trees that have been approved by resolution of the city council, also referred to as master tree list.

**ARBORICULTURAL MANUAL:** The "Arboricultural Specifications and Standards of Practice for the City of Sandpoint" adopted by resolution of the city council which contains regulations and standards for the planting, pruning, removal and maintenance of trees on public property and a program for developing and improving the tree, and other plant resources of the community. This manual also contains the "city maintenance responsibility list", the "master tree list", and "vegetation management plan", and it is a reference of policies and regulations and procedures for particular points of law within this chapter.

**CITY:** The City of Sandpoint, Idaho.

**CITY FORESTER:** A city staff member appointed by the mayor to direct the urban forestry program.

**CITY MAINTENANCE RESPONSIBILITY LIST:** Those trees within public right-of-way for which the city has the sole responsibility for maintenance, pruning and removal. This list shall be adopted by resolution as approved by city council resolution.

**CITY OF SANDPOINT SIDEWALK STANDARDS AND STANDARD DRAWINGS:** Those standards and drawings developed by the public works department and adopted by resolution by the city council for sidewalks in the city.

COMMERCIAL TREE WORK: Any work performed by a person on street or public trees for compensation.

COMMUNITY FOREST: The sum of all trees within the city limits of the City of Sandpoint, both public and private.

CONTROLLER: Every person (owner, agent, tenant, occupant, or lessee) who exercises care, custody and control of private real property that abuts a right-of-way upon which a public tree is located.

DISEASED TREE: Any tree or part thereof that has become blighted, defaced, or infected by an injurious pest.

GUIDE FOR PLANT APPRAISALS: A book published by the International Society of Arboriculture that is commonly used by municipalities, landscape architects and other parties interested in determining the real and present dollar value of individual trees.

HARDSCAPE: Sidewalks, curb, tree grates, tree grate frames, and irrigation systems, all of which are generally associated with street trees in an urban setting.

HAZARDOUS TREE: Any tree or tree part that poses a high risk of damage to persons or property.

**HERITAGE TREE: A tree or grove recognized by the City as having notable environmental, cultural, historical, or community significance based on criteria established in the Arboricultural Manual. Heritage Tree recognition is a voluntary, honorary designation and does not impose restrictions on property rights or future land use.**

INJURIOUS PEST OR DISEASE: Refers to organisms capable of seriously damaging the form or structural integrity of a tree.

LICENSEE: A person with a valid contractor's license and/or tree service certification as required by this chapter.

MASTER TREE LIST: A list of approved and prohibited trees to be planted within the public rights of way.

PARK TREES: All trees in public parks and in all areas owned by the city but excluding those trees in the public right-of-way.

PERSON: Any individual, firm, partnership, corporation, association, company, municipal corporation, or other governmental entity or organization of any kind.

PERMIT TO DO WORK ON TREES: A permit signed by the city forester that allows the controller or licensee to prune or remove public trees and which specifies conditions under which such work may be undertaken.

PRIVATE TREE: A tree that is not a public tree.

PRUNING, MAJOR: The pruning or cutting out of branches four inches (4") in diameter or greater; extensive root pruning; or cutting out of branches and limbs constituting greater than fifteen percent (15%) of the tree's foliage bearing area. The pruning shall retain the natural form of the tree.

PRUNING, MINOR: Pruning or cutting out of water sprouts, suckers, twigs, or branches less than four inches (4") in diameter, and which constitutes less than fifteen percent (15%) of the tree's foliage bearing area. The pruning shall retain the natural form of the tree. Removal of dead wood, broken branches and stubs are included within the definition of minor pruning.

PUBLIC PLACE OR PUBLIC PROPERTY: Property owned or leased by the City of Sandpoint.

PUBLIC RIGHT-OF-WAY: That strip of private land dedicated to, or over which is built, public streets, sidewalks or alleys, or used for or dedicated to utilities installation within the right-of-way. To the extent permitted by state law, public right-of-way shall include right-of-way owned by the state of Idaho.

PUBLIC TREE: A tree that is situated in such a manner that twenty-five percent (25%) or more of the tree trunk at ground level is on public property or public right-of-way, including state of Idaho right-of-way.

PUBLIC TREE INVENTORY: An inventory of the location, size, health and condition of the city's ROW and park trees taken periodically and stored on a database.

PUBLIC UTILITY: Any organization, including telephone and electric, cable or gas companies, that has a franchise or other lawful right to use the public rights of way.

**REPLACEMENT TREE:** A tree having minimum caliper of one and one-half inches (1½") measured at a point six inches (6") above the ground line.

**SECURITY AGREEMENT:** A contract between the city and a developer and is part of a tree preservation plan. The agreement secures the contract with a performance bond or cash escrow account.

