



## CITY COUNCIL MEETING AGENDA

September 03, 2025 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

### Public Comments

### Consent Calendar - action item

1. Approval of the Minutes from Council's August 20, 2025, Meeting - **action item**
2. Payables Report / Bills for Payment Approval - **action item**
3. Proposed Resolution: Amending USDA Forest Service Bald Mountain Communication Site Lease (City Agreement A21-1600-2) - **action item**
4. Proposed Resolution: First Amendment to Professional Services Agreement with Stantec Consulting Services, Inc. (City Agreement A25-3257-2) – **action item**

### Public Hearing

5. Public Hearing: Amendments to Title 12, Chapter 1, Development Impact Fee Regulations
6. Proposed Ordinance and Summary: Amendments to Title 12, Chapter 1, Development Impact Fee Regulations - **action item**

### New Business

7. Discussion: Bonner County Historical Society Lease Agreement (not an action item)
8. Proposed Resolution: Sole Source Procurement Declaration - Huber Technology, Inc. Q-Press - **action item**
9. Authorization to Solicit RFQ for City Beach RV Campground and Beach Parking Lot Improvements - **action item**

### Old/Unfinished Business

10. Discussion: Citizen Advisory Boards (Commissions and Committees) - Mayor seeking Council feedback and direction

### 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

August 20, 2025 at 5:30 PM

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

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### Call to Order

Mayor Grimm called the meeting of the Sandpoint City Council to order at 5:30 p.m. on Wednesday, August 20, 2025, in Council chambers at City Hall, 1123 W. Lake St., Sandpoint, Idaho.

### Roll Call

#### PRESENT

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

### Pledge of Allegiance

Mayor Grimm led all present in the Pledge of Allegiance.

### Announcements and Reports

Mayor Grimm provided instructions for those who wished to testify during the public hearings that were on the agenda to complete a public comment sign-up form. He also announced that, for anyone interested in running for city elected office, there would be an election this November for three City Council seats, currently held by Councilors Aispuro, Dick, and Howarth. The two-week window for candidates to declare candidacy and get on the November ballot was open, with a declaration deadline of August 29.

Council members reported on the recent meetings of the City's citizen advisory boards on which they serve as Council liaison. With a number of fires in our area, Councilors thanked those involved in the firefighting effort and encouraged donation of snacks and incidentals to the firefighters.

At the request and invitation of the Mayor, Department directors provided updates and reports on activities in their respective departments.

### Public Comments

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

### Consent Calendar

Mayor Grimm recited for the record the amount of the bills for payment approval, and the Consent Calendar was approved as presented.

Motion made by Councilor Schreiber, Seconded by Councilor Aispuro.

Voting Yea: Councilor Ruehle, Councilor Aispuro, Councilor Dick, Councilor Schreiber, Councilor Duquette, Councilor Howarth

1. The minutes from Council's August 6, 2025, meeting were approved as presented.
2. Bills were approved for payment in the amount of \$476,011.45 for regular payables.
3. The July 2025 Monthly Financial Report on Cash and Investment Transactions was accepted.
4. **Resolution 25-029**, Updating Procurement and Contract Policy, was approved.
5. Notice of Decision re: Great Northern Commerce Subdivision Preliminary Plat (City File #PS250001) was approved.

### Public Hearings

Mayor Grimm reported, for the record, that written comments received regarding the public hearing topics on the agenda were forwarded and provided to Council if received in time to do so.

#### 6. Fiscal Year 2026 Budget

The Mayor announced that the Fiscal Year 2026 Budget was the first public hearing topic, offering Council members an opportunity to ask questions of staff.

With no questions from Council, Mayor Grimm recited public testimony instructions and then opened the public hearing. No one testified, and the Mayor closed the public hearing.

#### 7. Deliberation/Decision: Annual Appropriation Ordinance FY2026

Councilor Schreiber expressed concern regarding certain aspects of the budget.

The City Clerk read the title of the Ordinance as follows:

AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TERMED THE ANNUAL APPROPRIATION ORDINANCE, PURSUANT TO IDAHO CODE § 50-1003, APPROPRIATING \$49,927,665 TO DEFRAY THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF SANDPOINT, IDAHO, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, LEVYING A SUFFICIENT TAX UPON THE TAXABLE PROPERTY AND SPECIFYING THE OBJECTS AND PURPOSE FOR WHICH SAID APPROPRIATION IS MADE; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

The Mayor called for a motion that the Ordinance pass its first reading by title only.

Motion made by Councilor Aispuro, Seconded by Councilor Ruehle.

There was a brief discussion prior to the vote, with Mayor Grimm fielding Council member questions.

Voting Yea: Councilor Ruehle, Councilor Aispuro, Councilor Dick, Councilor Duquette, Councilor Howarth

Voting Nay: Councilor Schreiber

The Mayor announced that the Ordinance had passed its first reading by title only.

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

Motion made by Councilor Ruehle, Seconded by Councilor Dick.

Voting Yea: Councilor Ruehle, Councilor Aispuro, Councilor Dick, Councilor Schreiber, Councilor Duquette, Councilor Howarth

Mayor Grimm thanked Finance Director Sarah Lynds, the other department directors and staff and City Council, with congratulations on adoption of the City's Fiscal Year 2026 Budget.

8. **Resolution 25-030** Certifying the Amount of Forgone Increase to be Included in the Fiscal Year 2026 Budget

With the budget adopted, there was a motion to approve the Resolution certifying the amount of forgone increase to be included in the Budget.

Motion made by Councilor Dick, Seconded by Councilor Howarth.

Voting Yea: Councilor Ruehle, Councilor Aispuro, Councilor Dick, Councilor Schreiber, Councilor Duquette, Councilor Howarth

Motion passed, and the Resolution was approved.

9. City Fees - Proposed New Fees and Fee Increases in Excess of 5%

Mayor Grimm announced that, next, there would be a public hearing to take testimony on proposed new City fees and fees proposed to increase more than 5%, offering Council members an opportunity to ask questions of staff.

With no questions from the Council, Mayor Grimm provided public testimony instructions and then opened the public hearing. Ben McGrann, who was not a City resident, testified on behalf of the conditional use permittee developing the hotel/resort at 56 Bridge Street, with time gifted by Rick Decker, also not a City resident. With no additional testimony, the Mayor closed the public hearing.

10. **Resolution 25-031** Adopting New City Fees and Approving Changes to Existing Fees and Fee Schedule

Council discussed and deliberated the fees contained within the proposed City Fee Schedule, with questions fielded by Mayor Grimm, City Attorney Fonda Jovick, Community Planning and Development Director Jason Welker, Central Services Director Cheryl Hughes, and City Planner Bill Dean. Mr. Welker clarified that the Development Impact Fees, although indicated on the proposed chart as taking effect immediately, would not take effect, at the earliest, until the City is legally able to implement those fees following approved code amendments, which will be presented to Council at their September 3 meeting, and an additional 30 days following approval. It was further clarified that the parking permit fees, although indicated on the proposed chart as taking effect on October 1, 2025, will not actually be effective until the recently-approved parking management plan is implemented and, further, that Council would have an opportunity to adjust these fees prior to that implementation.

The motion to approve the Resolution adopting new City fees and approving changes to existing fees and the Fee Schedule resulted in a tie vote of Council and was ultimately approved with an affirmative tie-breaking vote cast by the Mayor.

Motion made by Councilor Ruehle, Seconded by Councilor Aispuro.

Voting Yea: Mayor Grimm, Councilor Ruehle, Councilor Dick, Councilor Schreiber

Voting Nay: Councilor Aispuro, Councilor Duquette, Councilor Howarth

### Old/Unfinished Business

11. **Ordinance 1430** November 4, 2025, Election Ballot Question - City of Sandpoint Wastewater Treatment Plant Bond

Mayor Grimm announced that first under Old Business was approval of ballot language proposed for the November 4, 2025, general city election, where the City will seek voter approval of bonding to help fund a new wastewater treatment plant.

Following an introduction by Public Works Director Holly Ellis, the City's bond counsel, Danielle Quade with Hawley Troxell, and Amy Holly with City consultant Portman Square provided an update on the community survey and information on the ballot language for the proposed bond election and, along with Ms. Ellis and Kyle Meschko with Keller Associates, fielded questions from the Mayor and Council members.

Following Council member remarks, there was a motion to approve a bond election to be held on November 4, 2025, for Sandpoint voters to consider the proposition of the issuance of up to \$130,000,000 negotiable wastewater revenue bonds to finance the design, acquisition and construction of improvements to the City's wastewater system and facilities.

Motion made by Councilor Aispuro, Seconded by Councilor Ruehle.

Voting Yea: Councilor Ruehle, Councilor Aispuro, Councilor Dick, Councilor Schreiber, Councilor Duquette, Councilor Howarth

The City Clerk read the title of the Ordinance as follows:

AN ORDINANCE CALLING A SPECIAL MUNICIPAL REVENUE BOND ELECTION TO BE HELD FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF SANDPOINT, BONNER COUNTY, IDAHO, THE PROPOSITION OF THE ISSUANCE OF UP TO \$130,000,000 NEGOTIABLE WASTEWATER REVENUE BONDS OF THE CITY OF SANDPOINT, BONNER COUNTY, IDAHO, TO FINANCE THE DESIGN, ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS TO THE WASTEWATER SYSTEM AND FACILITIES OF THE CITY OF SANDPOINT, BONNER COUNTY, IDAHO, PROVIDING FOR THE ISSUANCE AND PAYMENT OF SUCH BONDS AND DESIGN AND CONSTRUCTION OF SAID IMPROVEMENTS, AND PROVIDING FOR RESERVE FUNDING AND PAYMENT OF COSTS OF ISSUANCE OF THE BONDS.

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

Motion made by Councilor Dick, Seconded by Councilor Aispuro.

Voting Yea: Councilor Ruehle, Councilor Aispuro, Councilor Dick, Councilor Schreiber, Councilor Duquette, Councilor Howarth

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

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

Motion made by Councilor Ruehle, Seconded by Councilor Schreiber.

Voting Yea: Councilor Ruehle, Councilor Aispuro, Councilor Dick, Councilor Schreiber, Councilor Duquette, Councilor Howarth

Mayor Grimm announced that the motion passed and that the Ordinance was considered read, passed and adopted under suspension of the rules and would be forwarded to the Bonner County Clerk for the question to be included on the ballot for the November 4th election.

With consensus from Council, Item #13 was taken up next, prior to item #12.

13. Presentation/Discussion: Potential Amendment to City Code 3-2-9, Open Container Law

Mr. Welker provided information on the potential for allowing alcohol at City Beach Park, at portions of Travers Park, including the James E. Russell Sports Center, and at the building the Lions Club leases from the City at Lakeview Park and, along with Mayor Grimm and Police Chief Corey Coon, fielded questions from the Councilors.

Council members weighed in with their thoughts on the prospect of alcohol being allowed at each of these locations, providing staff with guidance to bring a proposed ordinance for Council consideration at a future meeting.

12. Deliberation/Decision: Amendments to City Code Title 9, Chapters 1 and 5, Alleys and Off-street Parking Areas/Facilities

Mayor Grimm announced that a public hearing on these proposed code amendments was held and closed on August 6, 2025, with Council postponing deliberation to this meeting date, August 20.

Council revisited this item and deliberated, with Mr. Dean, Mayor Grimm, and Mr. Welker fielding questions, and Council President Ruele suggesting a motion prior to any additional deliberation.

Councilor Dick made a motion to approve the amendments to City Code Title 9, Chapters 1 and 5, as presented, seconded by Councilor Duquette.

Following this motion, additional discussion ensued, with Councilor Schreiber making a motion to amend the motion to approve, to state that the amendments would be approved as presented, with the exception of the expansion of the parking-exempt zone. This motion to amend the main motion was seconded by Councilor Duquette.

Result of the vote on the motion to amend:

Voting Yea: Councilor Schreiber, Councilor Duquette

Voting Nay: Councilor Ruele, Councilor Aispuro, Councilor Dick, Councilor Howarth

The motion to amend failed with all but Councilors Schreiber and Duquette dissenting.

Result of the vote on the main motion to approve the amendments to City Code Title 9, Chapters 1 and 5, as presented:

Voting Yea: Councilor Ruele, Councilor Aispuro, Councilor Dick, Councilor Duquette, Councilor Howarth

Voting Nay: Councilor Schreiber

Motion passed, with Councilor Schreiber dissenting.

Mayor Grimm announced that an ordinance would be presented at Council's next regular meeting for official adoption in order to effect these changes in City Code.

#### **New Business - none**

#### **Executive Session**

14. Council voted to convene in Executive Session pursuant to Idaho Code § 74-206(1)(f) for the purpose of communicating with legal counsel to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated.

Motion made by Councilor Ruele, Seconded by Councilor Aispuro.

Voting Yea: Councilor Ruele, Councilor Aispuro, Councilor Dick, Councilor Schreiber, Councilor Duquette, Councilor Howarth

15. Mayor Grimm asked those not attending the session to please exit the room, announcing that the meeting recording would end, and an executive session was held pursuant to Idaho Code § 74-206(1)(f), as described above.

#### **Adjourn**

Following conclusion of the executive session, the meeting was reconvened and then immediately adjourned at 9:22 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 \_\_\_\_\_, 2025.

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

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



**CITY OF SANDPOINT INVOICE REGISTER**  
**PAYABLE DATES OF: 08/21/2025 THROUGH 09/03/2025**

Item # 2.

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invoice Amount
<b>Vendor: 95 EXPRESS LLC</b>				
1122	MNTHLY CAR WASH MEMB AUG'25 - POLICE&FIRE FIRE DEPARTMENT - SANDPOINT POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M SERVICES - AUTOMOTIVE - R&M	22.50 585.00	\$607.50
			<b>Total For: 95 EXPRESS LLC</b>	<b>\$607.50</b>
<b>Vendor: A TO Z RENTALS</b>				
601866-5	WTP: WEED WACKER RENTAL WATER TREATMENT	RENTAL OF EQUIPMENT AND VEHICLES	134.40	\$134.40
			<b>Total For: A TO Z RENTALS</b>	<b>\$134.40</b>
<b>Vendor: ACCURATE TESTING LABS LLC</b>				
147868	WTP: BACTERIA TESTING - NORTH WATER TREATMENT	TECH SERVICES - LABORATORY	150.00	\$150.00
147834	WTP: SC TOTAL SUSPENDED SOLIDS - AUG '25 WATER TREATMENT	TECH SERVICES - LABORATORY	45.00	\$45.00
148277	WTP: WTP: BACTERIA TESTING - SOUTH WATER TREATMENT	TECH SERVICES - LABORATORY	150.00	\$150.00
			<b>Total For: ACCURATE TESTING LABS LLC</b>	<b>\$345.00</b>
<b>Vendor: ALPINE MOTORS COMPANY INC</b>				
163061	2019 FORD F350 - LUBE, OIL AND FILTER - ALL PARKS PARK MAINTENANCE & CAPITAL	SERVICES - AUTOMOTIVE - R&M	58.38	\$58.38
163063	99 DODGE RAM 2500 LUBE, OIL AND FLTR - ALL PARKS PARK MAINTENANCE & CAPITAL	SERVICES - AUTOMOTIVE - R&M	43.80	\$43.80
163064	16 FORD F150 LUBE, OIL, FLTR - ALL PARKS PARK MAINTENANCE & CAPITAL	SERVICES - AUTOMOTIVE - R&M	101.88	\$101.88
163088	01 FORD RANGER LUBE, OIL AND FLTR - ALL PARKS PARK MAINTENANCE & CAPITAL	SERVICES - AUTOMOTIVE - R&M	75.17	\$75.17
163080	02 FORD RANGER LUBE, OIL AND FILTER PARK MAINTENANCE & CAPITAL	SERVICES - AUTOMOTIVE - R&M	48.31	\$48.31
162908	SPD4 - CHARGER - RT AXEL SEAL POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	499.38	\$499.38
163138	SPD8- FORD F150, OIL CHANGE/AIR FILTER/TIRE ROTATION			\$106.34

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd Item # 2.	t
163137	POLICE DEPARTMENT SPD11-EXPLORER/OIL CHANGE/FRT RIGHT SWAYBAR POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	106.54		\$380.73
163090	CHEVROLET 3500 2006; OIL, FILTER, LUBE PARK MAINTENANCE & CAPITAL	SERVICES - AUTOMOTIVE - R&M	43.46		\$43.46
<b>Total For: ALPINE MOTORS COMPANY INC</b>					<b>\$1,357.65</b>
Vendor: AMAZON.COM SALES, INC					
19VD-PM9F-Q6	OTTER BOX PHONE CASE/CRO POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	28.95		\$28.95
1Q63-P6VJ-FRX	2 - ELECTRIC HANDWARMER POUCHES/CRO POLICE DEPARTMENT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	73.98		\$73.98
1MVY-TG3X-M4	3 - TACTICAL LONG SLEEVE SHIRTS/CRO POLICE DEPARTMENT	UNIFORM & CLOTHING	136.75		\$136.75
<b>Total For: AMAZON.COM SALES, INC</b>					<b>\$239.68</b>
Vendor: AMERICAN FIRST AID SUPPLY					
CW-1527	WWTP: FIRST AID CABINET RESTOCK WASTEWATER TREATMENT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	407.40		\$407.40
<b>Total For: AMERICAN FIRST AID SUPPLY</b>					<b>\$407.40</b>
Vendor: ARROW CONSTRUCTION HOLDINGS, LLC					
435644	REBAR, NAILS, DRILL BITS - TRAVERS BATTING CAGE PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	147.15		\$147.15
435463	REBAR - TRAVERS BATTING CAGE PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	123.30		\$123.30
3116	WD: WAND FOR MARKING PAINT WATER DISTRIBUTION	TOOLS	39.64		\$39.64
<b>Total For: ARROW CONSTRUCTION HOLDINGS, LLC</b>					<b>\$310.09</b>
Vendor: AT&T MOBILITY II, LLC					
DYB072025	CITY IOT CHIP SRVCS - 7.05.25-8.04.25 WASTEWATER COLLECTIONS WATER DISTRIBUTION CENTRAL SERVICES DEPARTMENT PARK MAINTENANCE & CAPITAL	TELEPHONE - WIRELESS	92.81		\$151.57
		TELEPHONE - WIRELESS	43.29		
		TELEPHONE - WIRELESS	10.98		
		TELEPHONE - WIRELESS	4.49		
DXZ072025	PD IOT CHIP SRVCS - 7.05.25-8.04.25 POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT	TELEPHONE - WIRELESS	395.95		\$663.54
		TELEPHONE - WIRELESS	73.60		
		TELEPHONE - WIRELESS	36.80		

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 2.
	POLICE DEPARTMENT	TELEPHONE - WIRELESS	36.80		
	FIRE DEPARTMENT - SANDPOINT	TELEPHONE - WIRELESS	73.60		
	MAYOR'S OFFICE	TELEPHONE - WIRELESS	36.80		
	BUILDING DIVISION	TELEPHONE - WIRELESS	9.99		
<b>Total For: AT&amp;T MOBILITY II, LLC</b>			<b>\$815.11</b>		
<b>Vendor: AUTO HAUS INC</b>					
11533	WD/SC: 6QTS OF OIL & OIL FILTER -LOCATE TRUCK WASTEWATER COLLECTIONS WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS VEHICLE & MACH SUPPLIES/PARTS	25.36 25.37		\$50.73
11534	WWTP: 7 QTS OF OIL / OIL FILTER WASTEWATER TREATMENT	VEHICLE & MACH SUPPLIES/PARTS	67.42		\$67.42
11655	WD/SC: LOCATE TRUCK GEAR & ENGINE OIL WATER DISTRIBUTION WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS VEHICLE & MACH SUPPLIES/PARTS	19.32 19.31		\$38.63
11616	ST: 1-TON REAR FUEL PUMP STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	623.32		\$623.32
11827	WD: F-350 CORE DEPOSIT REFUND WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	(67.00)		\$(67.00)
11776	WD: F-350 BRAKE PAD SET/BATTERY WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	263.18		\$263.18
<b>Total For: AUTO HAUS INC</b>			<b>\$976.28</b>		
<b>Vendor: AVISTA UTILITIES</b>					
07/18/25-08/19/2	MNTHLY UTILITIES - ONTARIO GENERAL GOVERNMENT PROJECTS	ELECTRICITY	45.70		\$45.70
<b>Total For: AVISTA UTILITIES</b>			<b>\$45.70</b>		
<b>Vendor: BADGER METER INC</b>					
80206436	WD: BEACON METER READER + ANNUAL LICENSE '26 WATER DISTRIBUTION WATER DISTRIBUTION WATER DISTRIBUTION	SOFTWARE/SAAS - WATER METER READING SOFTWARE/SAAS - WATER METER READING SOFTWARE/SAAS - WATER METER READING	577.28 1,080.00 1,956.00		\$3,613.28
<b>Total For: BADGER METER INC</b>			<b>\$3,613.28</b>		
<b>Vendor: BEACON ATHLETICS</b>					
0617584-IN	CUSTOM BASEBALL NETTING - TRAVERS PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	1,780.24		\$1,780.24
<b>Total For: BEACON ATHLETICS</b>			<b>\$1,780.24</b>		