**SEVERE CROWN REDUCTION:** The specific reduction in the overall size of a tree and/or the severe internodal cutting back of branches or limbs to stubs within the tree's crown to such a degree as to remove the normal tree canopy and disfigure the tree. Severe crown reduction is not an acceptable form of pruning.

**SHRUB:** A multiple stemmed, woody plant whose height at maturity is between three feet (3') and fifteen feet (15').

**STREET:** That portion of the public right-of-way which is improved, maintained and intended for use by vehicles to provide traffic circulation, primary access to abutting properties and parking. This definition includes all of the area typically located between curbs.

**STREET TREE:** All public trees located within the public right-of-way.

**TOPPING:** The severe cutting back of limbs to stubs larger than two inches (2") in diameter or the removal of the top part (trunk and limbs) of a coniferous tree, thereby removing a significant portion of the normal crown and disfiguring the tree. Topping is not an acceptable form of pruning.

**TREE:** A woody perennial plant having one main stem or trunk and many branches. It usually exceeds fifteen feet (15') in height at maturity; however, its failure to achieve such a height at maturity shall not preclude its inclusion as a tree.

**TREE COMMITTEE:** See "Urban Forestry Commission."

**TREE LAWN:** The area within the right-of-way easement, generally the lawn between the curb and sidewalk; also known as the "parking or planting strip".

**TREE PRESERVATION ZONE OR TPZ:** A circle surrounding the target tree with a radius of one foot (1') for every one inch (1") diameter of tree, measured six inches (6") up from soil level.

**TREE SERVICE:** Commercial services provided for trees, including, but not limited to: planting, removal, pruning or engaging in technical arboricultural practices.

**TREE STANDARDS:** The set of specifications concerning the planting, care and maintenance of trees as found in the arboricultural specifications and standards guide for the City of Sandpoint.

**URBAN FORESTRY COMMISSION:** A citizen advisory board appointed by the mayor and approved by the city council to assist the city in the management of its community forest. When reference is made to "tree committee" within city code or city policies, programs or plans, that term is the same as and interchangeable with "urban forestry commission".

**VEGETATION MANAGEMENT PLAN:** A comprehensive plan adopted by resolution of the city council, addressing the long term goals and strategic planning related to tree planting, pruning, removal and maintenance needs of community trees to encourage the sustainability of the urban forest.

(Ord. 1190, 6-18-2008; Ord. No. 1425, § 1, 8-21-2024)

#### **7-15-4: Applicability:**

This chapter shall apply to any public tree located in the public right-of-way, in public parks, in a tree lawn, and on other city property as well as to those trees and shrubs located on public and private property that are required by regulations or have been declared to be a public nuisance pursuant to this chapter.

(Ord. 1190, 6-18-2008)

### 7-15-5: Urban Forestry commission:

A citizen advisory board known as the urban forestry commission shall be created and established under Sandpoint City Code Title 2, Boards and Commissions.

(Ord. 1190, 6-18-2008; Ord. 1271, 6-20-2012; Ord. No. 1425, § 2, 8-21-2024)

### 7-15-6: Arboricultural Manual:

The "Arboricultural Specifications and Standards of Practice for the City of Sandpoint" (arboricultural manual) as adopted by the city council may be amended by resolution. The manual includes, but is not limited to, the specifications and standards for tree planting, pruning and removals, the city maintenance responsibility list, master tree list, **heritage tree definitions**, and vegetation management plan.

(Ord. 1190, 6-18-2008)

### 7-15-7: Care of Trees Within the City:

- A. City Responsibilities: The city shall be responsible for the following:
1. Care and maintenance of park and other public area trees that are maintained by the parks department. Maintenance shall include the removal of dead, diseased or hazardous trees and the management of insects and diseases in those trees.
  2. Care and maintenance of all public trees in the areas of "city maintenance responsibility list" as described in the arboricultural manual. In these areas, no controller or adjoining property nor anyone else may prune or remove or deface any tree without penalty.
  3. The management of insect and disease management programs for all trees in the city that have been infected by exotic, or nonnative, diseases and insects.
  4. The repair of damage done to the sidewalk and surrounding areas by the roots of public trees, or private trees when the city forester determines they are appropriate species for their location and were appropriately placed. The city shall follow construction guidelines and standards as referenced in the arboricultural manual and the "City of Sandpoint Sidewalk Standards and Standard Drawings".
  5. Nothing in this chapter shall prohibit the city, without a charge to the abutting property owner(s), and based upon needs described indirectly or directly in the city public tree inventory, from eradicating injurious pests and diseases, pruning or removing or planting trees located within the public right-of-way.
  6. **The City may consider heritage or significant trees in the planning and design of public improvements, where feasible and consistent with public safety, accessibility standards, utility infrastructure, and approved project objective.**
- B. Private/Controller Responsibilities: Every controller shall be responsible for the following:
1. Meeting all the requirements and obtaining all the permits necessary for work done on adjacent public trees as described in this section and in the arboricultural manual;
  2. Care and maintenance of public trees located on the right-of-way adjacent to the controller's private real property including:
    - a. Removal and replacement of public trees or removal of those portions of public trees declared to be a public nuisance by the city when they are located on the right-of-way adjacent to the