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 2.
<b>Vendor: BENNETT LEEN</b>					
REIMB082725	WD: REIMB ALUMINUM CLIPBOARD WATER DISTRIBUTION	OFFICE SUPPLIES/EQUIPMENT	44.99		
			<b>Total For: BENNETT LEEN</b>		<b>\$44.99</b>
<b>Vendor: BIG BRAND TIRE AND SERVICE - CANTER BUYER PARENT LP</b>					
5003-7100393	WD: FORD F350 TIRES, SIPE & TPMS WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	655.95		\$1,066.93
	WATER DISTRIBUTION	SERVICES - AUTOMOTIVE - R&M	410.98		
			<b>Total For: BIG BRAND TIRE AND SERVICE - CANTER BUYER PARENT LP</b>		<b>\$1,066.93</b>
<b>Vendor: BNSF RAILWAY COMPANY</b>					
25009165	PIPELINE ENCROACHMENT KOOTENAI 9/15/25-9/14/26 - BF69426 WATER TREATMENT	RENTAL OF LAND AND BUILDING	100.00		\$100.00
			<b>Total For: BNSF RAILWAY COMPANY</b>		<b>\$100.00</b>
<b>Vendor: BONNER COUNTY DAILY BEE</b>					
0000038974	BCB#7151 VEHICLE AUCTION NOTICE AUG-8 & 12 POLICE DEPARTMENT	TECH SERVICES - TOWING & IMPOUND	69.04		\$69.04
000039428	BCB#7183 NOPH FY2026 BUDGET -PT 1 FINANCE DEPARTMENT	ADVERTISING	452.80		\$452.80
000039419	BCB#7182 NOPH FEES - NEW & GREATER THAN 5% INCREASE FINANCE DEPARTMENT	ADVERTISING	1,868.56		\$1,868.56
			<b>Total For: BONNER COUNTY DAILY BEE</b>		<b>\$2,390.40</b>
<b>Vendor: BONNER COUNTY SOLID WASTE</b>					
0060438B	REMAINING PAYMENT 2YDS 6 DOCK FLOATS PARK MAINTENANCE & CAPITAL	DISPOSAL (GARBAGE) SERVICES	20.00		\$20.00
			<b>Total For: BONNER COUNTY SOLID WASTE</b>		<b>\$20.00</b>
<b>Vendor: BOUNDARY TRACTOR YAMAHA</b>					
BTC-43301	TRIMMER & TRIMMER STRING - ROW PARK MAINTENANCE & CAPITAL	TURF/GROUND/TREE/PLANT SUPPLIES/EQUIP	374.98		\$374.98
			<b>Total For: BOUNDARY TRACTOR YAMAHA</b>		<b>\$374.98</b>
<b>Vendor: BROWN'S NORTHSIDE</b>					
S16910	ST: PLOW TRUCK FUEL/WATER SEPARATORS & SPIN FILTERS STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	284.94		\$284.94
S169084	ST: LOADER MALE/FEMALE ADAPTERS STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	305.25		\$305.25
			<b>Total For: BROWN'S NORTHSIDE</b>		<b>\$5</b>

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 2.
<b>Vendor: CANON FINANCIAL SERVICES INC</b>					
41650680	UPSTAIRS/DOWNSTAIRS COPIERS - JULY'25 USE / AUG'25 LEASE				\$472.37
	CENTRAL SERVICES DEPARTMENT	COPIER LEASE	355.00		
	CENTRAL SERVICES DEPARTMENT	PHOTOCOPIES	117.37		
<b>Total For: CANON FINANCIAL SERVICES INC</b>					<b>\$472.37</b>
<b>Vendor: CC VENDOR - WELLS FARGO</b>					
113-9278063-61	WD/SC: GAS MONITORS X2				\$1,024.00
	WATER DISTRIBUTION	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	512.00		
	WASTEWATER COLLECTIONS	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	512.00		
113-5257020-28	BATTERIES, PENS, WHITEBOARD MARKERS				\$33.81
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	25.32		
	PLANNING DIVISION	OFFICE SUPPLIES/EQUIPMENT	8.49		
113-1095040-29	MAILBOX & POST FOR JER				\$210.96
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	210.96		
113-3963019-82	WWTP: PRINTER INK MULTI PACK				\$78.99
	WASTEWATER TREATMENT	OFFICE SUPPLIES/EQUIPMENT	78.99		
35005000092508	COFFEE BRK AUG'25 - BAGELS, COFFEE, CRMER, FRUIT, YOGURT				\$94.87
	CENTRAL SERVICES DEPARTMENT	SUSTENANCE/FOOD	94.87		
590143419ZZO	AIC COURSE ENROLLMENT - H.KEYS				\$160.00
	CITY CLERK'S OFFICE	TRAINING AND TRAVEL	160.00		
113-5257020-28	COPY PAPER				\$40.96
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	40.96		
112-5420305-74	BATTERIES FOR FIREARMS				\$404.40
	POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	404.40		
171718	COFFEE BRK AUG'25 - DONUTS, FRUIT, YOGURT				\$36.86
	CENTRAL SERVICES DEPARTMENT	SUSTENANCE/FOOD	36.86		
114-5855572-89	ADMIN DESK LIGHT RETURNED CREDIT				\$(19.59)
	PLANNING DIVISION	OFFICE SUPPLIES/EQUIPMENT	(19.59)		
I-0000422378	BLUEBEAM INC. - G WILSON 8/11/25-2/9/26				\$165.00
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - PDF/BLUEBEAM/AUTOCAD	165.00		
3182812621	ADOBE INC AUG'25-AUG'26 LICENSE RENWAL				\$5,697.72
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - PDF/BLUEBEAM/AUTOCAD	5,697.72		
AEOCLF A	APA ID CONFERENCE FLIGHT - B. DEAN -T0080				\$267.28
	PLANNING DIVISION	TRAINING AND TRAVEL	267.28		
113-2929534-36	CHAMBERS TABLE COVERS, EXTENSION CORD				\$137.90
	CITY COUNCIL	OFFICE SUPPLIES/EQUIPMENT	137.90		
AEOCLF	APA ID CONFERENCE FLIGHT - WELKER -T0079				\$2

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd Item # 2.	t
	PLANNING DIVISION	TRAINING AND TRAVEL	267.28		
18105144647404	ST: HEDGE TRIMMER TOOL				\$279.00
	STREET MAINTENANCE DIVISION	TOOLS	279.00		
423363-202508	APA MEMBERSHIP - J. WELKER				\$115.94
	PLANNING DIVISION	LICENSES/DUES & SUBSCR (JOB RELATED)	115.94		
112-9982129-21	UNIT 1191 TRAILER SUPPLIES				\$248.63
	FIRE DEPARTMENT - SANDPOINT	OPERATIONAL SUPPLIES/EQUIPMENT	248.63		
1S02398 -CR FO	NET WORLD SPORTS - 2ND CREDIT FOR DUPLICATE CHARGE				\$(1,107.96)
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	(1,107.96)		
18100289199449	SCREWS & STAPLES - CAMERA INSTALLATION - ALL PARKS				\$24.27
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	24.27		
1D02398 - CR F	NET WORLD SPORTS CREDIT FOR DUPLICATE CHARGE				\$(1,107.96)
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	(1,107.96)		
IWWW	ID COMMERCE ECO DEV MTG, LUNCH GRIMM & WELKER				\$48.15
	MAYOR'S OFFICE	MEETINGS (NOT RELATED TO TRAINING)	24.07		
	COMMUNITY DEVELOPMENT ADMINISTRATION	MEETINGS (NOT RELATED TO TRAINING)	24.08		
36584205	LADDER TRUCK HOSE COVER/UPHOLSTERY FIX				\$550.12
	FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	550.12		
112-8062662-25	TACTICAL BOOTS - PATROL				\$239.95
	POLICE DEPARTMENT	UNIFORM & CLOTHING	239.95		
112-9554993-05	BOAT HATCH COVER FOR FIRE BOAT				\$22.98
	FIRE DEPARTMENT - SANDPOINT	OPERATIONAL SUPPLIES/EQUIPMENT	22.98		
TFQH-2340	TRAVERS PAVILLION DEPOSIT				\$500.00
	PLANNING DIVISION	OTHER PROF SERVICE - ENGINEERING/ARCHITE	500.00		
1557	ST: USED 275 GAL WATER TANK				\$200.00
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	200.00		
1724737	GPS SERVICE AUGUST '25 - PATROL VEHICLES				\$223.20
	POLICE DEPARTMENT	TECH SERVICES - PUBLIC SAFETY MISC	223.20		
00101	MONARCH CTY USA SGN & MEMBRSHF FEE - ALL PARKS				\$200.00
	PARK MAINTENANCE & CAPITAL	SIGNAGE SUPPLIES/EQUIPMENT	200.00		
<b>Total For: CC VENDOR - WELLS FARGO</b>					<b>\$9,036.76</b>
Vendor: CLAY BOWMAN					
REIMB082525	BOOT REIMBURSEMENT C. BOWMAN				\$125.00
	WASTEWATER COLLECTIONS	UNIFORM & CLOTHING	125.00		
<b>Total For: CLAY BOWMAN</b>					<b>\$125.00</b>
Vendor: COLEMAN OIL					
INV-308134	WWTP:2 GALONS OF CHEVY OIL				\$1

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd Item # 2.
INV-304005	WASTEWATER TREATMENT	VEHICLE & MACH SUPPLIES/PARTS	126.70	
	SHOP: 10 TUBES GREASE			\$74.10
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	24.70	
	WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	24.70	
	WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	24.70	
<b>Total For: COLEMAN OIL</b>				<b>\$200.80</b>

Vendor: CONSOLIDATED SUPPLY CO.

S012537242.001	WD: VALVE BOXES & COUPLINGS WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	1,067.70	\$1,067.70
S012530613.001	HOSE EAR CLAMP - BEACH PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	30.10	\$30.10
S012530613.002	IRRIGATION SPPLS - ALL PARKS PARK MAINTENANCE & CAPITAL	IRRIGATION SUPPLIES	283.20	\$283.20
S012544124.001	WD: STRAP SADDLE FITTING WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	121.41	\$121.41
S012475785.001	WD: 1/2 INCH PVC COUPLING PARTS WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	121.25	\$121.25
S012563982.001	WD: HYDRANT REPAIR PARTS - BALDY WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	100.00	\$100.00
S012571224.001	WD: HYDRANT REPAIR PARTS - WALDORF SCHOOL WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	485.88	\$485.88
S012568891.001	HOSE CLAMP SEALS FOR LEAK AT LAKEVIEW RENTAL GENERAL GOVERNMENT PROJECTS	FACILITY SUPPLIES	89.33	\$89.33
S012549576.001	RATCHET STRAPS, PVC COUPLING PARTS - SPRTS CMLPX PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	151.98	\$151.98
<b>Total For: CONSOLIDATED SUPPLY CO.</b>				<b>\$2,450.85</b>

Vendor: CO-OP GAS & SUPPLY CO.

71531	SUMP PUMP SUPPLIES, IRRGATION - ALL PARKS PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	219.99	\$292.83
	PARK MAINTENANCE & CAPITAL	IRRIGATION SUPPLIES	72.84	
30853	SPRAYER BACKPACK - SPRTS CMLPX BATTING CAGE PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	19.99	\$19.99
30542	CARPENTRY TOOLS - ALL PARKS PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	26.15	\$26.15
32738	CABLE TIES, SPRY PAINT, RYE MIX SEED - SPRTS CMLPX PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	178.94	\$178.94
49484	WEED TRIMMER HD - ROW TRIMMING			\$

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd Item # 2.	t
32909	PARK MAINTENANCE & CAPITAL LAG BOLTS - BENCHES/MOUSE TRAPS	OPERATIONAL SUPPLIES/EQUIPMENT	22.99		\$11.30
47968	PARK MAINTENANCE & CAPITAL ST: PROPANE FOR THERMOPLASTIC STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT PAINT & THERMO SUPPLIES/EQUIPMENT	11.30 29.98		\$29.98
<b>Total For: CO-OP GAS &amp; SUPPLY CO.</b>					<b>\$582.18</b>
Vendor: CULLIGAN LLC					
202508695182	WWTP: MNTHLY H2O & COOLER RNTL -JULY '25 WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	50.70		\$50.70
<b>Total For: CULLIGAN LLC</b>					<b>\$50.70</b>
Vendor: EDNETICS INC					
INV-137315	VOIP STD/ANALOG USER CHARGES MNTHLY AUG'25 INFORMATION TECHNOLOGY DIVISION	TELEPHONE - VOIP	3,015.88		\$3,015.88
<b>Total For: EDNETICS INC</b>					<b>\$3,015.88</b>
Vendor: ENERGY SYSTEM ENGINEERS LLC					
25.01001	HVAC MECHANICAL DESIGN - MEMORIAL FIELD - LOCKER ROOMS PARK MAINTENANCE & CAPITAL	CAPITAL CONSTRUCTION SERVICES - BUILDING	10,000.00		\$10,000.00
<b>Total For: ENERGY SYSTEM ENGINEERS LLC</b>					<b>\$10,000.00</b>
Vendor: FASTENAL COMPANY					
IDCOE222637	ST: 10) ANSI COMPLIANT FIRST AID KITS FOR VEHICLES STREET MAINTENANCE DIVISION	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	393.36		\$393.36
IDCOE222331	ST: BOLT RESTOCK/SPILL KIT STREET MAINTENANCE DIVISION	SIGNAGE SUPPLIES/EQUIPMENT	180.68		\$180.68
IDCOE222972	RESTOCK STREETS, WD & SEWER COLLECTION SUPPLIES STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	89.83		\$284.48
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	97.32		
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	97.33		
IDCOE218148	ST: REFUND OF ORGANIZATION DIVIDERS STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	(141.98)		\$(141.98)
<b>Total For: FASTENAL COMPANY</b>					<b>\$716.54</b>
Vendor: GALLS LLC					
032157735	UNIFORM PANTS FOR CRO WRIGHT POLICE DEPARTMENT	UNIFORM & CLOTHING	96.39		\$96.39
032163703	TACTICAL PANTS- PATROL POLICE DEPARTMENT	UNIFORM & CLOTHING	108.94		\$108.94
032173194	PATROL UNIFORMS/4-PANTS/3-SHIRTS				\$5

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 2.
032168241	POLICE DEPARTMENT PATROL - 2 SHIRTS, 1 PANT POLICE DEPARTMENT	UNIFORM & CLOTHING UNIFORM & CLOTHING	568.52 250.20		
			<b>Total For: GALLS LLC</b>		<b>\$1,024.05</b>
Vendor: GRAINGER INC					
9568789441	TELESCOPIC POLE/LEAF RAKE/CONDENSATE REMOVAL PUMP WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	429.58		\$429.58
9588198185	WTP: 25PK OF O-RINGS WATER TREATMENT	FACILITY SUPPLIES	5.01		\$5.01
			<b>Total For: GRAINGER INC</b>		<b>\$434.59</b>
Vendor: HACH COMPANY					
14624642	WTP: MEMBRANE KIT & TURBIDIMETER DILUTION WATER TREATMENT	LABORATORY SUPPLIES	442.20		\$442.20
			<b>Total For: HACH COMPANY</b>		<b>\$442.20</b>
Vendor: HELLAS CONSTRUCTION INC					
39499	ARTIFICIAL TURF CLEANING & SANITIZING - MEMORIAL FIELD PARK MAINTENANCE & CAPITAL PARK MAINTENANCE & CAPITAL PARK MAINTENANCE & CAPITAL PARK MAINTENANCE & CAPITAL PARK MAINTENANCE & CAPITAL PARK MAINTENANCE & CAPITAL	SERVICES - LAWN/TURF CARE/CLEANING SERVICES - LAWN/TURF CARE/CLEANING SERVICES - LAWN/TURF CARE/CLEANING SERVICES - LAWN/TURF CARE/CLEANING SERVICES - LAWN/TURF CARE/CLEANING SERVICES - LAWN/TURF CARE/CLEANING	4,770.00 4,770.00 2,000.00 2,000.00 1,000.00 1,000.00		\$15,540.00
			<b>Total For: HELLAS CONSTRUCTION INC</b>		<b>\$15,540.00</b>
Vendor: HORIZON DISTRIBUTORS INC					
2S241069	SPRINKLER HEAD - IRRIGATION - ALL PARKS PARK MAINTENANCE & CAPITAL	IRRIGATION SUPPLIES	33.00		\$33.00
2S240959	SPRINKLER HEAD SPRAY NOZZLES - ALL PARKS IRRIGATION PARK MAINTENANCE & CAPITAL	IRRIGATION SUPPLIES	488.24		\$488.24
			<b>Total For: HORIZON DISTRIBUTORS INC</b>		<b>\$521.24</b>
Vendor: IDEXX DISTRIBUTION INC					
3182116319	WWTP: COLILERT/QTRAY + SHIPPING WASTEWATER TREATMENT	LABORATORY SUPPLIES	338.99		\$338.99
			<b>Total For: IDEXX DISTRIBUTION INC</b>		<b>\$338.99</b>
Vendor: INSIGHT DISTRIBUTING INC					
0534099-IN	SHOP: TOILET PAPER & PAPER TOWELS				\$15

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 2.	t
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	51.25			
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	51.25			
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	51.25			
0534162-IN	TP JUMBO 2 PLY 14 CASE					\$550.06
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	117.87			
	GOVERNMENT BUILDING & GROUNDS DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	39.29			
	GOVERNMENT BUILDING & GROUNDS DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	392.90			
0535665-IN	CUSTODIAL SUPPLIES FOR MEMORIAL					\$117.87
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	117.87			
0535663-IN	CUSTODIAL SUPPLIES FOR CITY BEACH					\$167.82
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	167.82			
<b>Total For: INSIGHT DISTRIBUTING INC</b>						<b>\$989.50</b>

Vendor: JAMES A SEWELL & ASSOC LLC

113658	RUTH&BOYER SWR MAIN RPLCMNT THRU 7/31/25					\$2,289.20
	WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	2,289.20			
<b>Total For: JAMES A SEWELL &amp; ASSOC LLC</b>						<b>\$2,289.20</b>

Vendor: JOSHUA LANDER

REIMB082525	REIMBURSEMENT OPERATIONAL SUPPLY					\$11.66
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	11.66			
<b>Total For: JOSHUA LANDER</b>						<b>\$11.66</b>

Vendor: J-U-B ENGINEERS INC

0187284	LITTLE SANDCREEK CULVERT DESIGN 6/29/25-8/2/25					\$15,981.29
	STREET CAPITAL & PROJECTS	OTHER PROF SERVICE - ENGINEERING/ARCHITE	3,731.90			
	STREET CAPITAL & PROJECTS	OTHER PROF SERVICE - ENGINEERING/ARCHITE	6,643.54			
	STREET CAPITAL & PROJECTS	OTHER PROF SERVICE - ENGINEERING/ARCHITE	1,548.25			
	STREET CAPITAL & PROJECTS	OTHER PROF SERVICE - ENGINEERING/ARCHITE	1,133.20			
	STREET CAPITAL & PROJECTS	OTHER PROF SERVICE - ENGINEERING/ARCHITE	2,924.40			
<b>Total For: J-U-B ENGINEERS INC</b>						<b>\$15,981.29</b>

Vendor: KG & T SEPTIC INC

54989	PORTABLE TOILET MONTHLY RENTAL 6/23-7/20					\$4,988.00
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	293.00			
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	831.00			
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	302.00			
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	269.00			
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	293.00			

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 2.
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	269.00		
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	1,767.00		
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	302.00		
	RECREATION	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	540.00		
	WATER TREATMENT	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	122.00		
<b>Total For: KG &amp; T SEPTIC INC</b>					<b>\$4,988.00</b>
Vendor: KODIAK ADVERTISING					
3400	2) BOAT RINSE & 7) DOGS ON LEASH SIGNS PARK MAINTENANCE & CAPITAL	SIGNAGE SUPPLIES/EQUIPMENT	68.00		\$238.00
	PARK MAINTENANCE & CAPITAL	SIGNAGE SUPPLIES/EQUIPMENT	170.00		
<b>Total For: KODIAK ADVERTISING</b>					<b>\$238.00</b>
Vendor: LAKE CITY LAW GROUP PLLC					
42215	LEGAL SERVICES - SYRINGA LITIGATION MAY-JUL'25 WATER DISTRIBUTION	OTHER PROF SERVICE - LEGAL - LIT/OTHER	1,440.00		\$1,440.00
<b>Total For: LAKE CITY LAW GROUP PLLC</b>					<b>\$1,440.00</b>
Vendor: LOW KEY SERVICES LLC					
10184	CITY SHOP COMPRESSOR MAINTAINENCE STREET MAINTENANCE DIVISION	SERVICES - EQUIPMENT - R&M	351.02		\$1,053.06
	WASTEWATER COLLECTIONS	SERVICES - EQUIPMENT - R&M	351.02		
	WATER DISTRIBUTION	SERVICES - EQUIPMENT - R&M	351.02		
<b>Total For: LOW KEY SERVICES LLC</b>					<b>\$1,053.06</b>
Vendor: MGT IMPACK SOLUTIONS, LLC					
GHR2001142	COMPENSATION, CLASSIFICATION, AND JOB STUDY CENTRAL SERVICES DEPARTMENT	OTHER PROF SERVICE - HUMAN RESOURCES	12,090.00		\$12,090.00
<b>Total For: MGT IMPACK SOLUTIONS, LLC</b>					<b>\$12,090.00</b>
Vendor: NAPA AUTO PARTS					
239039	ST: AIR FLOW SENSOR CLEANER STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	7.59		\$7.59
243876	ROW MAINTENANCE EQUIPMENT PARK MAINTENANCE & CAPITAL	TURF/GROUND/TREE/PLANT SUPPLIES/EQUIP	12.30		\$12.30
245479	FUSE FOR DR. TRIMMER - ALL PARKS PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	2.28		\$2.28
150413	CREDIT FOR SHOP SUPPLIES UNCLASSIFIED	GENERAL GOVERNMENT	(326.69)		\$(326.69)
238128	TIRE SHINE - ENGINE 1				\$ 17

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 2.	t
233428	FIRE DEPARTMENT - SANDPOINT ANTIFREEZE/COOLANT - FIRE BOAT FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	18.24			\$9.92
244483	ST: LOADER SILICONE DOOR SEALANT STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	9.92			\$28.11
237872	FUEL FILTER PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	28.11			\$5.60
<b>Total For: NAPA AUTO PARTS</b>						<b>\$(242.65)</b>

Vendor: NORTH 40 OUTFITTERS

049421/B	ST: BULK FASTENERS - SICKEL BAR MOWER STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	23.03			\$23.03
049517/B	LYNCH PINS - KUBOTA TRACTOR - ALL PARKS PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	2.36			\$2.36
049468/B	HOSE SHUT OFF, HYDROLIC OIL - FLOWER PARK MAINTENANCE & CAPITAL	TURF/GROUND/TREE/PLANT SUPPLIES/EQUIP	44.97			\$44.97
049558/B	WTP: SLIP HOOK WATER TREATMENT	TOOLS	5.99			\$5.99
049563/B	ST: LOADER WEATHERSTRIP STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	9.99			\$9.99
049569/B	WWTP: 2 GALLONS OF BUG STOP WASTEWATER TREATMENT	FACILITY SUPPLIES	21.98			\$21.98
049606/B	WTP: CHAIN HOIST FOR SAND CREEK WATER TREATMENT	TOOLS	71.99			\$71.99
049649/B	WTP: 1 INCH BALL VALVE WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	31.99			\$31.99
049495/B	SPRAYER, DOLLY WHEEL, 2 GAL SPRAYER PARK MAINTENANCE & CAPITAL JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT OPERATIONAL SUPPLIES/EQUIPMENT	19.99 154.88			\$174.87
049571/B	WTP: TRASH BAGS WATER TREATMENT	FACILITY SUPPLIES	28.18			\$28.18
049679/B	PRESSURE WASHER HOSE PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	67.99			\$67.99
049426/B	WHELLBARROW - ALL PARKS PARK MAINTENANCE & CAPITAL	TOOLS	149.99			\$149.99
<b>Total For: NORTH 40 OUTFITTERS</b>						<b>\$633.33</b>

Vendor: NORTH IDAHO LOCK &amp; KEY

62370	ROW MOWER KEYS/DEADBOLTS - ALL PARKS					\$18
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Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 2.
	PARK MAINTENANCE & CAPITAL	TURF/GROUND/TREE/PLANT SUPPLIES/EQUIP	31.00		
<b>Total For: NORTH IDAHO LOCK &amp; KEY</b>			<b>\$31.00</b>		

Vendor: OXARC INC

0032304658	WWTP: CHLORINE & SULFUR DIOXIDE -APRIL '25 WASTEWATER TREATMENT	CHEMICAL SUPPLIES	6,902.05		\$6,902.05
0032344374	FINANCE CHARGE FOR APRIL INVOICE WASTEWATER TREATMENT	CHEMICAL SUPPLIES	123.47		\$123.47
0032365646	FINANCE CHARGE FOR MAY INVOICE WASTEWATER TREATMENT	CHEMICAL SUPPLIES	120.79		\$120.79
0062079288	WTP: CHLORINE AND SPECIALTY GASES - JULY '25 WATER TREATMENT	CHEMICAL SUPPLIES	167.27		\$167.27
0032387085	FINANCE CHARGE FOR JUNE INVOICE WASTEWATER TREATMENT	CHEMICAL SUPPLIES	123.63		\$123.63
0032399538	WWTP: CHLORINE AND SPECIALTY GASES - AUG '25 WASTEWATER TREATMENT	CHEMICAL SUPPLIES	9,974.13		\$9,974.13
0032390017	SC: PROTECTIVE GLASSES WASTEWATER COLLECTIONS	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	5.03		\$5.03
<b>Total For: OXARC INC</b>					<b>\$17,416.37</b>

Vendor: PACIFIC CASCADE PARKING EQUIPMENT CORP

59681	ST: EPOXY KITS FOR TRAFFIC DELINEATORS STREET MAINTENANCE DIVISION	TRAFFIC CONTROL SUPPLIES/EQUIPMENT	325.63		\$325.63
59824	ST: EPOXY KITS FOR TRAFFIC DELINEATORS STREET MAINTENANCE DIVISION	TRAFFIC CONTROL SUPPLIES/EQUIPMENT	214.50		\$214.50
<b>Total For: PACIFIC CASCADE PARKING EQUIPMENT CORP</b>					<b>\$540.13</b>

Vendor: PAPE MACHINERY INC

16240435	SHOP: MOWER BREAK PAD STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	4.88		\$14.64
	WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	4.88		
	WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	4.88		
16310712	TOOLS FOR ROW TREE WORK PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	51.84		\$51.84
16351687	SC: TRIMMER LINE AND OIL WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	32.75		\$32.75
<b>Total For: PAPE MACHINERY INC</b>					<b>\$99.23</b>

Vendor: PEAK SAND & GRAVEL INC

109557	8.72 TON OF TOP SOIL - SPRTS CMLPX				\$1
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Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 2.
109503	PARK MAINTENANCE & CAPITAL 4.55 TON OF TOP SOIL - SPRTS CMLPX PARK MAINTENANCE & CAPITAL	TURF/GROUND/TREE/PLANT SUPPLIES/EQUIP	158.51		
109721	PARK MAINTENANCE & CAPITAL 8.86 TON OF TOP SOIL - SPRTS CMLPX PARK MAINTENANCE & CAPITAL	TURF/GROUND/TREE/PLANT SUPPLIES/EQUIP	62.56		\$62.56
109361	PARK MAINTENANCE & CAPITAL 16.36 TON OF TOP SOIL - SPRTS CMLPX PARK MAINTENANCE & CAPITAL	TURF/GROUND/TREE/PLANT SUPPLIES/EQUIP	121.83		\$121.83
109411	PARK MAINTENANCE & CAPITAL 1 TON OF TOP SOIL - SPRTS CMLPX PARK MAINTENANCE & CAPITAL	TURF/GROUND/TREE/PLANT SUPPLIES/EQUIP	224.95		\$224.95
			60.00		\$60.00
<b>Total For: PEAK SAND &amp; GRAVEL INC</b>					<b>\$627.85</b>
Vendor: RAY TURF FARMS INC					
5670	SOD FOR SKATE PARK - TRAVERS BATTING CAGE PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	2,221.56		\$2,221.56
<b>Total For: RAY TURF FARMS INC</b>					<b>\$2,221.56</b>
Vendor: SAND CREEK CUSTOM WEAR					
11088	NAME BADGES - WILKOWSKI POLICE DEPARTMENT	UNIFORM & CLOTHING	17.00		\$17.00
11216	UNIFORM HATS AND SHIRTS EMB/PRINT LOGO FIRE DEPARTMENT - SANDPOINT	UNIFORM & CLOTHING	758.24		\$758.24
<b>Total For: SAND CREEK CUSTOM WEAR</b>					<b>\$775.24</b>
Vendor: SANDPOINT BUILDING SUPPLY					
2508497	STAKES - BATTING CAGE TRAVERS PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	32.49		\$32.49
2507491	STAKES, TIMBER - TRAVER BATTING CAGE PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	617.04		\$617.04
2507603	2X16 16' - TRAVERS BATTING CAGE PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	51.45		\$51.45
2507794	110 YARD ROAD FABRIC - TRAVERS BATTING CAGE PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	152.79		\$152.79
2508495	DOUG FIR & REBAR - TRAVERS BATTING CAGE PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	134.94		\$134.94
2509642	WTP: SC MEDIA REPLACEMENT SUPPLIES WATER TREATMENT	FACILITY SUPPLIES	357.84		\$357.84
2509480	BATTING CAGE BENCH ON GREAT NORTHERN PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	64.98		\$64.98
2509259	LUMBER FOR BATTING CAGE PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	198.90		\$198.90

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 2.
<b>Total For: SANDPOINT BUILDING SUPPLY</b>					<b>\$1,610.43</b>
Vendor: SANDPOINT SUPER DRUG					
27649/1	ELECTRICAL TAPE PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	5.38		\$5.38
<b>Total For: SANDPOINT SUPER DRUG</b>					<b>\$5.38</b>
Vendor: SANDPOINT URBAN RENEWAL AGENCY					
08272025	JULY'25 TAX RECEIPTS COLLECTED UNCLASSIFIED UNCLASSIFIED	SANDPOINT URBAN RENEWAL AGENCY - DOWNTOW SANDPOINT URBAN RENEWAL AGENCY - NORTH	15,002.38 13,211.65		\$28,214.03
<b>Total For: SANDPOINT URBAN RENEWAL AGENCY</b>					<b>\$28,214.03</b>
Vendor: SHERWIN-WILLIAMS CO					
3601-2	ST: 5GAL ELASTIC PAINT STRAINER STREET MAINTENANCE DIVISION	PAINT & THERMO SUPPLIES/EQUIPMENT	18.29		\$18.29
3916-4	PARKING LOT STRIPING SUPPLIES PARK MAINTENANCE & CAPITAL	PAINT & THERMO SUPPLIES/EQUIPMENT	162.98		\$162.98
<b>Total For: SHERWIN-WILLIAMS CO</b>					<b>\$181.27</b>
Vendor: SIMCO DEVELOPMENT GROUP					
PAY APP 8	LIFT STATIONS REPLACEMENT THRU 6/30/25 WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	59,897.98		\$59,897.98
<b>Total For: SIMCO DEVELOPMENT GROUP</b>					<b>\$59,897.98</b>
Vendor: SMS AUTOMOTIVE & MARINE INC					
3749	LADDER TRUCK WIRE FIX FOR LIGHTS FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	465.00		\$465.00
<b>Total For: SMS AUTOMOTIVE &amp; MARINE INC</b>					<b>\$465.00</b>
Vendor: SOUTH FORK HARDWARE (PARKS)					
411792	CLEANING SUPPLIES - MEMORIAL PARK MAINTENANCE & CAPITAL	TOOLS	78.95		\$78.95
411966	PAINTING SUPPLIES - SPRTS CMLPX PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	62.08		\$62.08
410149	PVC ADAPTERS FOR COMM HALL BASMNT GOVERNMENT BUILDING & GROUNDS DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	22.48		\$22.48
411166	PNT SPPLS FOR BEACH PARKING LOT PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	84.35		\$84.35
411284	HOSE NOZZLES & DRILL BITS - ALL PARKS PARK MAINTENANCE & CAPITAL	TOOLS	100.34		\$100.34
411084	BITS FOR CURB REPAIR - SPRTS CMLPX - TOOLS				\$20.07

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 2.	t
	PARK MAINTENANCE & CAPITAL	TOOLS	23.67			
411061	CHALK SPEEDREEL - ALL PARKS TOOLS PARK MAINTENANCE & CAPITAL	TOOLS	11.99			\$11.99
411038	FIBERGLASS RIP HAMMER - BEACH TOOL PARK MAINTENANCE & CAPITAL	TOOLS	34.99			\$34.99
410724	PIPE FTTNGS, PLIERS, PVC COUPLINGS PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	68.24			\$68.24
410859	FLOWER BASKET ADAPTER/CONNECTOR SUPPLIES PARK MAINTENANCE & CAPITAL	TURF/GROUND/TREE/PLANT SUPPLIES/EQUIP	66.42			\$66.42
412046	NUTS & BOLTS, MASONARY BIT, SHRPIE, PENS PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	22.18			\$29.26
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	7.08			
412448	NUTS & BOLTS, BROOM, TRASH CAN- MEMORIAL PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	277.49			\$277.49
412818	PEST CONTROL SUPPLIES - ALL PARKS PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	41.64			\$41.64
<b>Total For: SOUTH FORK HARDWARE (PARKS)</b>						<b>\$901.90</b>
Vendor: SOUTH FORK HARDWARE (PUB WKS)						
412591	ST: GEL KNEE PADS - SHAWN STREET MAINTENANCE DIVISION	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	30.99			\$30.99
<b>Total For: SOUTH FORK HARDWARE (PUB WKS)</b>						<b>\$30.99</b>
Vendor: SPOKANE HOUSE OF HOSE INC						
1135919	WWTP: (4) FIRE ASSEMBLY HOSES WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	1,058.40			\$1,058.40
<b>Total For: SPOKANE HOUSE OF HOSE INC</b>						<b>\$1,058.40</b>
Vendor: STONEWAY ELECTRIC SUPPLY						
S104706146.001	TIME SWITCHES FOR TENNIS LGHTS PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	182.41			\$182.41
<b>Total For: STONEWAY ELECTRIC SUPPLY</b>						<b>\$182.41</b>
Vendor: SUN RENTAL CENTER INC						
299573	TRENCHER 3HRS - SPRTS CMLPX PARK MAINTENANCE & CAPITAL	RENTAL OF EQUIPMENT AND VEHICLES	328.13			\$328.13
299819	CONCRETE VIBRATOR - TRAVERS BATTING CAGE PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	69.00			\$69.00
<b>Total For: SUN RENTAL CENTER INC</b>						<b>\$397.13</b>
Vendor: TAYLOR & SONS CHEVROLET						

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 2.
93272	WD/SC: TIRES & FRONT ALIGNMENT SUPERVISOR TRUCK				\$1,578.95
	WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	701.20		
	WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	701.20		
	WASTEWATER COLLECTIONS	SERVICES - AUTOMOTIVE - R&M	88.28		
	WATER DISTRIBUTION	SERVICES - AUTOMOTIVE - R&M	88.27		
<b>Total For: TAYLOR &amp; SONS CHEVROLET</b>					<b>\$1,578.95</b>
Vendor: TORK ELECTRIC INC					
8740	ELECTRICAL SERVICES - JULY 2025 DOWNTOWN STREET MAINTENANCE DIVISION	SERVICES - STREET LIGHT - R&M	426.89		\$1,570.48
	PARK MAINTENANCE & CAPITAL	TECH SERVICES - ELECTRICAL	90.00		
	PARK MAINTENANCE & CAPITAL	TECH SERVICES - ELECTRICAL	157.50		
	CITY BEACH RV PARK	TECH SERVICES - ELECTRICAL	225.00		
	PARK MAINTENANCE & CAPITAL	TECH SERVICES - ELECTRICAL	671.09		
8737	WTP: LAKE PLANT ELECTRICAL SERVICES - JULY '25 WATER TREATMENT	TECH SERVICES - ELECTRICAL	0.00		\$1,326.44
	WATER TREATMENT	TECH SERVICES - ELECTRICAL	1,326.44		
8736	WTP: SAND CREEK ELECTRICAL SERVICES - JULY '25 WATER TREATMENT	TECH SERVICES - ELECTRICAL	397.70		\$397.70
8738	WWTP: ELECTRICAL SERVICES - JULY '25 WASTEWATER TREATMENT	TECH SERVICES - ELECTRICAL	1,505.80		\$1,505.80
8739	BEACH SHOP ELECTRICAL SERVICES - JULY '25 PARK MAINTENANCE & CAPITAL	TECH SERVICES - ELECTRICAL	1,200.00		\$1,200.00
<b>Total For: TORK ELECTRIC INC</b>					<b>\$6,000.42</b>
Vendor: TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC					
5922531-202507	BACKGROUND CHECK SVCS - JULY '25 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					
INV00785032	WWTP: AUGUST LAB SUPPLY ORDER WASTEWATER TREATMENT	LABORATORY SUPPLIES	595.03		\$595.03
INV00807322	WWTP: SEPTEMBER LAB SUPPLIES WASTEWATER TREATMENT	LABORATORY SUPPLIES	522.42		\$522.42
<b>Total For: USA BLUE BOOK</b>					<b>\$1,117.45</b>
Vendor: VAN HOUTEN CONSULTING & DESIGN LLC					
01368	2025 SIDEWALK IMPROVEMENTS 7/15-8/15				\$7,3

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 2.	t
	STREET CAPITAL & PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	7,310.00			
<b>Total For: VAN HOUTEN CONSULTING &amp; DESIGN LLC</b>			<b>\$7,310.00</b>			
Vendor: WATERFRONT PROPERTY MANAGEMENT						
56250	FIRE BOAT FUEL - SUNSET FIRE FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	350.49			\$350.49
56247	FIRE BOAT FUEL - SUNSET FIRE FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	208.54			\$208.54
56246	FIRE BOAT FUEL - SUNSET FIRE FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	221.61			\$221.61
56272	FIRE BOAT FUEL - SUNSET FIRE FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	273.27			\$273.27
56271	FIRE BOAT FUEL - SUNSET FIRE FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	145.54			\$145.54
56269	FIRE BOAT FUEL - SUNSET FIRE FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	257.46			\$257.46
56267	FIRE BOAT FUEL - SUNSET FIRE FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	229.00			\$229.00
56265	FIRE BOAT FUEL - SUNSET FIRE FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	210.26			\$210.26
<b>Total For: WATERFRONT PROPERTY MANAGEMENT</b>			<b>\$1,896.17</b>			
Vendor: WESTERN STATES EQUIPMENT CO						
IN003278905	ST: LODER DOOR REPLACEMENT STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	814.24			\$814.24
7008681	ST: ENGINE DIAGNOSTIC/SOFTWARE UPDATE STREET MAINTENANCE DIVISION	SERVICES - EQUIPMENT - R&M	851.03			\$851.03
<b>Total For: WESTERN STATES EQUIPMENT CO</b>			<b>\$1,665.27</b>			
Vendor: WILLIAMS SCOTSMAN INC						
9024398849	WWTP: MODULAR RENTAL 8/19/25-9/18/25 WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	785.40			\$1,211.43
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	19.64			
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	206.26			
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	22.00			
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	5.00			
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	70.00			
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	103.13			
<b>Total For: WILLIAMS SCOTSMAN INC</b>			<b>\$1,2</b>			24

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv Item # 2. t
<b>Vendor: ZIPLY FIBER</b>				
6708 - 072225	6708 - PHONE CHGS - CITY HALL 7/22/25-8/21/25 INFORMATION TECHNOLOGY DIVISION	TELEPHONE - LANDLINE & OTHER	110.15	\$110.15
6269 - 072225	6269 - PHONE CHGS - 911 TRANSFER 7/22/25-8/21/25 POLICE DEPARTMENT	TELEPHONE - LANDLINE & OTHER	13.80	\$13.80
4008 - 072225	4008 - PHONE CHGS - CITY HALL 7/22/25-8/21/25 WASTEWATER COLLECTIONS	TELEPHONE - LANDLINE & OTHER	267.94	\$267.94
3469 - 072525	3469 - PHONE CHGS - TURTLE ROCK 7/25/25 - 8/24/25 WATER TREATMENT	TELEPHONE - LANDLINE & OTHER	76.22	\$76.22
<b>Total For: ZIPLY FIBER</b>				<b>\$468.11</b>

**City of Sandpoint Payroll Breakdown for August 2025  
Employee Benefit Compensation Export  
From 08/01/2025-08/31/2025**

WAGES Total Employer Amount	MEDICAL Total Employer Amount	DENTAL Total Employer Amount	SUPPLEMENTAL Total Employer Amount	TAXES Total Employer Amount	RETIREMENT Total Employer Amount	Employer Total
822,348.95	100,798.92	4,185.00	17,100.11	54,648.83	103,652.32	1,102,734.13

PAYABLES TOTAL: \$235,642.46  
PAYROLL TOTAL: \$1,102,734.13  
 GRAND TOTAL: \$1,338,376.59

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

Councilor Name: JUSTIN DICK



## AGENDA REPORT

### City Council Meeting

**TODAY'S DATE:** August 21, 2025

**MEETING DATE:** September 03, 2025

**TO:** City Council

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

**SUBJECT:** A21-1600-2 US Forest Service Baldy Mountain Lease Agreement Amendment

#### DESCRIPTION/BACKGROUND:

City Council approved A21-1600-2 US Forest Service Baldy Mountain Lease Agreement on September 01, 2021 with the term effective October 01, 2020 and expiring September 30, 2025. The US Forest Service wishes to amend the current Agreement for an additional five-year term. Annual rent increases are effective January 01 each year and increase 2% with the US Forest Service making annual payments within 30 days of September 30 each year, in arrears. The total amount of the Amendment is \$19,884.46, which includes the 2% increase in rent and the annual \$500 Road Use Fee.

The US Forest Service has leased space at Baldy at Baldy since May 29, 19620 for their communications and wish to continue leasing the site.

#### STAFF RECOMMENDATION:

Staff recommends City Council consider approving A21-1600-2 US Forest Service Baldy Mountain Lease Agreement Amendment.

#### ACTION:

City Council to approve A21-1600-2 US Forest Service Baldy Mountain Lease Agreement Amendment.

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

#### ATTACHMENTS:

- Proposed Resolution
- A21-1600-2 US Forest Service Baldy Mountain Lease Agreement Amendment
- A21-1600-2 US Forest Service Baldy Mountain Lease Agreement

No: 25-  
Date: September 3, 2025

RESOLUTION  
OF THE CITY COUNCIL  
CITY OF SANDPOINT

**TITLE: AMENDING USDA FOREST SERVICE BALD MOUNTAIN COMMUNICATION  
SITE LEASE (CITY AGREEMENT #A21-1600-2)**

WHEREAS: The City of Sandpoint owns real property on Bald Mountain and leases transmitter site parcels on this property to various entities, including the USDA Forest Service;

WHEREAS: The Forest Service has leased a communication site on Bald Mountain from the City since the 1960s, with their current lease set to expire on September 30, 2025;

WHEREAS: At this time, the Forest Service and the City wish to amend the lease to extend the expiration date another five (5) years to September 30, 2030; and

WHEREAS: The total amount of the amended lease is \$19,884.46, which includes a 2% annual increase and the annual \$500 Road Use Fee.

NOW, THEREFORE, BE IT RESOLVED THAT: The USDA Forest Service Bald Mountain Communication Site Lease (City Agreement #A21-1600-2), a copy of which is attached hereto and made a part hereof as if fully incorporated herein, is hereby approved.

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

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

ATTEST:

\_\_\_\_\_  
Melissa Ward, City Clerk

<b>USDA FOREST SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. PLA005	<i>Item # 3.</i>
	TO LEASE NO. 12034321L0410 CITY AGREEMENT #A21-1600-2	
ADDRESS OF PREMISES BALDY MOUNTAIN COMM SITE BONNER COUNTY, IDAHO SEE LEASE FOR LEGAL DESCRIPTION		

**THIS AMENDMENT** is made and entered into between **City of Sandpoint**

whose address is: 1123 Lake Street, Sandpoint, Idaho 83864

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to extend the term of the Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

This Lease Amendment (PLA005) is hereby issued to reflect a 60-month extension of the term of the Lease for 4,534 rentable square feet of land and related space at Bonner County parcel #7 Section 35, Township 58 N, Range 3 W in Sandpoint, ID (the Premises).

- A.** The current expiration date of the Lease is September 30, 2025. The term is hereby extended for an additional 60-months and expires on September 30, 2030.
- B.** The termination rights will remain as stated in the lease agreement.

This Lease Amendment contains 7 pages.