- controller's private real property; removal and replacement regulations and procedures are described in this section and in the arboricultural manual;
- b. Pruning of public trees located on the right-of-way adjacent to the controller's private real property. Branches of trees that intrude into sidewalks must be pruned to provide clearance for pedestrians and branches that intrude into the street must be pruned to provide clearance for city and public vehicles. Clearance for sidewalks and streets is specified in the arboricultural manual. A permit is required for major pruning. See the arboricultural manual for a sample permit;
  - c. Watering and fertilizing when necessary;
  - d. Refraining from injuring a public tree by any means including, but not limited to, topping or severe crown reduction; installing potentially harmful devices such as tree houses on a tree; poor construction or excavation practices as defined by the arboricultural manual; damage to root systems by compacting or filling on or around the base of a tree; storing or spilling harmful chemicals within the root system of a tree;
  - e. Control of injurious pests for public trees and shrubs located on the right-of-way adjacent to the controller's private real property;
  - f. Care, removal and replacement of street trees which are topped, or whose crowns are severely reduced or which are improperly pruned, based upon current International Society of Arboriculture standards;
  - g. Abutting property owners shall not be responsible for removal and replacement of street trees where it can be shown by reasonable evidence that the tree has been topped or improperly pruned or otherwise injured by a public or private utility;
3. Control of significant pests for private trees and shrubs on the controller's private real property;
  4. Replacement within the right-of-way with trees that are appropriate for the location; that are on the city's approved master tree list; that are of sufficient size and quality and are planted in a manner as specified in the arboricultural manual; that are not prohibited by the city:
    - a. The stump and roots of the removed tree shall be reduced in a manner described in the current edition of the city arboricultural manual;
    - b. All tree work derived debris shall be removed from the street and sidewalk by the day and time stipulated in the agreement between the city and the controller/contractor called the "permit to do work on trees";
    - c. Trees are to be replaced within nine (9) months of removal and planted according to the best planting practices as described in the arboricultural manual;
    - d. If replacement is not possible, or the tree committee agrees to an alternative, the abutting property owner shall pay into the urban forest account, a replacement fee to be established by resolution of the city council;
    - e. If a tree is to be removed at the order of the city forester, unless immediate removal is necessary to protect public health and safety, the controller has thirty (30) days to remove the tree;
  5. Procurement of a signed "permit to do work on trees" from the city before any work is undertaken for trees within the right-of-way;
  6. The city may allow alternate funding methods for tree removal and replacement for property owners who meet certain income guidelines as described by council.
- C. Standards: Care and maintenance of public trees shall adhere to the city's arboricultural specifications and standards guide, but those standards may be modified by the city forester.

D. Removal of Public Trees and Shrubs:

1. Policy: It is the policy of the city that public trees shall not be removed without written authorization of the city forester who may seek concurrence from the Sandpoint tree committee and city council. The city forester may consult with the tree committee regarding the removal of live, healthy trees. Permits will be granted only under the criteria specified in the arboricultural manual.
2. Appeals: Decisions by the city forester may be appealed in a manner described in the section entitled "Appeals", of this chapter.
3. Emergency Pruning and Removal: If immediate removal or major pruning is required to protect the health and safety of the public or to restore basic utility services, tree work to mitigate the immediate hazard may be performed without a permit. If there is an imminent danger to the traveling public or to basic utility services, a city employee or utility company employee may act without a permit. The city forester shall be notified by the entity undertaking the work within twenty-four (24) hours of any emergency action taken.

(Ord. 1190, 6-18-2008; Ord. 1271, 6-20-2012)

**7-15-8: Commercial Tree License:**

- A. Any person provided compensation to prune, plant, or remove a street tree or park tree must be licensed to perform commercial tree work by the city unless such person is supervised by the holder of a license or who is a city employee approved by the city forester, doing work for a city department. See the arboricultural manual for specific qualifications.
- B. The license is an annual license with a term from January 1 to December 31 of each year. The fee is set by resolution of the city council.
- C. The license is not transferable, nor shall any part of the license be refundable.
- D. The city may revoke or deny the license when the licensee or proposed licensee commits any of the following acts or omissions:
  1. Knowingly violates any of the provisions described in that section currently entitled "Care of Trees Within The City", of this chapter, or any of the standards established in the arboricultural manual;
  2. Knowingly combines or conspires with another person by permitting one's license to be used by such other person unless employed by the licensee.