All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

**FOR THE GOVERNMENT:**

\_\_\_\_\_  
Name: JEREMY GRIMM  
Title: MAYOR  
Entity: CITY OF SANDPOINT  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: KALEY HAUPT  
Title: LEASE CONTRACTING OFFICER  
USDA FOREST SERVICE  
Date: \_\_\_\_\_

**WITNESSED FOR THE LESSOR BY:**

\_\_\_\_\_  
Name: MELISSA WARD  
Title: CITY CLERK  
Date: \_\_\_\_\_

C. The Government shall pay Lessor annual rent as follows:

		Rent*	Road fee**	Total
Year 1	October 1, 2025 - Sept 30, 2026	\$ 3,340.57	\$ 500.00	<b>\$ 3,840.57</b>
2	October 1, 2026 - Sept 30, 2027	\$ 3,407.38	\$ 500.00	<b>\$ 3,907.38</b>
3	October 1, 2027 - Sept 30, 2028	\$ 3,475.53	\$ 500.00	<b>\$ 3,975.53</b>
4	October 1, 2028 - Sept 30, 2029	\$ 3,545.04	\$ 500.00	<b>\$ 4,045.04</b>
5	October 1, 2029 - Sept 30, 2030	\$ 3,615.94	\$ 500.00	<b>\$ 4,115.94</b>

\* Rent is escalated by 2% annually

\*\* Road Fee subject to adjustment per 3.02 Adjustment of City Agreement A21-1600-2

Rent shall be paid within (30) days of September 30 annually (in arrears)

D. The clauses contained in the attachment "Additional FAR and GSAR Clauses for Lease Extensions" (5 pages) are hereby attached to and incorporated into the Lease

E. This Lease clarifies the following discrepancies in prior lease documents:

- a. Lease square footage is 4,534 SF of land
- b. Lessor name is City of Sandpoint

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

**ADDITIONAL FAR AND GSAR CLAUSES FOR LEASE EXTENSIONS**

The following clauses are hereby incorporated into the Lease and replace any prior versions of these clauses contained in the Lease or its attachments:

**1) 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)**

*This clause is incorporated by reference.*

**2) 52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023)**

*This clause is incorporated by reference.*

**3) 52.204-30 Federal Acquisition Supply Chain Security Act Orders - Prohibition (Dec 2023)**

(a) *Definitions.* As used in this clause—

*Covered article*, as defined in [41 U.S.C. 4713\(k\)](#), means—

- (1) Information technology, as defined in [40 U.S.C. 11101](#), including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 ([47 U.S.C. 153](#));
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see [32 CFR part 2002](#)); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

*FASCSCA order* means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSCA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in [41 CFR 201-1.303\(d\)](#) and (e):

- (1) The Secretary of Homeland Security may issue FASCSCA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSCA order may be referred to as a Department of Homeland Security (DHS) FASCSCA order.
- (2) The Secretary of Defense may issue FASCSCA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSCA order may be referred to as a DoD FASCSCA order.
- (3) The Director of National Intelligence (DNI) may issue FASCSCA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSCA order may be referred to as a DNI FASCSCA order.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

FAR and GSAR Clauses for Lease  
Extensions (MAY 2025)

*Intelligence community*, as defined by [50 U.S.C. 3003\(4\)](#), means the following—

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

*National security system*, as defined in [44 U.S.C. 3552](#), means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

*Sensitive compartmented information* means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

*Sensitive compartmented information system* means a national security system authorized to process or store sensitive compartmented information.

*Source* means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.*

- (1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSCA orders as follows:
  - (i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSCA orders apply.
  - (ii) For all other solicitations and contracts DHS FASCSCA orders apply.
- (2) The Contractor shall search for the phrase "FASCSCA order" in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSCA orders identified in paragraph (b)(1).
- (3) The Government may identify in the solicitation additional FASCSCA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.
- (4) A FASCSCA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR [4.2304](#)(c)). However, see paragraph (c) of this clause.
- (5)
  - (i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSCA order being applied through modification, then the Contractor shall disclose the following:
    - (A) Name of the product or service provided to the Government;
    - (B) Name of the covered article or source subject to a FASCSCA order;
    - (C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;
    - (D) Brand;
    - (E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
    - (F) Item description;
    - (G) Reason why the applicable covered article or the product or service is being provided or used;

- (ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.*

- (1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.
- (2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.
- (3)
- (i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
- (ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:
- (A) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.
- (B) For all other contracting offices, the Contractor shall report to the Contracting Officer.
- (4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:
- (i) Within 3 business days from the date of such identification or notification:
- (A) Contract number;
- (B) Order number(s), if applicable;
- (C) Name of the product or service provided to the Government or used during performance of the contract;
- (D) Name of the covered article or source subject to a FASCSA order;
- (E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts.*

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

No: 21-047  
Date: September 1, 2021

RESOLUTION  
OF THE CITY COUNCIL  
CITY OF SANDPOINT

**TITLE: BALDY MOUNTAIN COMMUNICATION SITE LEASE AGREEMENT WITH U.S. FOREST SERVICE (CITY AGREEMENT #A21-1600-2)**

WHEREAS: The City of Sandpoint owns real property on Baldy Mountain in Bonner County and leases transmitter sites on this property to various individuals and entities for placement of buildings and towers suitable for AM/FM and broadcast radio, two-way radio, television, microwave radio, cellular and wireless broadband applications;

WHEREAS: The U.S. Forest Service (USFS) is an existing Lessee, occupying Parcel #7, which comprises 4,534 square feet of land area, and desires to enter into a new five-year lease agreement for continued use of this site;

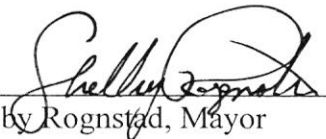
WHEREAS: The rent amount for the first year, including a \$500 Road Use Fee, is \$3,025.66, based on the City's adopted Fee Schedule for this site, which includes rent for leasing land area and a per radio unit equipment rental amount for each radio unit placed upon the USFS tower;

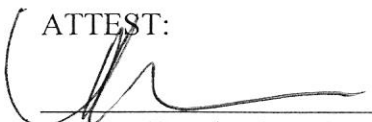
WHEREAS: The rate beginning October 1, 2021, and thereafter for the remaining term is subject to Lease Section 3.01, which allows for a 2% annual rent adjustment; and

WHEREAS: As USFS is a government agency, the deposit requirement as stated in the adopted Baldy Mountain Communication Site Lease Policy is not applicable.

NOW THEREFORE BE IT RESOLVED THAT: The Baldy Mountain Communication Site Lease Agreement with the U.S. Forest Service (City Agreement #A21-1600-2), a copy of which is attached hereto and made a part hereof as if fully incorporated herein, is hereby approved.

BE IT FURTHER RESOLVED THAT: The Mayor or his designee is authorized, on behalf of the City, to execute the lease described herein.

  
\_\_\_\_\_  
Shelby Rognstad, Mayor

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

Agreement No. A21-1600-2  
US Forest Service Lease Number 12034321L0410

## **BALDY MOUNTAIN COMMUNICATION SITE LEASE AGREEMENT BETWEEN THE CITY OF SANDPOINT AND US FOREST SERVICE**

This Baldy Mountain Communication Site Lease Agreement (hereinafter "Agreement") effective 10/01/2020 is made and entered into by and between the City of Sandpoint, Idaho, a municipal corporation, 1123 Lake Street, Sandpoint, Idaho 83864 (hereinafter referred to as "City"), and US Forest Service, Federal Government Agency, 24 Ft. Missoula Road, Missoula, Montana 59804 (hereinafter referred to as "Lessee"), as of the Effective Date (as hereinafter defined). The City grants to Lessee a lease on that portion of Baldy Mountain as described on Exhibit A and depicted on the Site Map on Exhibit B, each attached hereto and incorporated herein, hereinafter collectively referred to as the ("Site"). To the extent there is a difference between the legal description of the Site set forth on Exhibit A and the depiction of the Site set forth on Exhibit B, the legal description of the Site shall control.

### **SECTION 1 - OCCUPANCY**

**1.01 Term.** The term of this Lease is for a five (5) year period. The lease shall commence on October 01, 2020 ("Commencement Date") and end on September 30, 2025.

**1.02 No Warranty of Quiet Enjoyment.** The City makes no warranty of quiet enjoyment of the Site.

**1.03 No Warranty of Non-interference.** The City will provide no interference protection during the term of this Lease.

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

**1.07 Holding Over.** Any holding over after the expiration of the term, with the consent of the City, shall be construed to be a tenancy from month to month at a rental rate as set forth in paragraphs four (4) and sixteen (16) above entitled respectively, "Payment" and "Subleases" and shall otherwise be on the terms and conditions specified in this Lease, so far as are applicable.

**1.07 Failure to Vacate.** At the time the Lessee is required to vacate the Site, as provided herein, and Lessee fails to do so, Lessee will be a trespasser and shall owe the City as allowed within the terms of this Agreement.

Agreement No. A21-1600-2  
US Forest Service Lease Number 12034321L0410

## SECTION 2 - USE OF SITE

**2.01 Permitted Use.** Lessee's use of the Site shall be to install, maintain, repair, and operate electronic equipment as described in, approved, and signed the Baldy Mountain Communication Site Transmission Facilities Information Sheet, attached as **Exhibit D**. New or amended Technical Data Sheets may be added upon written approval by the City.

### 2.02 Reservation by City.

1. Inspection. Lessee shall permit the City and persons authorized by the City to enter the Site after notification and permission has been granted by Lessee during regular business hours and at all other reasonable times for the purpose of inspecting the installations, equipment or units, provided that, except in case of an emergency. This notice enables Lessee to arrange to accompany the City to protect the integrity of its equipment. An emergency is defined as an event posing an imminent threat of bodily injury, property damage, or critical equipment failure. In the event of an emergency, the City and persons authorized by the City may enter the Site and any Improvements thereon at any time and shall provide notice immediately upon discovery to Lessee. This clause shall not be construed to impose on the City a duty to inspect

2. Compatible Uses. The City will coordinate and receive authorization to access the Site with Lessee to grant easements and licenses over the Site, to sell, lease, or otherwise dispose of minerals, coal, oil, timber, gas, or other valuable materials from the Site insofar as such uses are compatible with Lessee's permitted use of the Site. The City shall do so in a manner that does not unreasonably interfere with Lessee's permitted use of the Site.

## SECTION 3 PAYMENT

**3.01 Payment.** Payments made hereunder will be as follows:

1. Rent. Lessee shall pay within thirty (30) days of September 30<sup>th</sup> annually (in arrears), beginning September 30, 2021 the rent of Three Thousand Twenty-Five and sixty-six/100 Dollars (\$3,025.66) for the period October 01, 2020 through September 30, 2021, subject to an annual 2% adjustment as set forth in Section 3.02 (collectively, "Rent") beginning October 01, 2021. The breakdown of the initial total rent is as follows:

- |  |            |
|--|------------|
| a. October 01, 2020 through September 30, 2021:        |            |
| i. Land area rent up to 2,500 sq ft:                   | \$1,351.00 |
| ii. Area over 2,500 sq ft: 2,034 sq ft @ \$0.49/sq ft: | \$996.66   |
| iii. Rent per radio unit: 2 @ \$339.00 each:           | \$678.00   |

2. Deposit. Lessee not be required to pay a deposit for use of the Site.

3. Road Use Fee. Lessee shall pay in arrears the required road use fee of

Agreement No. A21-1600-2  
US Forest Service Lease Number 12034321L0410

Five Hundred Dollars (\$500.00) for the period of October 01, 2020 to September 30, 2021 and annually thereafter within 30 days of September 30<sup>th</sup> ("Road Use Fee") for the remaining term of this Lease, subject to adjustment as set forth in Section 3.02.

### 3.02 Adjustment.

1. Periodic Adjustment.
  - a. Rent Adjustment. On January 01 each year, the Rent will increase by two percent (2%), including the portion of rent derived from Sublessees.
  - b. Road Use Fee. The Road Use Fee may be adjusted/increased on January 01 each year at the discretion of the City with a maximum annual adjustment of 5%.
2. Equipment Change Adjustment. Rent will be adjusted when new equipment is added to or removed from the Site according to the City's "Baldy Mountain Communication Site Lease Rent Schedule" then in effect or market value.
3. Rent from Sublessees. From and after the commencement of any sublease, license or any other occupancy agreement between Lessee and any and all sublessees, licensees, and any other such third parties (collectively, "Sublessees") to occupy the Site, the Rent shall be due according to Section 3.01 and will be adjusted by two percent (2%) annually on January 01. Such increase in Rent will be prorated from the commencement date of each such subsequent occupancy agreement with such Sublessee to the next succeeding January 01. If the term of the sublease, license, or other occupancy agreement with such Sublessee shall expire or terminate prior to the expiration or termination of this Lease, the Rent shall be reduced proportionate to the number of days remaining until the next January 01 date to reflect such expiration or termination.
4. Change in Use. The City shall pro rate Rent to Lessee to reflect any changes in occupancy made prior to January 01. If Lessee fails to notify the City of any additional occupancy or use, the City shall charge the value of the use from the date that such occupancy or use began. Should the date that such occupancy or use began be indeterminable, the City shall charge no less than one (1) years' Rent.

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

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### 3.03 Verification of Percentage Rent

1. Payment Statement. At any time during the term of this Lease, but no more than twice per year beginning with the Commencement Date, State may require that Lessee submit to State an accurate statement detailing the source and amount of Lessee's receipt of all Sublessee's rent or other similar payments for the lease year (or period owed) (the "Payment Statement"). Each Payment Statement shall be signed and certified to be correct by an individual or officer of Lessee who is fully authorized to execute such statement on behalf of Lessee.

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

2. Inspection of Records. Once per calendar year, the City may submit a written request to Lessee for a certified business summary affidavit pertaining to Lessee's Rent obligations for Sublessees for the prior twelve (12) month period, and Lessee shall provide such written report to the City within sixty (60) days after Lessee's receipt of such written request. The City shall send such written request to Lessee's notice address set forth in this Lease.

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

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

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#### SECTION 4 - SPECIAL REQUIREMENTS

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

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

**4.03 Fire.** To the extent possible, Lessee shall protect the Site from fire and shall report any fires on the Site to the City, by phone, as soon as possible.

**4.04 Debris.** Lessee shall not allow debris or refuse to accumulate on the Site.

**4.05 Frequency Interference.** Lessee, upon written or verbal notification by the City, shall immediately take remedial action to eliminate interference with other operators at the Site or at nearby locations caused by Lessee's operations. In the event Lessee fails to eliminate the interference within 48 hours of notification, the City will have the right to disconnect power to any transmitters causing interference. If the interference affects emergency services or public safety, the City shall have a right to disconnect power to any transmitter causing interference immediately upon contacting Lessee. For the purposes of this section, the City shall be deemed to have contacted Lessee when the City places a call to Kaley Haupt (406) 329-3159 – [kaley.haupt@usda.gov](mailto:kaley.haupt@usda.gov).

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

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

If the City allows the unauthorized frequencies, equipment or units to remain on the Site, Lessee shall be liable to pay the City two time's the Rent for each previously unauthorized frequency,

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equipment, or unit according to the City's "Baldy Mountain Communication Site Lease Rent Schedule" in effect or market value on the date of discovery from the period of installation or operation, whichever comes first, to the date of discovery by the City. After the date of discovery, should the City authorize the frequency, equipment, or unit, Lessee shall be liable for single Rent for such frequency, equipment, or unit based on the City's "Baldy Mountain Communication Site Lease Rent Schedule" then in effect. Back Rent shall be calculated based on the installation date of said frequency, equipment, or unit and due upon receipt of invoice from the City.

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

**4.08 Hazardous, Toxic, or Harmful Substances.**

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

2. Hazardous, Toxic, or Harmful Substances.

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

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US Forest Service Lease Number 12034321L0410

statutes, and ordinances now in existence or as subsequently enacted or amended pertaining to the use, presence, transportation, or generation of such Hazardous Substances.

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

- (1) all spills or releases of any Hazardous Substance in, on, or adjacent to the Site;
- (2) all failures to comply with any federal, state, or local law, regulation, or ordinance, as now enacted or as subsequently enacted or amended, pertaining to the use, presence, transportation, or generation of any Hazardous Substance in, on, or adjacent to the Site;
- (3) all inspections of the Site by, or any correspondence, orders, citations, or notifications from any regulatory entity concerning Hazardous Substances affecting the Site; and
- (4) all regulatory orders or fines, or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private party concerning the Site.

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

c. Lessee shall be fully and completely liable to the City, and, to the extent permitted by law, shall indemnify, defend, and hold harmless the City and its employees, officers, and agents with respect to any and all damages, costs, fees (including attorney's fees and costs), penalties (civil and criminal), and cleanup costs assessed against or imposed as a result of Lessee's use, disposal, possession, transportation, generation, and/or sale of Hazardous Substances or that of Lessee's employees, agents, assigns, Sublessees, contractors, subcontractors, licensees, or invitees and for any other breach of this Section 4.09. Lessee's obligations under this Section 4.09 shall survive termination of this Lease.

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

Agreement No. A21-1600-2  
US Forest Service Lease Number 12034321L0410

## SECTION 5 - ASSIGNMENT, INSURANCE, INDEMNITY

**5.01 Assignment.** Lessee shall not hypothecate, mortgage, assign, transfer, or otherwise alienate this Lease ("Assignment"), or any interest therein, with the exception of agreements with Sublessees, without the prior written consent of the City, which consent shall be at the sole discretion of the City. The consent of the City to any one Assignment shall not constitute a waiver of the City's right to consent to subsequent Assignments, nor shall consent of the City to any one Assignment relieve any party previously liable as Lessee from any obligations under this Lease. The acceptance by the City of the payment of Rent following an Assignment shall not constitute consent to any Assignment and the City's consent shall be evidenced only in writing.

**5.02 Subletting.** Notwithstanding the restrictions on Assignment of this Lease, Lessee has the right, at its sole discretion and without the City's consent, to sublease, or otherwise enter into occupancy and use arrangements of the Site with Sublessees, subject to the terms of this Lease. Upon any permitted subletting in accordance with this Section, Lessee shall provide the City prior notice including the name of such Sublessee utilizing the Site.

### 5.03 Insurance

1. **INSURANCE:**

Lessee is self-insured. Any claims arising out of use or operation of this agreement shall be governed by the terms and conditions of the Federal Tort Claims Act.

Sublessee's shall maintain liability insurance of a type acceptable to the Lessor, and placed with a company qualified to do business in the State of Idaho, with Lessor named as an additional insured. A certificate of such insurance shall be filed annually with the Lessor and shall provide that such insurance shall not be cancelled without 30 days written notice to the Lessor.

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

## SECTION 6 - DEFAULT

**6.01 Breach by Lessee or City.** In the event of any breach of any provision of this Lease by Lessee or City, the breach, whether material or not, shall be deemed a default entitling the City or Lessee to cancel this Lease and seek any other remedies set forth in this Lease or otherwise available at law or equity, after the City or Lessee has delivered to the other party notice of the breach and a demand that the same be remedied immediately. The Lessee or City shall have forty-five days to cure the breach, including for any non-payment of rent by Lessee as set forth in this Agreement. Any breach that has not been remedied by either Lessee or the City within the requirements of this Section, shall entitle the other party to terminate this Lease.

Agreement No. A21-1600-2  
US Forest Service Lease Number 12034321L0410

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

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

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

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

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

## **SECTION 7 - ACCESS ROADS AND ROAD MAINTENANCE**

### **7.01 Road Maintenance and Repair.**

1. As seasonal conditions allow, the City shall provide road maintenance of the access to the Site except as otherwise provided herein. Road maintenance is defined as work normally necessary to preserve and keep the roads in their present condition or as hereafter improved. City will not perform snow plowing or removal services on the access road to the site.

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2. In the event of a catastrophe, or other event that deems the road impassable, as determined by the Lessor, and requires extraordinary road repair, Lessee shall pay its pro rata share of the cost incurred in repairing said road or portion thereof, also determined by the Lessor; provided that Lessee's pro rata share of such costs shall not exceed Five Thousand and No/100 Dollars (\$5,000.00) without Lessee's prior written consent ("Max Fee"). The pro rata share will be determined by the cost of repair and dividing it equally amongst the parcels as identified on the map in Exhibit B.
3. In the event Lessee's pro rata share of the costs exceeds the Max Fee and Lessee does not waive the Max Fee limitation, the City reserves the right to not repair the road, and in such case, the City shall not guarantee or warrant Lessee's access to the Site. Lessee assumes all risk of loss associated with accessing the Site.
4. Site Access Limitations – Lessee has examined the site and the access to the site and acknowledges the access road to the site is seasonally impaired. Lessee accepts the site and access to the site in its present condition and acknowledges and accepts the limited access. City makes no guarantee of access to the site as a result of seasonal conditions.

**7.02 Road Repair.** Lessee shall repair or cause to be repaired at its sole cost and expense that damage to said road(s) occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road(s). Within fifteen (15) days of the damage, Lessee shall meet with the City and provide a plan of operation for the repairs.

**7.03 Road Improvements.** Lessee shall not construct any improvements to roads where access has been provided by the City without the prior written consent of the City, which shall not be unreasonably withheld. Unless the City agrees to share in the cost of the improvement in writing, the improvements shall be at the sole cost of Lessee.

**7.04 Insurance.** The provisions under Section 5 Insurance/Indemnity, shall apply to Lessee's use of roads authorized herein.

## SECTION 8 IMPROVEMENTS

**8.01 Utilities.** Prior to excavation, clearing, or construction, Lessee will employ a utility locator service, at no cost to the City, to check the Site for buried utilities.

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

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1. **Unauthorized Improvements.** Lessee shall not construct any Improvements unless authorized in writing by the City. All Improvements made on the Site without the written consent of the City are unauthorized and shall, at the option of the City, be removed by Lessee, be removed by the City at the cost to Lessee, or become the property of the City.
2. **Lessee-Owned Improvements.** Those Improvements authorized by the City and located within the Site that have been (1) made by Lessee or a Sublessee, or (2) acquired by Lessee from the City, a prior tenant, or a Sublessee, shall be referred to herein as "Lessee-Owned Improvements." Lessee-Owned Improvements are listed on Exhibit E, attached hereto and incorporated herein. Lessee shall obtain prior written approval from the City for any Lessee-Owned Improvements to be added to or removed from the Lease Area sixty (60) days prior to installation or removal. The City's approval of Lessee's request to add or remove Improvements shall not be unreasonably withheld, conditioned, or delayed. Within sixty (60) days of the installation or removal of any new Lessee-Owned Improvements, Lessee and the City shall execute an amendment to this Lease to update the list of Lessee-Owned Improvements.

**8.03 Maintenance and Repair of Lessee-Owned Improvements.** Lessee shall maintain and repair all Lessee-Owned Improvements, at its own cost.

**8.04 End of Term.** Disposition of any Lessee owned out buildings, antennas, mounting hardware, cables, cable housing, radio units, batteries, duplexers, and all other personal property on the Site ("Equipment"), and all Lessee-Owned Improvements shall be disposed of in accordance with the following terms and conditions:

1. By the Termination Date, all Equipment and Lessee-Owned Improvements, including impervious surfaces and/or outbuildings, constructed or installed by or at the direction of Lessee shall be removed from the Site, except as otherwise provided in this Lease or as Lessee and the City otherwise agree in writing.
2. For any Equipment or Lessee-Owned Improvements left on the Site after the Termination Date, the City shall have the right, at its option, to (i) deem any or all of such Equipment and/or Lessee-Owned Improvements abandoned and take ownership thereof; or (ii) remove, sell, or dispose of such Equipment and Lessee-Owned Improvements as the City sees fit, in accordance with all applicable laws.
3. If the City removes any or all of the Equipment or Lessee-Owned Improvements from the Site as permitted herein, Lessee shall reimburse the City for costs in excess of the initial rent deposit received and invoiced for any direct costs in excess of the rent deposit. Lessee will not receive a reimbursement of the rental deposit should any equipment or Lessee-Owned improvements left on the Site for longer than thirty (30) days following the termination date of the Lease.

Agreement No. A21-1600-2  
US Forest Service Lease Number 12034321L0410

4. Notwithstanding anything in this Lease or under applicable laws to the contrary, Lessee shall retain ownership of their Equipment and Lessee-Owned Improvements if the term of this Lease is extended by mutual written agreement of the City and Lessee or if Lessee re-leases the Site under a new lease with the City.

## SECTION 9 - MISCELLANEOUS

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

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

Lessor shall comply with all Federal, state, and local laws applicable to its ownership and leasing of the property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all Buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Lessee shall comply with all Federal, state and local laws applicable to an enforceable against it as a Lessee under this Lease Agreement, provided that nothing in this Lease Agreement shall be construed as a waiver of the sovereign immunity of the Lessee. This Lease Agreement shall be governed by Federal law.

### 9.03 Notices.

1. Any notice given under this Lease shall be deemed received when delivered by hand or five (5) days after deposit in the United States mail with first class postage affixed addressed as follows: At the address given by each party in the signature block of this Lease. Changes of address may be given in accordance with this section.
2. Lessee shall notify the City within fourteen (14) calendar days of any change of address, business name, contact person's name or other changes that may affect the lease.

**9.04 Liens.** Lessee shall not suffer nor permit any lien to be filed against Lessee's leasehold interest in the Site or any Improvement thereon by reason of work, labor, services or materials performed or supplied to Lessee or anyone holding Site or any part thereof under this Lease. If any such lien is filed against Lessee's leasehold interest or any Improvements thereon, Lessee

Agreement No. A21-1600-2  
US Forest Service Lease Number 12034321L0410

shall cause the same to be discharged of record within thirty (30) days after the date of filing the same unless other arrangements are authorized in writing by the City. Lessee shall indemnify the City for any costs, damages or expenses (including attorneys' fees) incurred as a result of the filing of such liens or in obtaining their discharge whether such costs, damages or expenses were incurred prior or subsequent to lease termination.

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

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

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

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

**9.08 Effective Date.** The date of this Lease shall be the date on which the last party executes this Lease ("Effective Date").

Agreement No. A21-1600-2  
US Forest Service Lease Number 12034321L0410

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

**CITY OF SANDPOINT**  
1123 Lake Street  
Sandpoint, Idaho 83864

DocuSigned by:  
*Mayor Shelby Rogstad*  
15B8DFE89CFB492...  
Name: Shelby Rogstad  
Title: Mayor

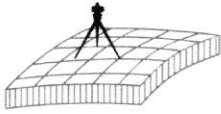
**U.S. FOREST SERVICE**  
24 Ft. Missoula Road  
Missoula, Montana 59804

JAMES THOMPSON  
Digitally signed by JAMES THOMPSON  
Date: 2021.08.25 13:43:05 -06'00'  
James W. Thompson, RPLO, RA  
Title: Lease Contract Officer

Attest:

DocuSigned by:  
*Melissa Ward*  
4217A7549626469...  
Melissa Ward  
City Clerk

**EXHIBIT A  
LEGAL DESCRIPTION OF SITE**



**GLAHE & ASSOCIATES**, Professional Land Surveyors

P.O. Box 1863  
303 Church Street  
Sandpoint, ID 83864

Phone: (208) 265-4474  
Fax: (208) 265-0675  
Website: glaheinc.com

**City of Sandpoint-Bald Mtn**  
Lease Parcel #7 – 4,535 sq ft.

Bonner County, Idaho  
Section 35, Township 58 North, Range 3 West, B.M.

A portion of the South 1/2 of the southwest 1/4 of Section 35, Township 58 North, Range 3 West, Boise Meridian, Bonner County, Idaho and being more particularly described as follows:

COMMENCING at an existing U.S.C and G.S Brass Cap marked "Baldy" 1964 from which the southwest Section Corner of said Section 35 monumented with a 2 1/2" x 30" aluminum pipe with a 3" diameter cap by RLS 853, bears S 49°31'01" W, 1733.78 feet;

Thence N 28°23'02" E, 15.37 feet to a found 1 1/2" brass cap on a copperweld and the **TRUE POINT OF BEGINNING**;

Thence S 42°22'57" W, 90.81 feet to a found 1 1/2" brass cap on a copperweld;

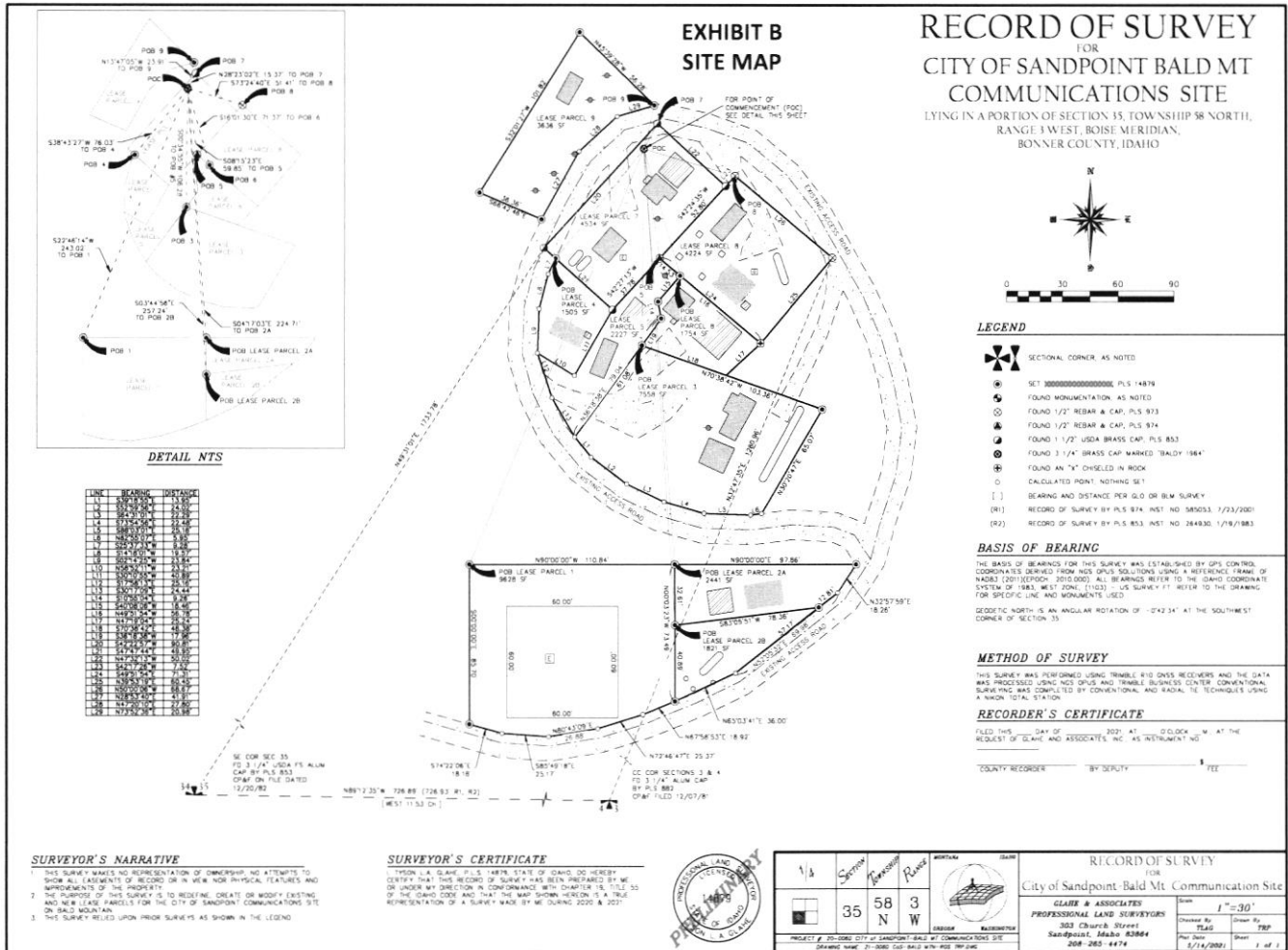
Thence S 47°47'44" E, 49.95 feet to a found 1 1/2" brass cap on a copperweld;

Thence N 42°27'13" E, 37.78 feet to a found 1/2" rebar and cap by PLS 974;

Thence N 42°24'35" E, 52.80 feet to a found bent 1 1/2" brass cap on a copperweld;

Thence N 47°32'13" W, 50.02 feet to a found 1 1/2" brass cap on a copperweld and the **TRUE POINT OF BEGINNING** encompassing an area of 4,534 square feet or 0.10 acres.





Agreement No. A21-1600-2  
US Forest Service Lease Number 12034321L0410

**EXHIBIT C**  
**MINIMUM COMMUNICATION SITE STANDARDS**

1. The City retains the right to inspect Lessee's equipment with 21 calendar days advance written notice to ensure compliance with Site standards presently in effect or as may be amended. This clause shall not be construed as a duty to inspect.
2. Each transmitter at the Site will be identified with Exhibit D, Baldy Mountain Communication Site Transmission Facilities Information Sheet.
3. All communications fixed transmitter installations shall employ isolators or alternative techniques meeting the same criteria, to minimize spurious radiation and intermodulation products. Additional filtering may be required according to frequency and interconnect devices as listed below. As the industry progresses, superior devices may be available and installed only with the written approval of the City.
  - a. Transmitters in the 29.8 to 54 MHZ range shall have a low pass filter, band pass filter or cavity providing a minimum of 30 dB of attenuation removed 1.0 MHZ from the operating frequency.
  - b. Transmitters in the 66 to 88 MHZ range shall have at least 25 dB of isolation followed by a band pass cavity providing at least 20 dB of attenuation 1.0 MHZ removed from the operating frequency.
  - c. Transmitters in the 88 to 108 MHZ range operating at a power level of 350 watts or less shall have at least 25 dB of isolation followed by a band pass cavity providing at least 35 dB of attenuation 1.0 MHZ from the operating frequency.
  - d. Transmitters in the 88 to 108 MHZ range operating at a power level above 350 watts shall have a band pass cavity providing at least 25 dB of attenuation 1.4 MHZ from the operating frequency.
  - e. Transmitters in the 130 to 225 MHZ range shall have at least 50 dB of isolation followed by a low pass filter and a band pass cavity with a minimum of 15 dB of attenuation 1.0 MHZ removed from the operating frequency.
  - f. Transmitters in the 400 to 470 MHZ range shall have at least 50 dB of isolation followed by a low pass filter and a band pass cavity with a minimum of 15 dB of attenuation 2.0 MHZ removed from the operating frequency.
  - g. Transmitters in the 806 to 990 MHZ range shall have at least 50 dB of isolation followed by a low pass filter or a band pass filter with a minimum of 15 dB of attenuation 10 MHZ removed from the operating frequency and 40 dB of attenuation at 20 MHZ. Where mixed services share a common site, series cavities need be incorporated.

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4. Lessee shall comply with General Engineering Standards, including but not limited to the following:
- a. A band pass cavity/filter or crystal filter is recommended at the input of all receivers. Its purpose is to protect against RF energy "off frequency" from mixing in a non-linear device such the first RF amplifier in a receiver, which can re-radiate causing interference.
  - b. The band reject duplexer (cross notch duplexer) may not be used without the use of cavities or isolators.
  - c. Single braid coax cable is prohibited. Double shielded cable must have over 98.5% shield coverage. Single braid cable with resistive terminations is acceptable ONLY as a fixed method for relative signal strength measurements.
  - d. Jacketed coaxial cable is required. Unjacketed transmission line of any type is prohibited.
  - e. Use of N, TNC, DIN or other types of constant impedance connector is preferred over a non-constant impedance type. Effort should be made to prevent the use of coax adaptors.
  - f. All equipment is to be grounded. Grounding is to be done with low impedance conductor to the station ground grid, preferably with flat copper or heavy braid. The "green wire" of the AC power plug is not an acceptable grounding point. All cables are to be grounded to the tower at the point where the cables leave the tower for the building entry.
  - g. Transmitting systems must be checked periodically, which includes the isolator, VSWR on the load port of the isolator and overall system insertion loss.
  - h. Bare metallic ties are prohibited for securing transmission lines to towers. In the case of large lines, use of stainless steel or galvanized hangers is permitted. Hardware capable of rusting and dissimilar metals is prohibited. Transmission lines are to be insulated from metallic structures and objects. It is the duty of the installation personnel to prevent "diode junctions" from taking place.
  - i. All loose wire or metal objects are to be removed from the tower and site. Metal fencing should be vinyl coated.
  - j. All equipment shall be licensed by FCC, or have a Radio Frequency Authorization from NTIA, (if required by the regulating agency) and be operated

Agreement No. A21-1600-2  
US Forest Service Lease Number 12034321L0410

in full accordance with all applicable rules and regulations of the regulating agency. There shall be no modifications that violate "FCC Type Acceptance."

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

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

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

5. Interference Policy Statement:

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

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

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

6. These are minimum standards of good engineering practices in the operation and maintenance of communication sites. These standards will be revised as deemed necessary by the City.

7. For equipment using unlicensed frequencies:

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

Agreement No. A21-1600-2  
US Forest Service Lease Number 12034321L0410

- b. The City has the right to require Lessee to provide additional interference protection devices for existing and new site users to reduce interference and accommodate Site growth.
  - c. The City has the right to require Lessee to reposition antennas on towers, add equipment shielding and reduce effective radiated power to reduce interference and accommodate site growth.
9. Electrical Standards:
- a. Only assigned electrical outlets shall be used.
  - b. Additions or modifications shall not be made to any electrical distribution system without first securing the City's written permission.
  - c. Access to the panel board is provided for the circuit breaker to the user's assigned outlets.
  - d. Equipment and units shall have internal fusing to protect the supply circuit.
3. Cord connections for equipment and units shall have a ground wire and the attachment plugs shall have a "U" slot ground to provide a continuous ground from equipment to distribution panel.

**EXHIBIT D**

**REQUIRED INFORMATION FOR  
BALDY MOUNTAIN TRANSMISSION FACILITIES**

Company Name: USDA Forest Service

Mailing Address: 24 Fort Missoula Rd Missoula, MT 59804

Contact Name and Phone Number: Kaley Haupt 406-329-3159 [kaley.haupt@usda.gov](mailto:kaley.haupt@usda.gov) (best method)

Description of Service: 4,534 sq ft parcel of land to be used as a communication site by the USDA Forest Service

**Microwave Radio:**

Equipment Manufacturer: Alcatel

Equipment Model: MDR8000

Serial Number:

Transmit Frequencies: 2223.250 MHz

Transmit Power: (in dBm): 2 watts

Transmit ERP: (in dBm):

Receive Frequencies: 2273.250 MHz

IF Frequencies:

Transmit PL or DPL (if applicable):

Narrowband Conversion Date (if planned):

**Private Mobile Radio:**

Equipment Manufacturer: Codan

Equipment Model: MT4-E

Serial Number:

Transmit Frequencies: 165.4875 MHz

Transmit Power: (in dBm): 30 watts

Transmit ERP (in dBm): 30 watts

Receive Frequencies: 172.4000 MHz

IF Frequencies:

Transmit PL or DPL (if applicable):

Narrowband Conversion Date (if planned): Already narrowband

**Please attach a copy of the FCC License.**

Agreement No. A21-1600-2  
US Forest Service Lease Number 12034321L0410

**EXHIBIT E**  
**LESSEE-OWNED IMPROVEMENTS**

No improvements have been made as of initial effective date of this Agreement. Any future improvements will be authorized through an Amendment to this Lease Agreement.

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY**

DATE OF LEASE	LEASE NO. 12034321L0410
---------------	----------------------------

THIS LEASE, made and entered into this date by and between  
The City of Sandpoint Idaho

whose address is  
1123 Lake Street, Sandpoint, Idaho 83864

and whose interest in the property hereinafter described is that of  
Baldy Mountain Communication Site

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agrees as follows:

1. The lessor hereby leases to the Government the following described premises:  
 Bonner County, Lease Parcel #7 – 4,535 sq ft. Section 35, Township 58 North, Range 3 West, B.M.; A portion of the South 1/2 of the southwest 1/4 of Section 35, Township 58 North, Range 3 West, Boise Meridian, Bonner County, Idaho and being more particularly described as follows:  
 COMMENCING at an existing U.S.C and G.S Brass Cap marked "Baldy" 1964 from which the southwest Section Corner of said Section 35 monumented with a 2 1/2" x 30" aluminum pipe with a 3" diameter cap by RLS 853, bears S 49°31'01" W, 1733.78 feet;

to be used for Telecommunication

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on  
 10/01/2020 through 09/30/2025, subject to termination  
 and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$ 3,025.66  
 at the rate of \$ 3,025.66 per year in arrears.  
 Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

The City of Sandpoint Idaho

4. The Government may terminate this lease at any time by giving at least 60 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:  
 Subject to an annual 2% adjustment as set forth in Section 3.02 (collectively, "Rent") beginning October 01, 2021. The breakdown of the initial total rent is as follows: a. October 01, 2020 through September 30, 2021: i. Land area rent up to 2,500 sq ft: \$1,351.00; ii. Area over 2,500 sq ft: 2,034 sq ft @ \$0.49/sq ft: \$996.66; iii. Rent per radio unit: 2 @ \$339.00 each: \$678.00; Road Use Fee: \$500.00, subject to adjustment as set forth in Section 3.02.

provided notice be given in writing to the Lessor at least 60 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:  
A21-1600-2 US FOREST SERVICE BALDY MTN COMMUNICATION SITE LEASE AGREEMENT

- EXHIBIT A LEGAL DESCRIPTION OF THE SITE
- EXHIBIT B SITE MAP
- EXHIBIT C MINIMUM COMMUNICATION SITE STANDARDS
- EXHIBIT D BALDY MOUNTAIN COMMUNICATION SITE TRANSMISSION FACILITIES INFORMATION SHEET
- EXHIBIT E LESSEE-OWNED IMPROVEMENTS - No improvements have been made as of initial effective date of this Agreement. Any future improvements will be authorized through an Amendment to this Lease Agreement.

7. The following are attached and made a part hereof:  
The General Provisions and Instructions

8. The following changes were made in this lease prior to its execution:

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

Signed by:	
	SIGNATURE
15B8DFE89CFB492	
NAME OF SIGNER	NAME OF SIGNER
	

IN PRESENCE OF

SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER

UNITED STATES OF AMERICA

SIGNATURE	NAME OF SIGNER
	James W Thompson
	OFFICIAL TITLE OF SIGNER
	Real Property Leasing Officer

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY**

DATE OF LEASE	LEASE NO 12034321L0410
---------------	---------------------------

THIS LEASE made and entered into this date by and between  
The City of Sandpoint Idaho

whose address is  
1123 Lake Street, Sandpoint, Idaho 83864

and whose interest in the property hereinafter described is that of  
Baldy Mountain Communication Site

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agrees as follows:

1. The lessor hereby leases to the Government the following described premises:  
 Bonner County, Lease Parcel #7 – 4,535 sq ft. Section 35, Township 58 North, Range 3 West, B.M.; A portion of the South 1/2 of the southwest 1/4 of Section 35, Township 58 North, Range 3 West, Boise Meridian, Bonner County, Idaho and being more particularly described as follows:  
 COMMENCING at an existing U.S.C and G.S Brass Cap marked "Baldy" 1964 from which the southwest Section Corner of said Section 35 monumented with a 2 1/2" x 30" aluminum pipe with a 3" diameter cap by RLS 853, bears S 49°31'01" W, 1733.78 feet;

to be used for Telecommunication

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on  
 10/01/2020 through 09/30/2025, subject to termination  
 and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$ 3,025.66  
 at the rate of \$ 3,025.66 per year in arrears.  
 Rent for a lesser period shall be prorated. Rent checks shall be made payable to

The City of Sandpoint Idaho

4. The Government may terminate this lease at any time by giving at least 60 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals  
 Subject to an annual 2% adjustment as set forth in Section 3.02 (collectively, "Rent") beginning October 01, 2021. The breakdown of the initial total rent is as follows: a. October 01, 2020 through September 30, 2021: i. Land area rent up to 2,500 sq ft: \$1,351.00; ii. Area over 2,500 sq ft: 2,034 sq ft @ \$0.49/sq ft: \$996.66; iii. Rent per radio unit: 2 @ \$339.00 each: \$678.00; Road Use Fee: \$500.00, subject to adjustment as set forth in Section 3.02.

provided notice be given in writing to the Lessor at least 60 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing

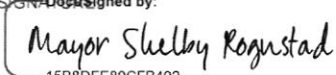
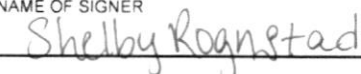
6. The Lessor shall furnish to the Government, as part of the rental consideration, the following  
A21-1600-2 US FOREST SERVICE BALDY MTN COMMUNICATION SITE LEASE AGREEMENT

- EXHIBIT A LEGAL DESCRIPTION OF THE SITE
- EXHIBIT B SITE MAP
- EXHIBIT C MINIMUM COMMUNICATION SITE STANDARDS
- EXHIBIT D BALDY MOUNTAIN COMMUNICATION SITE TRANSMISSION FACILITIES INFORMATION SHEET
- EXHIBIT E LESSEE-OWNED IMPROVEMENTS - No improvements have been made as of initial effective date of this Agreement. Any future improvements will be authorized through an Amendment to this Lease Agreement.

7. The following are attached and made a part hereof  
The General Provisions and Instructions

8. The following changes were made in this lease prior to its execution:

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

<b>LESSOR</b>	
Signed by:  <small>15B8DFE89CFB492...</small> NAME OF SIGNER 	SIGNATURE   NAME OF SIGNER
<b>IN PRESENCE OF</b>	
SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER
<b>UNITED STATES OF AMERICA</b>	
SIGNATURE	NAME OF SIGNER <b>James W Thompson</b> OFFICIAL TITLE OF SIGNER <b>Real Property Leasing Officer</b>



## AGENDA REPORT

### City Council Meeting

**TODAY'S DATE:** August 25, 2025

**MEETING DATE:** September 3, 2025

**TO:** Mayor and City Council

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

**SUBJECT:** First Amendment to Professional Services Agreement with Stantec Consulting Services, Inc. (City Agreement A25-3257-2) – **action item**

#### DESCRIPTION/BACKGROUND:

The City engaged Stantec Consulting Services, Inc., selected from the City's professional services roster to support ongoing wastewater treatment plant (WWTP) planning and design efforts. The original Master Task Order Agreement (A25-3257-2), executed January 24, 2025, was authorized for up to \$70,000. The first task under that agreement was to provide review of the Preliminary Engineering Report (PER) for the WWTP reconstruction project as the technical advisor.