Revocation shall be for a period of one year for the first violation, two (2) years for the second violation, and permanent for the third violation.

- E. Any applicant whose license is denied or revoked may appeal the decision by following the procedures outlined in the section currently entitled "Appeals", of this chapter.

(Ord. 1190, 6-18-2008)

**7-15-9: Tree Protection, Conservation and Preservation:**

- A. Protecting Public Trees During Construction: Construction and/or excavation by public or private controllers taking place within the "tree preservation zone" of any tree growing in the public right-of-way shall adhere to protective methods as outlined in the arboricultural manual. The city forester will inspect all such construction sites to ensure minimum damage to trees.

When public right-of-way trees are damaged, to the point that the tree(s) may die within a year or two (2) as a direct result of the damage, and as determined by the forester or his designee, due to excavation or construction, the abutting property owner shall be responsible for paying to the city the amount of money equal to the current

value of the tree(s) damaged as determined by the "Guide for Plant Appraisal", except where public or private contractor negligence damaged the tree in which case the contractor shall be responsible for the same damage costs.

Failure to follow the construction or excavation guidelines established in the arboricultural manual shall be cause to deny issuance of any applicable city issued permits and to require remedial action in accordance with this chapter.

- B. Private Trees and Agreements with The City: The applicant, prior to the removal of trees in an area subject to city jurisdiction, or prior to the approval of, or issuance of a permit for any activity in connection with which privately owned trees are required to be protected or replaced shall enter into a written security agreement as set forth in the arboricultural manual.

(Ord. 1190, 6-18-2008)

### **7-15-10: Public Nuisances:**

The city forester may take such action as is necessary to abate public nuisances.

- A. Nuisances Listed: The following are hereby declared public nuisances under this chapter:
1. Any dead tree or shrub located on city owned property or on the public right-of-way;
  2. Any tree or shrub that harbors pathogens or injurious insects which reasonably may be expected to injure or harm other trees or shrubs;
  3. Any tree or shrub that, by reason of location or condition, constitutes an imminent danger to the health, safety, or welfare of the general public.

(Ord. 1190, 6-18-2008)

### **7-15-11: Appeals:**

Any controller may appeal decisions of the city forester to the tree committee within ten (10) days of the permit denial or the city forester's decision. The appeal notice must be in writing and submitted to the city forester at least ten (10) days after a written decision. The notice must include, at a minimum, the following information:

- A. Name, address and telephone number of applicant;
- B. Location of trees involved in the appeal;
- C. Decision being appealed; and
- D. A concise statement of the reasons for appeal.

The appeal shall be given a priority to be heard at a regularly scheduled meeting of the tree committee. Decisions of the tree committee may be appealed to city council by filing a notice of appeal with the city clerk within ten (10) days of written notice to the appellant of the tree committee's decision.

A copy of the decision for the appellant is sent through U.S. mail, with proper postage affixed, to the address provided to the city on the original appeal notice. Notice shall be considered complete three (3) days after mailing.

Decisions of the city council shall be final.

(Ord. 1190, 6-18-2008; Ord. 1271, 6-20-2012)

**7-15-12: Penalties:**

- A. Any violation of any part of this chapter may be charged as a misdemeanor, punishable by a fine of not more than one thousand dollars (\$1,000.00) for a first offense. Second or subsequent violations may be punishable by a fine of not more than one thousand dollars (\$1,000.00), imprisonment in a county jail not exceeding six (6) months, or by both. Each incident may be considered a separate violation.
- B. The city may exercise any civil remedy it has by law.
- C. In addition to remedies set forth under subsection A of this section, any person responsible for a violation of those sections currently entitled "Care of Trees Within The City" and "Tree Protection, Conservation and Preservation: Protecting Public Trees During Construction", of this chapter, must pay the cost of repairing or replacing any tree damaged by the violation, including the cost of hardscape construction or reconstruction, if applicable. The value of trees is to be determined in accordance with the latest edition of the "Guide For Plant Appraisal" as published by the International Society of Arboriculture. The city attorney or other designee of the city is authorized to seek restitution or other legal redress for violation of these sections.

(Ord. 1190, 6-18-2008)

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

The City may recognize trees of significance that contribute to the environmental, cultural, or historic character of the community.

Heritage Tree recognition is a voluntary, non-regulatory program. Recognition does not impose restrictions on property rights, create maintenance obligations, require permits for removal or pruning, or create any entitlement or property interest.

Recognition criteria, evaluation methods, and program guidance shall be established in the Arboricultural Manual, as adopted by the City.

To qualify for recognition, a tree or grove must generally meet one or more of the following categories. Specific metrics and the nomination process shall be maintained in the Arboricultural Manual:

- A. 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.
- B. Specimen- Age, size, health, or aesthetic factors may qualify the tree as unique among the species in Sandpoint, Idaho.
- C. Rare- One or very few of a kind, or is unusual in some form of growth or species.
- D. Significant Grove- Outstanding or significant groups of trees that impact the city's landscape.
- E. Ecological- A tree that provides a unique ecological benefit or service to the urban environment.

~~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 tree committee, in coordination with the historic preservation committee based on the criteria as described in the arboricultural manual.~~

(Ord. 1190, 6-18-2008)

## Appendix A: Heritage Trees Recognition Program

### A. Purpose:

The Heritage Tree Recognition Program is intended to identify and celebrate trees and groves that contribute to the environmental, cultural, and historic character of the City of Sandpoint.

The program is voluntary and non-regulatory and is designed to promote community awareness, stewardship, and appreciation of the urban forest.

Information about the program, including nomination materials and recognized trees, is available on the City's website.

### B. Definitions and Categories

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.

### C. Evaluation Criteria

The following criteria are used to evaluate whether a tree or grove may qualify for Heritage Tree recognition. Not all criteria must be met.

#### 1. Historical

*Does the tree have documented historical significance?*

- Is the tree located on or immediately adjacent to a designated historic property, structure, or district?
- Is there credible documentation (historic records, photographs, maps, or local histories) demonstrating the tree's association with a historic structure, site, or landscape?

- Is the tree associated with a documented historic event, person, or period significant to the City of Sandpoint?
- Has the tree been intentionally preserved or referenced in historical plans, dedications, or commemorations?
- Does the estimated age of the tree reasonably align with the historic period or event it is associated with?

## 2. Specimen

*Does the tree stand out as exceptional within its species locally?*

- Is the tree significantly larger (height, canopy spread, or trunk diameter) than typical specimens of the same species in Sandpoint?
- Does the tree exhibit an advanced age relative to others of the same species in the city?
- Is the tree in good to excellent health considering its age and species?
- Does the tree possess exceptional form, symmetry, or visual presence compared to other local examples?

## 3. Rare

*Is the tree uncommon or unusual within the local urban forest?*

- Is the species uncommon or infrequently found within the City of Sandpoint?
- Are there few known specimens of this species within the city or region?
- Does the tree exhibit unusual growth characteristics, form, or genetic traits not commonly seen in the species?
- Is the tree a remnant of a historically significant or declining species in the local area?
- Has the species been identified by the City Forester as rare or notable within the city's tree inventory?

## 4. Significant Grove

*Does the group of trees collectively contribute to the city's landscape character?*

- Does the grove consist of a cohesive group of trees that function as a visual or ecological unit?
- Does the grove significantly contribute to neighborhood character, streetscape identity, or a public open space?

- Is the grove highly visible or experienced by the public (e.g., parks, trails, gateways, or prominent corridors)?
- Does the grove provide a measurable benefit such as shade, buffering, or scenic value at a scale not achievable by individual trees?
- Would removal or degradation of the grove result in a noticeable loss to the city's landscape or sense of place?

## 5. Ecological

*Does the tree provide exceptional environmental benefits beyond typical urban trees?*

- Does the tree provide critical habitat for wildlife, including nesting, roosting, or food sources?
- Does the tree play a significant role in stormwater management, erosion control, or shoreline stabilization?
- Does the tree contribute meaningfully to air quality improvement, urban cooling, or reduction of heat-island effects?
- Is the tree part of a connected ecological system or corridor within the urban environment?
- Would the loss of the tree result in a disproportionate ecological impact compared to removal of a typical urban tree?

## D. Nomination and Review Process

1. Nomination: Trees or groves may be nominated by property owners, residents, or City staff

Property owner consent is required for privately owned trees

2. Review: Nominations are reviewed by the City Forester for completeness and eligibility. The Urban Forestry Commission may provide recommendations based on the criteria in this appendix

3. Recognition: Final recognition is issued by the City.

## E. Administration

The program is administered by the City, with support from the Urban Forestry Commission. The City Forester is responsible for program coordination, evaluation, and recordkeeping.





# AGENDA REPORT

## City Council Meeting

**TODAY’S DATE:** May 12, 2026

**MEETING DATE:** May 20, 2026

**TO:** City Council

**FROM:** Councilor Pam Duquette

**SUBJECT:** Heritage Tree Definition Development

**DESCRIPTION/BACKGROUND:**

Direct staff to include on the Urban Forestry Commission agenda the prepared definition of a Heritage Tree that can be later adopted into City Code. This would assist in moving forward in discussions for the possibility of developing an educational Heritage Tree Protection Program for private property.

Staff will be developing a public Heritage Tree Education Protection Program, similar to other Idaho communities like Moscow and Hailey, to preserve our heritage trees and it would be beneficial to align with the public program and develop a Heritage Tree Education Protection Program for the private sector. When this private program is developed, the City can then have discussions to implement the program to educate the community about the importance and value of the City’s heritage trees when doing private property renovations or development.