The next step in the WWTP program is replacement of the City's aging belt presses, which are at the end of their useful life, showing significant deterioration, and have been identified by the Department of Environmental Quality (DEQ) as a compliance issue. As a bridge improvement prior to full WWTP reconstruction, the City intends to pre-procure and install new screw presses (Huber Q-Press units).

Stantec has prepared Task Order No. 2, which provides preliminary and final design services and bid support for the screw press project at a not-to-exceed fee of \$166,540. To accommodate this scope, the City's Master Task Order Agreement must be amended from the current \$70,000 to a new total not-to-exceed amount of \$200,000. This amendment will cover Task Order 2 as well as provide flexibility for any additional WWTP-related professional services that may arise under the agreement.

#### STAFF RECOMMENDATION:

Consider approval of Amendment No. 1 to the Master Task Order Agreement with Stantec Consulting Services, Inc., increasing the not-to-exceed contract amount to \$200,000.00, and approval of Task Order No. 2 in the amount of \$166,540.00 for Q-Press final design services.

#### ACTION:

Move to authorize the Mayor to sign Amendment No. 1 to Agreement No. A25-3257-2 with Stantec Consulting Services, Inc., increasing the not-to-exceed amount to \$200,000.00, and to approve Task Order No. 2 in the amount of \$166,540.00 for final design of the screw press project.

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

**ATTACHMENTS:**

Amendment No.1 - A25-3257-2 Agreement Between Owner and Engineer for Professional Services

Task Order No. 2 – WWTP Huber Q-Press Final Design

A25-3257-2 Master Task Order Agreement (Executed)

A25-3257-2 Task Order 1 – WWTP Plant Preliminary Engineering Report – Technical Advisor  
(Executed)

No: 25-  
Date: September 3, 2025

RESOLUTION  
OF THE CITY COUNCIL  
CITY OF SANDPOINT

**TITLE: AMENDMENT NO. 1 TO AGREEMENT WITH STANTEC CONSULTING SERVICES, INC., FOR WASTEWATER TREATMENT PLANT RECONSTRUCTION PROFESSIONAL PLANNING AND DESIGN SERVICES (CITY AGREEMENT #A25-3257-2)**

WHEREAS: In January of this year, the City engaged Stantec Consulting Services, Inc., selected from the City’s professional services roster, to support ongoing wastewater treatment plant (WWTP) planning and design efforts, with the original Master Task Order Agreement authorized for up to \$70,000, and the first task under that agreement to provide review of the Preliminary Engineering Report (PER) for the WWTP reconstruction project as the technical advisor;

WHEREAS: The next step in the WWTP program is replacement of the City’s aging belt presses, which are at the end of their useful life, showing significant deterioration and identified by the Department of Environmental Quality (DEQ) as a compliance issue, with Stantec providing preliminary and final design services and bid support for the screw press project at a not-to-exceed fee of \$166,540; and

WHEREAS: To accommodate this scope, the City’s Master Task Order Agreement must be amended from the current \$70,000 to a new total not-to-exceed amount of \$200,000, which will cover Task Order 2, as well as provide flexibility for any additional WWTP-related professional services that may arise under the agreement.

NOW, THEREFORE, BE IT RESOLVED THAT: Amendment No. 1 to the City’s Agreement with Stantec Consulting Services, Inc., for Wastewater Treatment Plant Reconstruction Professional Planning and Design Services (City Agreement #A25-3257-2), a copy of which is attached hereto and made a part hereof as if fully incorporated herein, increasing the not-to-exceed contract amount to \$200,000 and approving Task Order No. 2 in the amount of \$166,540 for Q-Press final design services, 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:

\_\_\_\_\_  
Melissa Ward, City Clerk

This is **EXHIBIT K**, consisting of [ 2 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [01/24/2025].

**AMENDMENT TO OWNER-ENGINEER AGREEMENT  
Amendment No. 1**

**The Effective Date of this Amendment is: 9/3/2025.**

Background Data

Effective Date of Owner-Engineer Agreement: 01/24/2025

Owner-Engineer Agreement No.: A25-3257-2

Owner: City of Sandpoint

Engineer: Stantec Consulting Services, Inc.

Project: Professional Design Services – Wastewater Treatment Facilities

Nature of Amendment:

XX Modification to Schedule of Services

XX Modification of Payment to Engineer

Description of Modifications:

Modifications to the original Agreement is as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

E. The maximum not-to-exceed amount of this Agreement, including all Task Orders combined is **\$200,000.00**.

**ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES is amended as follows:**

3.01 *Term*

A. This Agreement shall be effective and applicable to Task Orders issued hereunder through December 31, 2026 provided City Council continued program funding in subsequent fiscal years, which commences October 01 each year.

Agreement Summary

- a. Original Agreement amount: \$70,000.00
- b. Net change for prior amendments: \$0
- c. This amendment amount: \$130,000.00
- d. Adjusted Agreement amount: \$200,000.00

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit A.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:  
City of Sandpoint

ENGINEER:  
Stantec

By: \_\_\_\_\_  
Print name: Jeremy Grimm

By: \_\_\_\_\_  
Print name: Nick Smith

Title: MAYOR

Title: PRINCIPAL PROJECT MANAGER

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Agreement No. A25-3257-2

Task Order No. 2

# TASK ORDER

In accordance with the Agreement Between Owner and Consultant for Professional Services, dated January 24, 2025 ("Agreement"), Owner and Consultant agree as follows:

## 1. Background Data

a. Effective Date of Task Order:	April 1, 2025
b. Owner:	City of Sandpoint
c. Consultant:	Stantec Consulting Services Inc.
d. Agreement Number:	A25-3257-2
e. Specific Project (title):	Wastewater Treatment Plant Preliminary Engineering Report, Technical Advisor

## 2. Services of Consultant

### Screw Press Design and Installation

The City of Sandpoint (City) wastewater treatment plant (WWTP) is currently using old belt presses for their dewatering needs. Recently Idaho Department of Environmental Quality (DEQ) has cited these units as deficient and in need of replacement or repair. The City has requested that Stantec provide preliminary and final design and bid support for new screw presses for the WWTP. As part of this task order (TO) effort, Stantec plans to perform the following tasks:

- Project Management and Administration – These services include tracking, invoicing and general coordination of the City and engineering staff including Task Orders 1 and 2. This work will also include the administrative duties for TO1 (PER Review) and internal coordination meetings.
- Preliminary Design
  - Site Visit/Kickoff Meeting – Two staff for a site visit and virtual kickoff meeting (includes site travel expenses).
  - Develop Design Criteria and Assumptions:
    - Confirm flows/loads (use previous data and estimates)
    - Electrical
    - Chemical type (using existing polymer feed system and type)

TASK ORDER NO. 2 – AGREEMENT NO. A25-3257-2

Agreement for Professional Services, City of Sandpoint and Stantec Consulting Services Inc.

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- Code compliance
  - HVAC needs
  - Confirm sole source or open bid
  - Prepurchase of screw press is assumed (in lieu of contractor purchase after bid award)
- Discipline Site Visit and Fatal Flaw Evaluation
    - This task includes a structural, building mechanical and electrical engineer visit the site for inspection and evaluation of the Solids Handling Building to identify any fatal flaws with retrofitting the belt press area with new screw presses including site visit notes and photos. In addition, this site visit is to identify what improvements will be needed for inclusion into the 30% design and Preliminary Engineering Report (PER).
  - Prepare Class 4 Opinion of Probable Construction Costs (OPCC or cost estimate) – Draft for City review followed by a finalized OPCC.

*Class 4 OPCCs include typical accuracy ranges of -15% to -30% on the low side, and +20% to +50% on the high side. The City acknowledges that Stantec has no control over costs of labor, materials, competitive bidding environments and procedures, unidentified field conditions, financial and/or market conditions, or other factors likely to affect the OPCC of this project, all of which are and will unavoidably remain in a state of change, especially in light of the high volatility of the market attributable to Acts of God and other market events beyond the control of the parties and that this is a “snapshot in time” and that the reliability of the OPCC will inherently degrade over time.*

- Develop Preliminary Design Deliverables:
  - Drawings
    - Process and building mechanical plan
    - Process mechanical sections (2)
    - P&ID
    - Electrical one-line
    - Cover, criteria and list of final drawings/specs
  - Preliminary Engineering Report
    - Draft
    - Final to DEQ (after City review)
- Prepurchase Support – This task will include the following:
  - Prepurchase and sole source justification memorandum
  - Prepurchase coordination with City on sole source
  - Prepurchase coordination with Huber and Goble Sampson on specification, sizing, system layout and general procurement issues
  - Develop procurement package (prepurchase specifications, mechanical plan, mechanical section, P&ID and one-line electrical)
  - Quote review

TASK ORDER NO. 2 – AGREEMENT NO. A25-3257-2

Agreement for Professional Services, City of Sandpoint and Stantec Consulting Services Inc.

- Huber Q-Press submittal review

Preliminary Design Assumptions:

- No fatal flaws will be found with the initial site investigations or follow-up review. Should fatal flaws be identified, this scope of work would need to be revised including renegotiated project fees in order to continue to completion.
  - Stantec shall be entitled to reasonably rely upon the information and data provided by the City or obtained from generally acceptable sources within the industry without independent verification except to the extent such verification is expressly included herein.
  - Two Huber 440 Q-Press units or 620 Q-Press units are assumed to be the sole sourced equipment.
  - The City has procurement staff that will lead the screw press procurement effort and Stantec will provide technical support and documentation only.
  - No civil work is assumed to be needed.
  - The existing Solids Handling Building roof is in need of repair or replacement.
  - The existing dewatered solids conveyor system will be reused as-is.
  - The controls for the new screw presses will be local with no connection to WWTP centralized (SCADA) system, however the screw press controls system will be expandable to future SCADA connection should the City chose.
  - The electrical system is adequate as is with the existing MCC system able to be retrofit to power the new screw presses and other ancillary electrical connections.
- Final Design – The final design services shall include:
    - Site Visit – Two staff for a site visit (includes travel expenses) to review additional site information as deemed critical to the completion of the final design.
    - Updated Design Criteria – Based upon the work in the preliminary design the design criteria should be established, however, as design progresses there may be adjustments needed which will be incorporated into the design and information communicated to the vendor and future installation contractor. This information will be included in the final bid documents.
    - Develop Final Design Deliverables:
      - Drawings
        - General Drawings – Cover, Drawing Index, Common Symbols and Abbreviations, Process Flow Diagram, Design Criteria, and Pipe Schedule
        - Process Mechanical Drawings – Notes and Symbols, Standard Details, Process Mechanical Upper Floor Demo Plan, Process Mechanical Upper Floor Plan, Process Mechanical Sections (2)

- Instrumentation and Control Drawings – Screw Press P&ID, Details and General I&C sheets
- Electrical – One-line diagram, MCCs, Site Plan, General Electrical and Details
- Structural – Notes and Design Criteria, Standard Details, Structural Upper Floor Demo Plan, Structural Upper Floor Plan, Structural Roof Plan, Structural Section
- HVAC – Symbols, Notes, and Abbreviations, Code Review, HVAC Control Sequence of Operations, Standard Details, HVAC Upper Floor Demo Plan, HVAC Floor Plan, HVAC Roof Plan, Equipment Schedule
- Final Specifications
- Final Design Assumptions
  - Stantec shall be entitled to reasonably rely upon the information and data provided by the Client or obtained from generally acceptable sources within the industry without independent verification except to the extent such verification is expressly included herein.
  - No civil site work is needed.
  - The existing dewatered solids conveyor system will be reused as is.
  - The controls for the new screw presses will be local with no connection to WWTP centralized (SCADA) system. However, the screw press controls system will be expandable to future SCADA connection should the City chose.
  - The electrical system is adequate as is with the existing MCC system able to be retrofit to power the new screw presses and other ancillary electrical connections.
  - Existing HVAC equipment will need to be replaced.
  - Existing floor drains will be utilized and no new eyewash or shower systems will be needed with the upgrade.
  - Existing equipment pads for the belt presses will be demolished, and new equipment pads will be designed and constructed.
  - Existing polymer system will be utilized.
  - Existing sludge pumps will be utilized with a new VFD added to one existing progressive cavity sludge pump. The other existing sludge pump has a VFD.
  - Fire protection upgrades are not needed for the building
  - Architectural to provide coordination for code requirements and closing of any existing opening. No architectural drawings to be developed.
  - Stantec will develop a draft deliverable drawing and specification set for the City to review. After City review and comments, Stantec will finalize the bid documents.
  - Existing plumbing fixtures will not be replaced as part of the Project.
- Bid Support – Bid support for the project will include:

TASK ORDER NO. 2 – AGREEMENT NO. A25-3257-2

Agreement for Professional Services, City of Sandpoint and Stantec Consulting Services Inc.

Page 4 of 6

- Attendance at one pre-bid meeting and site visit for one Stantec staff including travel expenses.
- Assist with negotiations with respect to technical and engineering issues that arise during contracting should they be needed.
- Prepare and issue addenda as appropriate to clarify, correct or change the issued documents. Up to two addenda are assumed.
- Bid Support Assumptions:
  - The City will issue the contract documents for bidding.
  - Stantec will lead the pre-bid meeting, including putting together an agenda and taking notes.
  - The bidding phase will be considered complete upon award of Construction Contracts for the Work and commencement of the construction phase.

*Note: Engineering Services During Construction is not included in this scope of work but a proposal for installation support can be submitted upon City request.*

### **3. Owner's Responsibilities**

Owner will facilitate meetings, allow access to site as needed for facility tours, lead pre-purchasing efforts, and advertise the project for bids.

### **4. Task Order Schedule**

All review comments by the City must be provided within 10 business days of Consultant's receipt of the review materials. Design services are anticipated through November 30, 2025 with bidding and minor procurement support through February of 2026.

### **5. Payments to Consultant**

The terms of payment are set forth in the Agreement. The authorized, not to exceed, amount for this Task Order No. 2 is \$166,540 as shown in the fee table below with payment per the billing rates previously agreed to for these on-call services.

WBS Code	Task Name	Hours	Total
<b>1</b>	<b>Project Management and Meetings</b>	<b>63</b>	<b>\$12,985</b>
<b>2</b>	<b>Preliminary Design</b>	<b>278</b>	<b>\$56,655</b>
2.1	Site Visit/Kickoff Meeting	18	\$5,480
2.2	Develop Design Criteria	15	\$2,895
2.3	Discipline Site Visit and Fatal Flaw Eval	37	\$10,270
2.4	Class 4 Cost Estimate	12	\$2,460
2.5	Preliminary Design Deliverables	161	\$29,507
2.6	Prepurchase Support	35	\$6,043
<b>3</b>	<b>Final Design</b>	<b>458</b>	<b>\$89,680</b>
3.1	Site Visit	16	\$5,130
3.2	Final Design Deliverables	442	\$84,550
<b>4</b>	<b>Bid Support</b>	<b>33</b>	<b>\$7,220</b>
<b>Total</b>		<b>832</b>	<b>\$166,540</b>

**6. Terms and Conditions**

Execution of this Task Order by Owner and Consultant shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Consultant is authorized to begin performance upon the Effective Date of this Task Order signed by Owner.

The Effective Date of this Task Order is April 1, 2025.

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

CONSULTANT:  
By: **Smith, Nickolas** \_\_\_\_\_  
Digitally signed by Smith, Nickolas  
 Date: 2025.07.17 09:12:50 -06'00'

Print Name: Jeremy Grimm

Print Name: Nick Smith

Title: Mayor

Title: Senior Principal Project Manager

## AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

### TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of January 24, 2025 (“Effective Date of the Agreement”) between City of Sandpoint, 1123 Lake Street, Sandpoint, Idaho 83864 (“Owner”) and Stantec Consulting Services Inc. 727 E Riverpark Lane, Ste 150, Boise, Idaho 83706 (“Engineer”). Other terms used in this Agreement are defined in Article 7.

From time-to-time, the Owner may request that the Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

#### ARTICLE 1 – SERVICES OF ENGINEER

##### 1.01 *Scope*

- A. Engineer’s services will generally include planning, design, and cost estimating associated with maintenance, repair, and reconstruction of wastewater treatment facilities.
- B. Engineer’s services will be detailed in a duly executed Task Order for each Specific Project. Each Task Order will indicate the specific services to be performed, deliverables to be provided, the time for performance, and basis of compensation. Electronic correspondence and exchange of plans and deliverables is the preferred method of communication.
- C. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- D. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of services, time for performance, compensation, and all other appropriate matters.
- E. The maximum not-to-exceed amount of this Agreement, including all Task Orders combined, is **\$70,000.00**.

##### 1.02 *Task Order Procedure*

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer’s services, each specific Task Order shall either state the scope of services in the Task Order document itself, . Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.

- C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

## ARTICLE 2 – OWNER’S RESPONSIBILITIES

### 2.01 General

- A. Owner shall have the responsibilities set forth in this Agreement and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit A.

## ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

### 3.01 Term

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder until December 31, 2025.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

### 3.02 Times for Rendering Services

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- 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 Specific 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.

## ARTICLE 4 – INVOICES AND PAYMENTS

### 4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit A, and the specific Task Order. Engineer shall submit its invoices to Owner upon completion of each task. Invoices are due and payable within 30 days of receipt.

### 4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  2. Engineer may, after giving seven days' written notice to Owner, suspend services under any Task Order issued 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 of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, 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 A and the specific Task Order.

## 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 *Opinion of Total Project Costs*

- A. The services, if any, of Engineer with respects to Total Project Costs for a Specific Project 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 consulting and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the

subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Subconsultants:* Engineer may retain such subconsultants 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 Subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer and Owner shall comply with applicable Laws and Regulations.
- F. At all times material hereto, the Engineer shall keep and maintain a policy or policies of insurance covering losses resulting from general liability, personal injury and property loss, in amounts no less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate, for any losses sustained as a result of performance of its duties and responsibilities under this Agreement, naming the Owner as an additional insured on each such policy or policies of insurance. The Engineer shall provide the Owner with proof of such insurance for the entire term of this Agreement. The 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, naming the Owner as an additional insured on each such policy or policies. All employees of the 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 Owner for the entire term of this Agreement.
- G. Engineer shall provide evidence of and maintain insurance in accordance with industry standards, state laws, and providing no less than \$1,000,000.00 in professional errors and omissions naming City of Sandpoint as Additional Insured.
- H. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- I. Engineer's services do not include providing legal advice or representation.
- J. 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.

## 6.02 Controlling Law

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

## 6.03 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may 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 other party, 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 assignor 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 or Engineer 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 Engineer and not for the benefit of any other party.
  3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

## 6.04 Indemnification

*Indemnification by Engineer:* Engineer 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, to the extent caused by Engineer 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 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.

## 6.05 Records Retention

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

## 6.06 *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 a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.
- F. *Applicability to Task Orders*: The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement*: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:
  - 1. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.
  - 2. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
  - 3. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes

effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

4. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
5. *Engineer*—The individual or entity named as such in this Agreement.
6. *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.
7. *Owner*—The individual or entity with which Engineer has entered into 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 Specific Projects.
8. *Specific Project*—The total specific 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 a specific Task Order are a part.
9. *Subconsultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, subcontractors, or vendors.
10. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
11. *Work Change Directive*—A written directive to a 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*: 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:

*Exhibit A, Payments to Engineer for Services and Reimbursable Expenses*

### 8.02 Total Agreement

- A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
- B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended,

supplemented, modified, or canceled by a written instrument duly executed by both parties.

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 individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

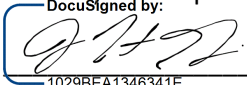
8.04 *Engineer's Certifications*

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 8.05:

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;

"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.

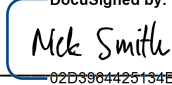
**IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.**

OWNER: City of Sandpoint  
DocuSigned by:  
 By:   
1029BEA1346341E...

Print Name: Jeremy Grimm

Title: Mayor

Date Signed: 1/24/2025

ENGINEER:  
DocuSigned by:  
 By:   
02D3964425134B3...

Print Name: Nick Smith

Title: Principal Project Manager

Date Signed: 1/25/2025

Address for Owner's receipt of notices:

1123 Lake Street  
Sandpoint, Idaho 83864

Address for Engineer's receipt of notices:

727 E Riverpark Ln, Ste 150  
Boise, ID 83706

This is **EXHIBIT A**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [January 24, 2025].

**Payments to Engineer for Services**

The following standard rates are incorporated into the Agreement:

- A. The bases of compensation (compensation methods) shall be identified in each specific Task Order. Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:
  - 1. Lump Sum (plus any expenses expressly eligible for reimbursement)
  - 2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
  - 3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

*C. Standard Hourly Rates*

- 1. Standard Hourly Rates 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.
- 2. The total estimated compensation for the specified category of services shall be stated in the Task Order.
- 3. The rates provided below shall be in effect for the Sandpoint Professional On-call Support Services work.
- 4. Services provided by CONSULTANT personnel in various labor categories will be billed at the following negotiated hourly rates (inclusive of salary, overhead, and fee):

<b>Billing Category</b>	<b>*Billing Rate</b>
Vice President / Specialized Technical Expert <i>Heather Stephens, Mike Van Doorn</i>	\$ 325.00
Senior Principal <i>Nick Smith, Michael Fuss</i>	\$ 280.00
Principal <i>Nate Brown</i>	\$ 255.00
Senior Associate	\$ 240.00
Associate	\$ 215.00
Supervising Professional	\$ 195.00
Professional Engineer <i>Danielle Philbrick</i>	\$ 175.00

Item # 4.

Senior CAD / Modeler <i>Marty Anderson</i>	\$ 160.00
EIT / CAD <i>Andrea Carpenter, Laura Swanberg</i>	\$ 145.00
Senior Administration / Junior Modeler <i>Emily DeVitis, Andrew Eichenlaub</i>	\$ 122.00
Administration / Intern <i>Grayson Anderson, Emma Shores</i>	\$ 95.00

*\*The above unit prices include payroll taxes, insurance costs, fringe benefits, general overhead, and consultant profit. These rates are valid through December 31, 2025.*

5. Travel costs: Expenses will be billed to the City of Sandpoint for travel based outside of 60 miles of the City.
6. Subconsultant markups will be limited to 10% and will be paid on a lump sum basis



## Staff Report

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**To:** City Council  
**From:** Jason Welker, Community Planning and Development Director, and Bill Dean, City Planner  
**Report:** August 26, 2025  
**Hearing:** September 3, 2025  
**Item:** Public Hearing regarding amendment to Sandpoint City Code Title 12, Chapter 1 Development Impact Fee Regulations  
**Applicant:** City Initiated

*Please Note: The draft code amendment is provided on the City's website at: [www.sandpointidaho.gov/currentprojects](http://www.sandpointidaho.gov/currentprojects)*

### 1) Introduction and Background

The proposed ordinance amending Sandpoint City Code Title 12 Chapter 1 stems from the recent adoption of the updated 2025 Capital Improvement Plan and Development Impact Fee study prepared by TischlerBise, a consulting firm. The City's ordinance establishes the method by which developers of land pay impact fees identified in the study. This update to the development impact fee ordinance is necessary because the ordinance currently refers to the previous development impact study completed in 2011.

Included in the proposed amendment are:

1. An update to the date (2025) of the development impact fee study.
2. Separating regulations related to fee credits and reimbursements as those sections of the code were combined.

### 2) Relevant Comprehensive Plan Objectives

The City's 2024 Comprehensive Plan contains objectives and policies that serve to guide any proposed code amendment. Consideration and regulations for the development impact fee ordinance is integral to new development and redevelopment and the Comp Plan provides guidance as follows:

Vision Statement related to Sustainable Development, page 20:

Long-term sustainability of infrastructure and service investments should be ensured and keep pace with growth.

Safety and health with the highest quality public safety and emergency services should be ensured.

Land Use and Growth

Goal 1: Efficient Land Use.

Policy B: Ensure new growth does not disproportionately overburden services or create

excessive long-term maintenance responsibilities for supporting public infrastructure

Multi-Modal Transportation

Goal 1: Provide a Balanced Approach to Mobility

Policy B: Improve and enhance safety and traffic circulation to preserve an acceptable level of service (LOS) at intersections without jeopardizing pedestrian safety.

Goal 2: Walkable and Bikeable Network

Policy A: Invest in and implement a well-defined pedestrian priority network to guide investment in pedestrian facility improvements

Policy C: Invest in and implement a well-defined bicycle priority network to guide investment in bicycle facility improvements.

Policy D: Improve intersections, crossings, and bus stops for pedestrians and bicyclists, installing crosswalks, signs, and curb ramps to bring them up to public rights-of-way accessibility standards.

Goal 7: Plan for Increase in Demands

Policy C: Continue to thoroughly assess off-site traffic impacts of new development to ensure adequate funding of needed infrastructure

Public Facilities, Services and Utilities

Goal 1: Utilities and Infrastructure:

Policy A: Assure city infrastructure has sufficient capacity to meet the community’s long-term needs.

Policy G: Strategically plan for the maintenance, replacement, and expansion of aging utilities and infrastructure

Goal 5: Public Safety

Policy B: Ensure that quality fire protection, rescue, and emergency medical services are provided within Sandpoint

In addition, the Comp Plan Appendix A (Implementation) page 2 refers to two specific implementation efforts related to development impact fees:

- o Chapter 8: Public Facilities, services & utilities Infrastructure Funding Develop a 5-year integrated CIP including a 20 year forecast.
- o Manage limited downtown parking Explore options for paid parking at City Beach and downtown parking lot

**3) Development Impact Fee Study History**

2024	City adopts new Comprehensive Plan which includes specific reference to ensuring adequate infrastructure commensurate with new growth.
June 9, 2025	Development Impact Fee Advisory Committee (DIFAC) review of proposed Development Impact Fees
June 25, 2025	City Council review of the 2025 Capital Improvement Plan and Development Impact Fee Study
July 16, 2025	City Council public hearing on the 2025 Capital Improvement Plan and Development Impact Fee Study. CC action to implement the maximum supportable impact fees

August 20, 2025	City Council adopts City Fees
September 3, 2025	City Council Public Hearing on Proposed Ordinance amending Title 12, Chapter 1 Development Impact Fee Regulations

**4) Effective Date of City Council Action on the Development Impact Fee Ordinance**

The effective date that the new development impact fees would be applicable to new development is October 3, 2025. Sandpoint city code provides the following instructions on when development impact fees are due to the City:

Sandpoint City Code 12-1-3 Collection of Impact Fee:

- A) The new development impact fees shall be paid and collected at the time of issuance of a building permit or a manufactured/mobile home installation permit.
- B) No building permit or other equivalent city approval shall be issued for “development” as herein defined unless the impact fee is paid pursuant to this chapter.

**5) City Council Options**

- 1) Adopt the ordinance and code amendment as drafted
- 2) Discuss alternate code language and direct staff to return with a revised draft

**6) Attachments**

- 1. Redline Version of Proposed Amendments to Sandpoint City Code Title 12 Chapter 1

**NOTICE OF  
PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the Sandpoint City Council will hold a public hearing during its regular meeting on Wednesday, September 3, 2025, at 5:30 p.m. in Council Chambers at City Hall, 1123 Lake Street, Sandpoint, Idaho, to adopt an amendment to Sandpoint City Code Title 12, Development Impact Fee Study, to reflect the results of the City's 2025 Capital Improvement Plan and Development Impact Fee Study adopted by Council at their July 16, 2025 meeting.

The proposed ordinance amending Title 12 is available for public review on the City's website at [www.sandpointidaho.gov/community-planning-development/page/current-projects](http://www.sandpointidaho.gov/community-planning-development/page/current-projects) and at the City Clerk's Office at City Hall during regular business hours.

All interested persons are invited to attend and provide comment. Written testimony must be submitted to the City Clerk at [cityclerk@sandpointidaho.gov](mailto:cityclerk@sandpointidaho.gov) or delivered to City Hall by 5:00 p.m. on August 28, 2025, to be included in the Council's hearing packet. Verbal testimony will be accepted at the hearing.

For additional information, contact the City of Sandpoint Planning and Community Development Department at (208) 263-3370 or [cityplanner@sandpointidaho.gov](mailto:cityplanner@sandpointidaho.gov).  
Legal#7235 AD#40073 Aug. 19, 26, & Sept. 2, 2025

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

AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SANDPOINT CERTAIN SECTIONS OF CITY CODE TITLE 12, CHAPTER 1, DEVELOPMENT IMPACT FEE REGULATIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS: In June of 2025 the City of Sandpoint undertook an update to its development impact fees program that was last comprehensively updated in 2011 with the intent to evaluate and update impact fees for (1) parks and recreation, (2) pathways, (3) roads, (4) police, and (5) fire, and

WHEREAS: The purpose of the study was to demonstrate the City's compliance with Idaho Statutes as authorized by the Idaho Legislature, specifically Idaho Code 67-8202(104)), together with requirements for a Capital Improvement Plan consistent with Idaho Code 67-8208, and

WHEREAS: The Development Impact Fee ordinance in Sandpoint is codified in Title 12 of the city code which requires updating to reference the newly adopted development impact fee study together with other clarifying updates related to fee credits and reimbursements, and

WHEREAS: A public hearing on the code amendments to Sandpoint city code title 12 was held at the regularly scheduled meeting of the Sandpoint City Council on September 3, 2025,

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

**ORDINANCE SECTION 1 – AMENDMENT TO CITY CODE TITLE 12, CHAPTER 1, SECTION 1**

Sandpoint City Code Title 12, Chapter 1, Section 1, Title, Purpose and Definitions, is hereby amended as follows:

12-1-1: Title, Purpose and Definitions:

- A. The provisions of this chapter shall be known as the City of Sandpoint Development Impact Fee Ordinance. The purpose of these regulations is to prescribe the procedure whereby developers of land shall pay an impact fee as set forth in this chapter for the purpose of providing the public facilities and system improvements needed to serve future residents and users of such development. It is further the purpose of this chapter to:
1. Ensure that adequate facilities are available to serve new growth and development;
  2. Promote orderly growth and development by establishing uniform standards by which the city may require that those who benefit from new growth and

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

development pay a proportionate share of the cost of new public facilities needed to serve new growth and development;

- 3. Ensure that those who benefit from new growth and development are required to pay no more than their proportionate share of the cost of public facilities needed to serve new growth and development and to prevent duplicate and ad hoc development requirements;
- 4. Collect and expend development impact fees pursuant to the enabling powers granted by the provision of the Idaho development impact fee act, title 67, chapter 82, Idaho Code;
- ~~5. Provide the legal and procedural basis for the implementation of development impact fees within the area of city impact, as approved by Bonner County; and~~
- 65. Ensure that any capital improvement funded wholly or in part with impact fee revenue shall first be included in an approved capital improvements plan that lists the capital improvements that may be funded with impact fee revenues as well as the estimated costs and timing for each improvement.

B. As used in this chapter, the following words and terms shall have the following meanings, unless another meaning is plainly intended:

**BEDROOM:** A private room in a dwelling that is larger than one hundred (100) square feet gross floor area, including closet space, meets the building code egress requirements of the international building code, is separable from other rooms by a door or door frame that can be used for a standard door, does not have facilities or furnishings for cooking, eating, or laundering and is not solely a bathroom, a living room, a den/family room, a kitchen, a dining room, a laundry room or a utility room for HVAC equipment.

**BUILDING PERMIT:** the permit required for new construction and additions.

**CAPITAL IMPROVEMENTS:** Improvements with a useful life of twenty (20) years or more, by new construction or other action, which increase the service capacity of a public facility, or service improvement.

**CAPITAL IMPROVEMENTS PLAN:** A plan adopted and amended pursuant to the provisions of the Idaho development impact fee act, Idaho Code section 67-8208, which identifies capital improvements for which development impact fees may be used as a funding source. The capital improvements plan is included as part of the "2011 capital improvement plans and development impact fees" study prepared by TischlerBise, dated September 28, 2011, City's 2025 Capital Improvement Plan and Development Impact Fee Study, along with all footnotes, exhibits, appendices, addenda, and other attachments referenced therein, a copy of which is on file with the city clerk's office, and which is hereinafter referred to as "report" for purposes of this chapter.

**CITY:** The City of Sandpoint, a municipal corporation duly organized pursuant to the laws of the State of Idaho.

**DEVELOPMENT:** Any manmade change to improved or unimproved real property, the use of any principal structure or land, or any other activity that requires issuance of a

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

building permit, or manufactured/mobile home permit, which creates additional demand and need for public facilities.

**DEVELOPMENT APPROVAL:** Any written duly authorized document from the city that authorizes the commencement of a development.

**DEVELOPMENT IMPACT FEE:** A payment of money imposed as a condition of development approval to pay for a proportionate share of the cost of system improvements needed to serve the development. The proportionate share, including associated capacity demands, is included in the report. This term is also referred to as an impact fee in this chapter. The term does not include the following:

1. A charge or fee to pay the administrative, plan review or inspection cost associated with permits required for development;
2. Connection or hookup charges;
3. Availability charges for drainage, sewer, water, or transportation charges for services provided directly to the development; or
4. Amounts collected from a developer in a transaction in which the city has incurred expenses in constructing capital improvements for the development if the owner or developer has agreed to be financially responsible for the construction or installation of the capital improvements, unless a written agreement is made pursuant to section 67-8209(4), Idaho Code, for credit or reimbursement.

**DEVELOPMENT REQUIREMENT:** A requirement attached to a developmental approval or other governmental action approving or authorizing a particular development project including, but not limited to, a rezoning, subdivision, or a development permit, which requirement compels the payment, dedication or contribution of goods, services, land, or money as a condition of approval.

**EXTRAORDINARY COSTS:** Those costs incurred as a result of an extraordinary impact.

**EXTRAORDINARY IMPACT:** An impact which is reasonably determined by the city to:

1. Result in the need for system improvements, the cost of which will significantly exceed the sum of the development impact fees to be generated from the project or the sum agreed to be paid pursuant to a development agreement as allowed by section 67-8214(2), Idaho Code;
2. Result in the need for system improvements which are not identified in the capital improvements plan;
3. Have an impact which results in a lower than acceptable level of service.

**FEE PAYER:** That person who pays or is required to pay a development impact fee.

**GROSS FLOOR AREA:** the sum of the areas of the several floors of the building or structure, including areas used for human occupancy or required for the conduct of the business or use, as measured from the exterior faces of the walls. It does not include cellars, unenclosed porches, or attics when not used for human occupancy, nor any floor

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

space in an accessory building, carport, or the main building intended or designed for the parking of motor vehicles in order to meet any city parking requirement nor nonresidential facilities; arcades, porticoes, and similar open areas which are located at or near street level, which are accessible to the general public, and which are not designed or used as sales, display, storage, service, or production areas.

**IMPACT FEE:** See definition of Development Impact Fee.

**LAND USE ASSUMPTIONS:** A description of the service area and projections of land uses, densities, intensities, and population in the service area over at least a twenty (20) year period.

**LEVEL OF SERVICE:** A measure of the relationship between service capacity and service demand for public facilities.

**MANUFACTURED HOME:** A structure, constructed according to HUD/FHA manufactured home construction and safety standards, transportable in one or more sections, which:

1. In the traveling mode, is eight feet (8') or more in width or is forty (40) body feet or more in length, or
2. When erected on site, is three hundred twenty (320) or more square feet; and
3. Is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities; and
4. Includes the plumbing, heating, air conditioning, and electrical systems contained therein;
5. Except that such term shall include any structure which meets all the requirements of this definition except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the secretary of housing and urban development and complies with the standards established under 42 USC 5401 et seq.

**MOBILE HOME:** A structure similar to a manufactured home, but built to a mobile home code prior to June 15, 1976, the date of enactment of the federal manufactured housing and safety standards act (HUD code.)

**MODULAR BUILDING:** Any building or building component, other than a manufactured/mobile home, which is constructed according to standards contained in the applicable building code, as adopted or any amendments thereto, which is of closed construction and is either entirely or substantially prefabricated or assembled at a place other than the building site.

**PRESENT VALUE:** the total current monetary value of past, present, or future payments, contributions or dedications of goods, services, materials, construction, or money.

**PROJECT:** A particular development on an identified parcel of land.

**PROJECT IMPROVEMENTS:** In contrast to system improvements, project improvements are site improvements and facilities that are planned and designed to provide service for

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

a particular development project and that are necessary for the use and the convenience of the occupants or users of the project.

**PROPORTIONATE SHARE:** That portion of the cost of system improvements determined pursuant to the formula for assessment of impact fees set forth in the report and in the fee resolution adopted by the city council to implement its provisions. The proportionate share of the costs attributable to new development are based upon the plans and formulas made applicable through the report in a manner consistent with requirements of chapter 82, title 67, Idaho Code.

**PUBLIC FACILITIES:** Those types of improvements described in Idaho Code section 50-1703, including, but not limited to, the following:

1. Parks, open space and recreation areas, and related capital improvements; and
2. Public safety facilities.

**RECREATIONAL VEHICLE:** A vehicular type unit primarily designed as temporary quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle.

**SERVICE UNIT:** A standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards for a particular public facility category (i.e., parks, police) of capital improvements.

**SYSTEM IMPROVEMENTS:** In contrast to project improvements, means capital improvements to public facilities which are designed to provide service to a service area including, and without limitation, the type of improvements described in section 50-1703, Idaho Code.

**SYSTEM IMPROVEMENTS COSTS:** Costs incurred for construction or reconstruction of system improvements, including design, acquisition, engineering and other costs attributable thereto, and also including, without limitation, the type of costs described in section 50-1702(h), Idaho Code, to provide additional public facilities needed to service new growth and development. For clarification, system improvement costs do not include:

1. Construction, acquisition or expansion of public facilities other than capital improvements identified in the capital improvements plan;
2. Repair, operation or maintenance of existing or new capital improvements;
3. Upgrading, updating, expanding or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;
4. Administrative and operating costs of the city unless such costs are attributable to development of the capital improvements plan, as provided in section 67-8208, Idaho Code; or
5. Principal payments and interest or other finance charges on bonds or other indebtedness except financial obligations issued by or on behalf of the city to finance capital improvements identified in the capital improvements plan.

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

UNIT(S) OF DEVELOPMENT: A quantifiable increment of development activity measured in terms of dwelling units, or other appropriate measurements contained in the impact fee schedule incorporated in the City's 2025 Capital Improvement Plan and Development Impact Fee Study report.

**ORDINANCE SECTION 2 – AMENDMENT TO CITY CODE TITLE 12, CHAPTER 1, SECTION 9, CREDITS AND REIMBURSEMENT**

Sandpoint City Code Title 12, Chapter 1, Section 9, Credits and Reimbursement, is hereby amended as follows:

12-1-9: Credits and Reimbursement:

- A. In the calculation of development impact fees for a particular project, credit or reimbursement shall be given for the present value of any construction of system improvements or contribution or dedication of land or money required by the city from a developer for system improvements of the public facility category (i.e., parks, police, fire, circulation) for which the development impact fee is being collected. Credit or reimbursement shall not be given for project improvements.
- B. If a developer is required to construct, fund or contribute system improvements in excess of the development project's proportionate share of system improvement costs, the developer shall receive a credit on future impact fees or be reimbursed at the developer's choice for such excess construction, funding or contribution from development impact fees paid by future development which impacts the system improvements constructed, funded or contributed by the developer(s) or fee payer. If a credit for the payment of future impact fees is requested, the credit shall be given only for the public facility category that received system improvements in excess of the development's proportionate share.
- C. If credit is due to the developer pursuant to this section the credit shall be assessed prior to the payment of the fee.
- ~~D.~~ If credit or reimbursement is due to the developer pursuant to this section, the city shall enter into a written agreement, with the fee payer, negotiated in good faith, prior to the construction, funding, or contribution. The agreement shall provide for the ~~amount of credit or the amount, time and form of reimbursement.~~
- ~~D.~~ No credits shall be given for the construction of local on site facilities, structures, improvements, or other project improvements required by zoning, subdivision, or other city regulations unless the improvement is identified in the ~~report~~ City's 2025 Capital Improvement Plan and Development Impact Fee Study as a system improvement.
- ~~E.~~ Any person requesting such credit or reimbursement shall submit their request in writing on a form provided by the city and present documentation of costs or payments for facilities to the city clerk or his or her duly designated agent prior to issuance of a building permit or manufactured/mobile home installation permit. The determination shall be made no more than forty-five (45) days after complete

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

documentation is submitted to the city clerk or his or her duly designated agent. Any appeal from such a determination by the city clerk, or his or her duly designated agent, shall be pursuant to section 12-1-11 of this chapter.

**ORDINANCE SECTION 3 – AMENDMENT TO CITY CODE TITLE 12, CHAPTER 1, SECTION 13**

Sandpoint City Code Title 12, Chapter 1, Section 13, Adoption of the Report; Capital Improvement Plan, is hereby amended as follows:

12-1-13: Adoption of the Report; Capital Improvement Plan:

The report, titled "~~2011 Capital Improvement Plans and Development Impact Fees~~" Capital Improvement Plan and Development Impact Fee Study prepared by TischlerBise, dated September 28, 2011 ~~June 2025~~, along with all footnotes, exhibits, appendices, addenda, and other attachments referenced therein, all of which are, by this reference, incorporated herein as if set forth fully, is hereby adopted as the technical foundation upon which Sandpoint development impact fees are to be based. A description of acceptable levels of service for system improvements is described in the report.

**ORDINANCE SECTION 4 – 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 5 – 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 \_\_\_\_\_, 2025.

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

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

SUMMARY OF ORDINANCE NO. \_\_\_\_\_  
Development Impact Fee Regulations

AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SANDPOINT CERTAIN SECTIONS OF CITY CODE TITLE 12, CHAPTER 1, DEVELOPMENT IMPACT FEE REGULATIONS; 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 City Code 12-1-1, Title, Purpose and Definitions, to remove reference to the City's area of impact, update the definition of Capital Improvements Plan in order to reference the 2025 Plan, amend the definition of Development Requirement to add reference to subdivision or a development permit, and amend the definition of Unit(s) of Development to specifically reference the City's 2025 Capital Improvement Plan and Development Impact Fee Study.

Ordinance Section 2 amends City Code 12-1-9, Credits and Reimbursement, to distinguish between the protocol for a credit and reimbursement.

Ordinance Section 3 amends City Code 12-1-13, Adoption of Report, Capital Improvement Plan, to update reference to the Plan, reflecting the Capital Improvement Plan and Development Impact Fee Study dated June 2025.

Ordinance Section 4 provides for repeal and severability.

Ordinance Section 5 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 June 18, 2025. The full text of the Ordinance is on file with the Sandpoint City Clerk and will be promptly provided during regular hours to any citizen on personal request.

*Published once in the Legals section of the Bonner County Daily Bee on June 25, 2025.*

## 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 September 3, 2025, providing for amendments to City Code Title 12, Chapter 1, pertaining to Development Impact Fee Regulations, and find it to be a true and complete summary of said ordinance, providing adequate notice to the public of the contents thereof.



---

Zachary Jones  
City of Sandpoint Legal Advisor



## AGENDA REPORT

### City Council Meeting

**TODAY'S DATE:** August 21, 2025

**MEETING DATE:** September 03, 2025

**TO:** City Council

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

**SUBJECT:** Bonner County Historical Society Discussion – *non action item*

#### DESCRIPTION/BACKGROUND:

Bonner County Historical Society entered into a Lease effective June 18, 1979 to Lease the property that serves as the Bonner County Museum. The term of the lease was for a term of forty (40) years and the Lessee has the option to renew the lease for a like period on each successive termination. The rent was for \$1.00 per year. The initial leased expired on June 17, 2019 and subsequently after working with previous City Administration, an Amendment No. 2 to the lease was executed, with the terms of the lease being modified under the Amendment No. 2 to terminate on September 30, 2025. Bonner County Historical Society would like to discuss the terms of the draft lease that was presented to them, which offered a thirty-year term and reads as follows:

The term of this Lease shall commence on the Date of this Lease (the "Effective Date") and shall terminate December 31, 2055 ("Initial Term"). Lessee may request to extend this Lease for an additional (30) thirty-year term beginning January 01, 2056 by submitting a written request, received by Lessor at least 60 days prior to the termination of the Initial Term. Any extension must be agreed upon by both parties through an amendment to this Agreement, executed by both Parties. Nothing in this Lease shall be construed as granting Lessee any right to extend the Initial Term without Lessor's express written consent.