**RECOMMENDATION:**

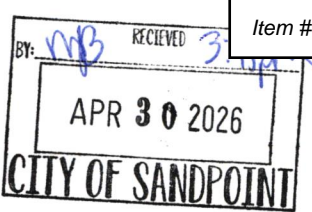
Council to consider directing staff to include on the Urban Forestry Commission agenda the development of a definition of a Heritage Tree that can be later adopted into City Code to assist in moving forward in discussions for the possibility of developing a Heritage Tree Education Protection Program for the private sector.

**ACTION:**

City Council to direct staff to include on the Urban Forestry Commission agenda the development of a definition of a Heritage Tree that can be later adopted into City Code to assist in moving forward in discussions for the possibility of developing a Heritage Tree Education Protection Program for the private sector.

**WILL THERE BE ANY FINANCIAL IMPACT? No HAS THIS ITEM BEEN BUDGETED? N/A**

**ATTACHMENTS:**



**SANDPOINT CITY COUNCIL AGENDA REQUEST FORM**

Today's date: 4 / 22 / 26

Date of meeting 5 / 20 / 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:

Pam Duquette City Councilor Pam Duquette

Address: Sandpoint City Hall

Phone number and email address: \_\_\_\_\_

Authorized by: [Signature] \_\_\_\_\_  
name of City official City official's signature

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

\*Subject: Heritage Tree Program

Summary of what is being requested: Request staff and Sandpoint's Tree Commission to create a program to inspire and educate the community about the importance of our urban forests in step with the City of Moscow and City of Hailey's Heritage Tree Programs.

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

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

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

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

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

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

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

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



## AGENDA REPORT

### City Council Meeting

**TODAY'S DATE:** May 12, 2026

**MEETING DATE:** May 20, 2026

**TO:** City Council

**FROM:** Councilor Pam Duquette

**SUBJECT:** Apply to be an International Dark Sky Community

#### DESCRIPTION/BACKGROUND:

The City currently has a Dark Sky Ordinance in regard to lighting, which can be found in *Title 8, Building Regulations, Chapter 4, Outdoor Lighting*.

This item is requesting that the City consider, incorporating into the ordinance working towards becoming a Dark Sky Community with Dark Sky International. Following guidelines and checklists of Dark Sky International will help guide the City. As noted on Dark Sky International's website, "achieving this designation brings recognition of the efforts made by the Community, residents, and public and private organizations to protect the night sky and the nocturnal environment dependent on it. The International Dark Sky designation enhances awareness of dark sky matters, for its Community residents and visitors".

#### RECOMMENDATION:

Council to consider directing staff to begin the process to apply to Dark Sky International, so Sandpoint can work towards becoming an International Dark Sky Community.

#### ACTION:

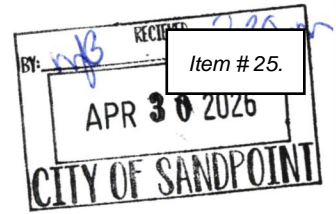
City Council to direct staff to begin the process to submit an application to Dark Sky International, so the City can work towards becoming an International Dark Sky Community.

**WILL THERE BE ANY FINANCIAL IMPACT? Yes – application fee is \$250 – other potential costs unknown (ie; supplies). HAS THIS ITEM BEEN BUDGETED? No**

#### ATTACHMENTS:

IDA-IDSP Application Process  
Getting Started  
Dark Sky Community Overview

**SANDPOINT CITY COUNCIL AGENDA REQUEST FORM**



Today's date: 4 / 22 / 26

Date of meeting 5 / 20 / 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:

Pam Duquette City Councilor

Address: Sandpoint City Hall

Phone number and email address: \_\_\_\_\_

Authorized by: Joshua Torner

*name of City official*

[Signature]

*City official's signature*

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

\*Subject: Dark City Community

Summary of what is being requested: Seeking interest of City Council to begin discussion to request staff to initiate application, information, guidelines, etc to work towards becoming a Dark Sky Community

**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? \$250 one time fee to Dark Sky International Org

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

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

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

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

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

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

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

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

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



# INTERNATIONAL DARK SKY PLACE (IDSP) APPLICATION PROCESS

**PHASE I: INITIAL INQUIRY**  
 Applicant reviews eligibility with IDA staff; notifies IDA of intent to pursue IDSP application  
**Average Timeline: 45 days\***

**PHASE II: FORMAL APPLICATION**  
 With support from IDA staff, applicant actively works to meet the application requirements.  
**Average Timeline: 1-3 years**

**PHASE III: CERTIFICATION**  
 Applicant waits while review is in process  
**Average Timeline: 90-150 days**

**STEP 1: The applicant reviews certification process; indicates interest in the program**  
 >Anytime; via [darksky.org](http://darksky.org)

**STEP 2: The applicant receives an assessment of site eligibility and IDSP category recommendation from IDA staff**  
 >Within 30 days of initial inquiry submission; Via communication with IDSP staff

**STEP 3: After eligibility is determined by IDA staff, the applicant notifies IDA of intent to pursue formal Dark Sky Place certification**  
 >Timeline varies based on eligibility and guideline requirements; Applicant confirms intent with IDSP staff via written communication

**STEP 1: The applicant works closely with IDSP Manager to develop application in accordance with appropriate guidelines**  
 >Anytime, ongoing; Via email with IDSP staff/manager

**STEP 2: With IDSP Manager approval, the applicant submits an application for Dark Sky Places Committee (DSPC) review**  
 >On or before submission deadline for review at the following committee meeting; Via submission to IDSP Program Manager

**STEP 1: Application is reviewed by DSPC. One of the following outcomes occur:**  
 >Application is approved by DSPC - application is submitted for approval by IDA Board of Directors  
 >Application is approved by DSPC with conditions - application is revised, applicant may resubmit anytime for re-review by DSPC  
 >Application is rejected - updated application may be eligible for submission at future deadline

**STEP 2: DSPC submits recommendations to IDA Board for final approval**  
 >Board approves or returns the application 10 business days after DSPC approval

**STEP 3: New IDSP is certified upon Board Approval**  
 >Announcement is coordinated with IDA staff at the applicant's discretion

\*Phase I timeline varies depending on eligibility status and complexity of proposed place

# INTERNATIONAL DARK SKY COMMUNITIES

## HOW TO GET STARTED

Item # 25.

### SIX STEPS TO HELP YOU GET STARTED

#### 1 DO YOUR HOMEWORK

Before beginning the process, it is important to consider that the entire International Dark Sky Community (IDSC) designation process takes on average one to two years from initial inquiry to formal designation and will involve a multitude of different stakeholders.

Begin by reviewing the application guidelines on the International Dark Sky Association (IDA) website at: <http://darksky.org/wp-content/uploads/2018/07/IDSC-Guidelines-Jun2018.pdf>. They detail the required elements for a successful application and are the complete set of rules for participation in the program.

#### 2 OBTAIN SUPPORT FROM LEADERSHIP

Contact everyone involved with your city or county government (council, mayor, etc.) and make sure they are aware of your interest in obtaining this designation for the city. Ask for their support and clearly illustrate how a Dark Sky Community Certification will support your community's vision and long-term goals. It is critical that leadership are engaged and supportive throughout this process.

#### 3 ASSESS YOUR CURRENT CITY OR COUNTY LIGHTING ORDINANCE

An important part of the process will involve assessing current city or county ordinances concerning outdoor lighting and making sure that they are in compliance with industry best practices and are "dark-sky friendly".

If your community does not have a lighting ordinance, it is time to get a lighting ordinance started and passed. There are two typical approaches to getting an ordinance started:

1. Action from within the municipality government
2. Outside urging by a citizen or organization

Both approaches work but generally action from within the municipality government will be most successful.

#### 4 NOMINATION LETTER

Your community will need a formal nomination from an IDA member in good standing. *Not sure who to ask? Contact the IDA for a list of members in your area.*

#### 5 COMMUNITY OUTREACH

Reach out to local officials, businesses, non-profits, etc., who may write letters endorsing the idea of a Dark Sky Community. IDA is interested in whether prospective Dark Sky Communities have "broad community support" for the idea of controlling the growth of light pollution with a commitment to good outdoor lighting. Begin by making some contacts and forging goodwill that may eventually turn into endorsements.

#### 6 MEDIA COVERAGE

See if you can secure some initial interest/coverage from local media (newspapers, bloggers, television, radio, social media). The idea is to inform people living in the area about your activities. This can be the start of a public outreach/education campaign.

#### A FEW RESOURCES

The International Dark Sky Association, Colorado Plateau Dark Sky Cooperative, and other entities have created a variety of educational materials and resources to aid communities as they go through this process. Below are several resources to help get you started.

**IDA has a model lighting ordinance (MLO):** [http://darksky.org/wp-content/uploads/bsk-pdf-manager/16\\_MLO\\_FINAL\\_JUNE2011.PDF](http://darksky.org/wp-content/uploads/bsk-pdf-manager/16_MLO_FINAL_JUNE2011.PDF)

**How to start a local dark skies group:** a helpful "how-to" guide on how to start and sustain a dark sky community effort. You can find the guide at: <http://darksky.org/how-to-start-a-local-dark-skies-group/>

**Dark Sky Assessment Guide:** dark sky evaluation tools and ideas: <https://www.darksky.org/wp-content/uploads/bsk-pdf-manager/2019/06/Dark-Sky-Assessment-Guide-Update-6-11-19.pdf>

### FOR UNINCORPORATED PLACES

By definition, a dark sky designated community must in some way be self-governing so as to be able to set their own local lighting policy. For an unincorporated place in the U.S. the best recourse is to the level of government with jurisdiction, which is ordinarily the county.

If an unincorporated place is able to persuade their county to enact a lighting policy, then the unincorporated place will be able to apply to become an International Dark Sky Community. There are two unique ways to go about this:

1. Have the County create a **zone overlay** which applies to the "census designated place of \_\_\_\_\_" and then enact an outdoor lighting ordinance which meets International Dark Sky Association standards for said area.
2. Enact a County-wide ordinance which meets International Dark Sky Association standards.

#### A NOTE ON OPTION ONE

If it is legally allowed in your jurisdiction, option one is generally the most simple of the two options to pursue. Big Park, Arizona is an example of the option one approach.

**For reference visit:** <https://www.darksky.org/our-work/conservation/idsp/communities/bigpark/>

### PROVISIONAL STATUS

In some cases, a community interested in the program may lack all of the resources required to achieve a designation outright. If resource unavailability otherwise hinders the progress of a community's application, that community may apply for and be granted Provisional status at the discretion of the IDA Board of Directors. *Provisional status recognizes the community's ongoing work to become an International Dark Sky Community and is intended as a leverage point to successfully enable actions such as lighting upgrades and retrofits*

# INTERNATIONAL DARK SKY COMMUNITIES

## AN OVERVIEW

Item # 25.

### WHAT IS A DARK SKY COMMUNITY?

An International Dark Sky Community (IDSC) is a town, city, municipality or other similar political entity that has shown exceptional dedication to the preservation of the night sky through the implementation and enforcement of:

1. Quality lighting policies
2. Dark-sky education
3. Citizen support of dark sky conservation

Dark Sky Communities excel in their efforts to promote responsible lighting and dark sky stewardship, and set good examples for surrounding communities. Communities that are interested can apply to the International Dark Sky Association.

*Visit: <https://www.darksky.org/our-work/conservation/idsp/communities/> for additional information*

### WHO CAN APPLY?

In order to apply, a community must be officially recognized as a legal organization. This can be in the form of a town, city, municipality, or other legally organized community.


Unincorporated or otherwise informally organized communities are also eligible for Dark Sky Community status if their governing jurisdiction (usually the county) enacts a public lighting policy consistent with the International Dark Sky Association's requirements.

### HOW TO APPLY?

Communities that are interested in applying to the program should contact the International Dark Sky Association by phone or email to discuss the process, receive recommendations and obtain assistance.

#### CONTACT INFORMATION

**Adam Dalton**  
International Dark Sky Association  
Dark Sky Places Program Manager

 +1 520-347-6364

 [adam@darksky.org](mailto:adam@darksky.org)

### WHAT ARE THE BENEFITS?



**INTERNATIONAL VISIBILITY & RECOGNITION** *An International Dark Sky Community certification is a sought-after accolade (similar to, e.g., All-America City) that both sets communities apart and enhances their public visibility in a positive way.*



**ENHANCED PROPERTY VALUES** *International Dark Sky Community status can contribute positively to enhanced property values, tapping into a property ownership market that prizes dark skies.*



**TAP INTO THE GLOBAL ASTROTURISM MARKET** *If the community is located in a naturally dark area, it may well benefit from tourism associated with night-sky viewing ("astrotourism"). IDA status is a demonstrated tourism draw, tapping into a global astrotourism market thought to be worth billions of dollars in coming decades.*



**IMPROVED QUALITY OF LIFE** *Lighting that is friendly toward the night sky is also friendly toward people, improving nighttime visibility, reducing glare, and contributing to the safety, security, and health of the city's residents.*



**ELECTRICITY SAVINGS** *Sensible lighting practices that keep light on the ground where it is needed, and out of the night sky, result in tangible electricity savings, benefiting a city's bottom line.*



**CLEAR LEGAL EXPECTATIONS** *The International Dark Sky Community nomination effort involves enacting a lighting ordinance, or updating any that currently exists. This helps the community understand the expectations and know what the rules are – both for private property owners as well as the municipality itself.*



**ENVIRONMENTAL MANAGEMENT** *An IDA label may align with other municipal priorities, such as environmental management plans. In other words, seeking an IDA designation is not only consistent with those plans, but can help achieve the stated goals.*



**COMMUNITY UNITY** *The International Dark Sky Community nomination process is an opportunity for community building, requiring community to unite around common goals and support a shared*



*Westcliffe & Silver Cliff became Colorado's first International Dark Sky Community in 2015. Photo credit: Skyglow*