#### STAFF RECOMMENDATION:

Non Action Item

#### ACTION:

Non Action Item

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

#### ATTACHMENTS:

- 109-007 Bonner County Historical Society Lease Agreement – 1979
- 109-007 Bonner County Historical Society Lease – Amendment No. 2
- A25-1970-8 DRAFT – Bonner County Historical Society Museum Lease

**SECOND AMENDMENT TO LEASE BETWEEN THE CITY OF SANDPOINT AND BONNER COUNTY HISTORICAL SOCIETY**

Second Amendment to Lease Agreement dated September 27, 2023 between the City of Sandpoint (CITY), a municipal corporation of the State of Idaho and Bonner County Historical Society (TENANT), a non-profit corporation of the State of Idaho regarding the leased premises, as detailed further below, owned by the CITY to the Bonner County Historical Society.

**WHEREAS** the CITY and TENANT wish to enter into an extended Lease Agreement, originally entered into on June 18, 1979 and terminating on June 17, 2019;

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

Per Instrument No. 522945 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° 58' 36" East, 1,322.7 feet to the intersection of the centerlines of Ella Ave and Ontario Street, Thence S. 00° 13'34" E, 307.21 feet to the true point of beginning and the east right of way line of Ella Ave.

Thence S. 89° 55'49" E., 296.66 feet, (N. 87° 08' 10" E, 297.50 feet, Record)

Thence S. 00° 04'11" E., 206.06 feet, (S. 02° 51'50" W, 206.06 feet, Record)

**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:

**I. TERM**

Term of the Lease shall be extended through September 30, 2025.

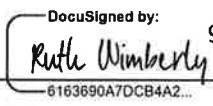
All other terms and conditions within the original Lease Agreement and subsequent executed amendments shall remain in full force and effect.

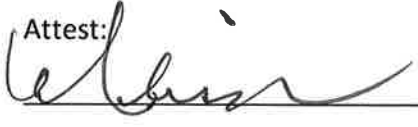
**IN WITNESS WHEREOF**, the parties hereto have executed this Lease Agreement as of the date indicated below.

CITY OF SANDPOINT

BONNER COUNTY HISTORICAL SOCIETY

By:  10/19/23  
Shelby Rognstad  
MAYOR DATE

By:  9/18/2023  
Ruth Wimberly  
BCHS Board President DATE

Attest:   
Melissa Ward, City Clerk

DATE: 10/19/2023

RESOLUTION  
OF THE CITY COUNCIL  
CITY OF SANDPOINT

NO.: 32 - Item # 7.  
DATE: June 10, 1979

52

223672 Original  
in Lease File

LEASE

This Lease made and entered into this 18th day of June, 1979, by and between the City of Sandpoint, Idaho, a political subdivision of the State of Idaho, Lessor, and the Bonner County Historical Society, a non-profit organization, Lessee.

WITNESSETH: That for and in consideration of the hereinafter set forth covenants made and to be performed, the Lessor does hereby lease, let, and demise unto the Lessee the following property situated in Bonner County, State of Idaho, to wit:

Beginning at a point which is the intersection of the centerlines of Ontario Street and South Ella Avenue; thence South 2° 51' 50" West, 307.21 feet to the true point of beginning; thence South 87° 8' 10" East, 297.50 feet; thence South 2° 51' 50" West, 206.06 feet; thence North 87° 8' 10" West, 297.50 feet; thence North 2° 51' 50" East, 206.06 feet to the true point of beginning.

I

Rental for said property shall be the sum of One Dollar (\$1.00) per year, payable in advance of the beginning of each year hereof. The term of the Lease shall be forty (40) years. Lessee shall have the option to renew this Lease for a like period on each successive termination.

II

Lessee shall construct a museum building upon said property according to the plans and specifications which the Lessor has previously approved.

III

Lessee shall keep the building insured and shall keep the building and grounds in a good state of repair and maintenance.

IV

Lessee shall be solely responsible for improvements to be placed upon the property, and at the expiration of the term of this Lease, the building

LEASE - 1

Return to City of Sandpoint  
City Hall  
Sandpoint, Idaho

905 Ontario

June 1980 2-06 P  
Baker  
67 June 18  
52

916

and improvements shall revert to the Lessor.

V

That Lessee shall not use the premises for any purposes in violation of any Federal, State or Municipal law.

VI

Nothing contained in this Lease shall be construed to authorize Lessee to do any act or make any contract so as to encumber in any manner the title of the Lessor to the premises hereby demised without the prior written consent of the Lessor or to create any claim or lien on or against the interest of the Lessor in any building construction of which is authorized under this Lease without the prior written consent of the Lessor. It is specifically and expressly agreed that all the expenses of erecting, equipping, repairing, improving and altering of such building by Lessee shall be promptly paid by Lessee, as required by the terms of any contract therefor.

VII

If Lessee shall assign or attempt to assign its interest in the whole or any part of the demised premises, the Lease shall thereupon terminate.

VIII

Lessee, at its own expense shall maintain the demised premises and appurtenances thereto in good repair, allowing for ordinary wear and tear.

IX

Lessee shall pay or discharge, when due, as part of the rental of the demised premises, any taxes of whatever name, nature and kind.

X

The Lessor shall provide sewer and water hookups. Lessee shall be responsible for all utilities service.

XI

All improvements to the above-described property, including, but not

limited to, landscaping and parking facilities, shall be subject to prior written approval by the Lessor. Nothing contained herein shall be construed to permit any expansion of the approved facilities without the prior written consent of the Lessor.

## XII

The following parcel of real property is further leased to the Lessee by the Lessor subject and under the same conditions as previously set forth above in addition thereto said property described below is leased to the Lessee subject to the limitation that said area shall be used as an exhibit area and no permanent structures or improvements shall be made on said property. Furthermore, it is expressly understood and agreed between the Lessor and the Lessee that excluded from the property described below hereby leased is the structure and building commonly referred to as the Lions Club building located thereon and said building is excluded from use by the Lessee until such time as the building is removed and the land is no longer used by the Lions Club of Sandpoint, Idaho. Said property is described as follows, to wit:

Beginning at a point which is the intersection of the centerlines of Ontario Street and South Ella Avenue; thence South  $2^{\circ}51' 50''$  West, 210.52 feet; thence South  $87^{\circ} 8' 10''$  East, approximately 15 feet to the East right-of-way line of South Ella Avenue, the true point of beginning; thence continuing South  $87^{\circ} 8' 10''$  East, 282.50 feet; thence South  $2^{\circ} 51' 50''$  West, 96.69 feet; thence North  $87^{\circ} 8' 10''$  West, approximately 296.50 feet to the East right-of-way line approximately 98 feet to the true point of beginning.

## XIII

It is expressly agreed and understood between the parties hereto, the Lessor and the Lessee, that the following described parcel of property shall remain open space and no structures or improvements shall be located thereon. Said property is not leased hereby to the Lessee by the Lessor, but as a term and condition of the Lease set forth above, the parties agree as herein-

above set forth in this paragraph. Said property is described as follows,  
to wit:

Beginning at a point which is the intersection of the centerlines of Ontario Street and South Ella Avenue; thence South 2° 51' 50" West, 30.0 feet, thence South 87° 8' 10" East, 30 feet to the East right-of-way line of South Ella Avenue, the true point of beginning; thence continuing South 87° 8' 10" East, 267.50 feet, thence South 2° 51' 50" West, 180.52 feet, thence North 87° 8' 10" West, approximately 282.50 feet to the East right-of-way line of South Ella Avenue; thence Northerly along said right-of-way line approximately 212 feet to the true point of beginning.

XIV

The Lessee shall not engage in any activity nor adopt any policies interfering or inconsistent with the use of the surrounding park area.

The demised premises shall immediately revert to the Lessor upon the breach, by the Lessee, of any of the provisions herein.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Instrument on the date first above written.

LESSOR: CITY OF SANDPOINT, IDAHO

BY: Cecil E. Holt  
CECIL E. HOLT  
Mayor

ATTEST: Richard T. Brower  
RICHARD BROWER  
City Administrator/Clerk

LESSEE: BONNER COUNTY HISTORICAL SOCIETY

BY: Serry New  
President

ATTEST: Virginia A. Carlund  
Secretary

STATE OF IDAHO     )  
                              ) ss.  
County of Bonner    )

On this 27th day of June, 1979, before me, the undersigned Notary Public for said State, personally appeared Cecil E. Holt and Richard Brower,

known to be the Mayor and City Administrator/Clerk respectively at the City of Sandpoint, Idaho, and the persons whose names are subscribed to the above and foregoing Instrument, and acknowledged to me that they executed said Instrument in such capacity for and upon behalf of the said City of Sandpoint. (3) IN WITNESS, I have hereunto set my hand and seal the date last written above.

- (4) Inurflow
  - (5) Deshon - Second
  - (6) Harper
- Mayor Holt

*Josephine M. Hansen*  
 NOTARY PUBLIC - STATE OF IDAHO  
 Residing at: Sandpoint, Idaho  
 Comm. Exp.: 11-82

STATE OF IDAHO )  
 ) ss.  
 County of Bonner )

On this 27th day of June, 1979, before me, the undersigned Notary Public for said State, personally appeared Gerry Neu and Virginia H. Overland, known to me to be the President and Secretary respectively of the Bonner County Historical Society, and the persons whose names are subscribed to the above and foregoing Instrument and acknowledged to me that they executed the same in such capacity for and upon behalf of said Bonner County Historical Society.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date last above written.

*Josephine M. Hansen*  
 NOTARY PUBLIC - STATE OF IDAHO  
 Residing at: Sandpoint, Idaho  
 Comm. Exp.: 11-82

## REAL PROPERTY LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), effective January 01, 2025 (the "Date of this Lease"), by and between the CITY OF SANDPOINT, a public body, corporate and politic (the "Lessor") and the BONNER COUNTY HISTORICAL SOCIETY, an Idaho not for profit organization (the "Lessee").

WHEREAS, the Lessor owns that real property (the "Premises"), which is illustrated and designated on the "Premises Map" attached to this Lease as Attachment No. 1 and incorporated herein by reference, and is more particularly described in the "Legal Description of the Premises", attached to this Lease as Attachment No. 2 and incorporated herein by reference; and

WHEREAS, pursuant and subject to the terms and conditions set forth herein, the Lessee shall lease the premises from the Lessor and the Lessor shall lease the Premises to the Lessee in order to accommodate the Lessee's continued use of the Premises.

NOW, THEREFORE, in consideration of the foregoing and of the mutual conditions, promises and covenants hereinafter contained, the parties hereto hereby agree as follows:

1. LEASE OF PREMISES

Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor the Premises in an "as-is" condition, in accordance with the following terms and conditions.

2. USE OF PREMISES

During the term hereof, the Premises shall be used by Lessee solely for the purpose(s) described on Attachment No. 3 to this Lease and incorporated herein by reference.

3. TERM OF LEASE

The term of this Lease shall commence on the Date of this Lease (the "Effective Date") and shall terminate December 31, 2055 ("Initial Term"). Lessee may request to extend this Lease for an additional (30) thirty-year term beginning January 01, 2056 by submitting a written request, received by Lessor at least 60 days prior to the termination of the Initial Term. Any extension must be agreed upon by both parties through an amendment to this Agreement, executed by both Parties. Nothing in this Lease shall be construed as granting Lessee any right to extend the Initial Term without Lessor's express written consent.

4. HOLDING OVER

In the event Lessee holds over beyond the end of the term with express written consent of Lessor, such holding over shall be at the annual rent established in Paragraph 5 of this Lease and subject to all other terms and conditions of the Lease. Lessee may not hold over without the express consent of Lessor. Any holding over without Lessor's express written consent shall not constitute a tenancy-at-will or renewal of this Lease, but instead shall be deemed a tenancy at sufferance subject to all terms and conditions of this Lease.

5. RENT

The Lessee agrees to and shall pay the Lessor annual rent in the amount of One Dollar (\$1.00) (the "Rent") during the Initial Term. The Rent shall be payable 30 days from date of Invoice by Lessor. In the event the Lessee extends the Initial Term as set forth in Section 3, the amount of rent to be paid by the Lessee to the Lessor during such extension period shall be negotiated and agreed to in writing prior to the commencement of such extension period and included in the amendment to this Agreement.

6. TENANT IMPROVEMENTS

Lessee shall be solely responsible for all tenant improvements required to utilize the Premises as permitted and contemplated by this Lease. Any improvements made by Lessee during this Lease shall become the property of Lessor upon the expiration or termination of this Lease. Lessee waives any right to remove or receive payment for such improvements. This provision excludes Lessee's trade fixtures, furniture, and personal property not permanently affixed to the Premises, which Lessee shall remove prior to lease end, repairing any resulting damage. Any personal property not removed shall, at Lessor's option, become Lessor's property or be disposed of at Lessee's expense.

7. REPAIR AND MAINTENANCE

During the term of this Lease, including both the Initial Term and any extension thereof, the Lessee shall be responsible for all repairs and all maintenance of the Premises.

Lessor shall provide maintenance and repairs to the parking lot area, including snow removal.

8. UTILITIES AND SERVICES

The Lessor shall provide sewer and water connections and the Lessee shall be solely responsible for payment of all utilities and services furnished to, or used by the Lessee at the Premises, including without limitations, gas, electricity, water, sewer, telephone, cable, janitorial service, waste refuse and all pertinent taxes, levies, connection charges, fees, and surcharges, if applicable.

9. ALTERATIONS AND REPAIRS

The Lessee acknowledges that it accepts the Premises in an "as-is" condition and agrees to make no demands upon the Lessor for any alterations or improvements, unless agreed to by the Lessor. The Lessee shall have the right to make alterations or improvements only upon receipt of written approval thereof from the Lessor, which will not be unreasonably denied.

10. TAXES

The Lessee shall pay prior, to delinquency, all taxes and assessments which may be levied upon or assessed against the Premises and all taxes and assessments of every kind and nature whatsoever arising in any way from the use, occupancy or possession of the Premises or assessed against the improvements situated thereon, together with all taxes levied upon or assessed against Lessee's

Property. To that end, the Lessor shall not be required to pay any taxes or assessments whatsoever which relate to or may be assessed against this Lease, the Premises, improvements and Lessee's Property. The Lessee may, at its option, contest in good faith and by appropriate and timely legal proceedings any such tax and assessment; provided, however, that the Lessee shall indemnify and hold harmless the Lessor from any loss or damage resulting from any such contest, and all expenses of same (including, without limitation, all attorneys' fees, court and other costs) are paid solely by the Lessee.

11. INDEMNIFICATION

The Lessee agrees to indemnify and hold harmless the Lessor, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Lessee's operations, or its services hereunder, including any workers' compensation suits, liability, or expense, arising from or connected with services performed on behalf of the Lessee by any person pursuant to this Lease.

12. INSURANCE

The Lessee shall keep and maintain proof of general liability insurance with a company authorized to do business within the State of Idaho, insuring the public against any loss or damage which may result to any person or persons, or any damage to property, arising from their use, operation or occupancy of the Premises. A Certificate of Insurance shall be provided to the Lessor and the Lessor shall be named as Additional Insured. Such policy of insurance shall, at all times be kept in full force and effect during the term of this Lease. The insurance policy shall provide liability insurance of not less than One Million Dollars (\$1,000,000), per occurrence and \$2,000,000 in the aggregate. The Lessee specifically acknowledges that the Lessor does not maintain and shall not maintain any fire, casualty, hazard, or liability insurance whatsoever to protect the property of the Lessee.

The Lessee shall further provide to Lessor proof of workers' compensation coverage as applicable, in amounts required by state statute and shall be kept in full force and effect during the term of this Lease.

13. FAILURE TO PROCURE INSURANCE

Failure on the part of the Lessee to procure or maintain required insurance shall constitute a material breach of this Lease upon which the Lessor may immediately terminate this Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the Lessor shall be repaid by the Lessee to the Lessor upon demand, or the Lessor may offset the cost of the premiums against any monies due to the Lessee from the Lessor.

14. DEFAULT

The Lessee agrees that if a default is made in any of the covenants and agreements herein contained to be kept by the Lessee, the Lessor may forthwith revoke and terminate this Lease.

15. ASSIGNMENT

This Lease is personal to the Lessee, and in the event the Lessee shall attempt to assign or transfer the same in whole or part, all rights hereunder shall immediately cease and come to an end.

16. OPERATIONAL RESPONSIBILITIES

During the term of this Lease, including both the Initial Term and any extension thereof, the Lessee shall:

- (a) Use the Premises for the purpose of operating a museum;
- (b) Comply with the terms and conditions set forth in this Lease;
- (c) Comply with and abide by all applicable rules and regulations required by the Lessor;
- (d) Comply with all applicable local, state and federal ordinances, laws and regulations and, in the course thereof, obtain and keep in effect all permits and licenses required to conduct the authorized activities on the Premises;
- (e) Maintain the Premises in a clean and sanitary condition;
- (f) Assume the risk of loss, damage or destruction due to theft, fire and casualty of any and all fixtures and personal property belonging to the Lessee that are installed or placed upon or within the Premises;
- (g) Repair any and all damage to the Premises caused by or arising out of the Lessee's use of the Premises;
- (h) Permit the Lessor and/or its authorized representatives to enter the Premises at any time during business hours for the purpose of determining whether the Lessee is in compliance with the terms and conditions of this Lease;

17. NOTICES

Notices desired or required to be given by this Lease or by any law now or hereafter in effect may be given by personal service or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same shall be addressed to Lessee as follows:

City of Sandpoint  
City Clerk  
1123 Lake Street  
Sandpoint, Idaho 83864

or such other place as may hereinafter be designated in writing by the Lessee and the notices and envelopes containing the same to Lessor shall be addressed to:

Bonner County Historical Society

611 S. Ella Street  
Sandpoint, Idaho 83864  
Attn: Executive Director

18. WARRANT OF AUTHORITY

Each of the undersigned signatories for the Lessee hereby personally covenant, warrant and guarantee that each of them, jointly and severally, have the power and authority to execute this Lease upon the terms and conditions stated herein and each agrees to indemnify and hold harmless the Lessor from all damages, costs, and expenses, which result from a breach of this material representation.

19. TERMINATION OF LEASE

Lessee may terminate this Agreement with (90) days written notice to Lessor. Rent paid will not be prorated and Lessee will receive no refund of rent paid under Section 5.

Lessor may terminate this Agreement if Lessee is in breach of any portion of this Agreement. Lessee will be provided written notice of any breach or default and Lessee shall have 30 days to rectify said breach or default. If Lessee does not rectify the breach within the 30 days, Lessor may terminate and Lessee shall have 30 days to vacate Premises.

In the event of termination by Lessor due to Lessee's default, all improvements made by Lessee shall immediately become the property of Lessor without compensation to Lessee, consistent with Section 6 of this Lease.

Termination of this Lease for any reason whatsoever shall not release either party from liability or obligation hereunder resulting from an event which may have occurred before such termination, or thereafter in case by the terms of this Lease it is provided that certain things shall or may have to be done after such termination (including, but not limited to, removal of fixtures and equipment placed on the Premises by the Lessee).

20. DISPUTE RESOLUTION

Prior to initiating any lawsuit or legal proceeding arising from or relating to this Lease, the parties agree to participate in good faith in at least one (1) mediation session conducted by a mutually agreed upon mediator. The parties shall share equally in the cost of mediation. This requirement shall not apply where immediate injunctive relief is necessary to prevent irreparable harm. This provision shall survive the termination of this Lease.

21. OPPORTUNITY FOR REVIEW AND CONSTRUCTION

The parties acknowledge that they have each had the opportunity to have this Lease reviewed by independent legal counsel of their choosing prior to execution. This Lease is the product of negotiation between the parties, and shall not be interpreted more strictly against one party than against the other merely because it may have been prepared by one of the parties or their counsel. Both Lessor and Lessee hereby waive the application of any rule of law that would otherwise interpret this Lease against the party who drafted it.

22. SEVERABILITY

If any term, provision, covenant, or condition of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. The parties agree that each term and provision of this Lease is material and that they have been negotiated in good faith. In the event any portion of this Lease is found to be unenforceable, the parties agree to negotiate in good faith to reach an agreement as close as possible to the invalidated provision.

23. INCORPORATION OF RECITALS AND ATTACHMENTS

The recitals set forth at the beginning of this Lease and all attachments referenced herein (Attachments No. 1, 2, and 3) are hereby incorporated into and made an integral part of this Lease by this reference, and the parties hereby acknowledge the accuracy thereof. The parties agree that such recitals and attachments shall be binding upon the parties with the same force and effect as the other provisions of this Lease. In the event of any inconsistency between the terms in the main body of this Lease and the attachments, the terms of the main body of this Lease shall control.

24. LIENS

The Lessee shall have no power to do any act or make any contract which may be created or be the foundation for any lien, mortgage or other encumbrance upon the Premises or in the buildings or improvements thereon; it being agreed that should the Lessee cause any alterations, rebuilding, replacements, changes, additions, improvements, or repairs to be made to the Premises, or labor performed or material furnished therein, thereon or thereto, neither the Lessor nor the Premises under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished, but all such alterations, rebuilding, replacements, changes, additions, improvements, and repairs, and labor and material, shall be made, furnished and performed at the Lessee's expense, and the Lessee shall be solely and wholly responsible to the contractors, laborers and material men furnishing and performing such labor and material.

If, because of any act or omission (or alleged act or omission) of the Lessee, any mechanic's or other lien, charge or order for the payment of money shall be filed against the demised Premises or any buildings or improvements thereon, or against the Lessor (whether or not such lien, charge or order is valid or enforceable as such), the Lessee shall, at its own cost and expense, cause the same to be cancelled and discharged of record or bonded within ten (10) days after notice to the Lessee of the filing thereof, and the Lessee shall indemnify and save harmless the Lessor against and from all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims and demands, including reasonable counsel fees, resulting therefrom.

25. LESSEE ADMINISTRATION OF LEASE

The Lessor and/or his or her authorized designee shall have the authority to administer the Lessor's responsibilities under this Lease in accordance with its terms.

*[Signatures on Following Page]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease, or caused it to be duly executed, as of the day, month and year first above written.

**LESSOR:**

CITY OF SANDPOINT, a public body, corporate and politic

By: \_\_\_\_\_  
Jeremy Grimm, Mayor

**ATTEST:**

\_\_\_\_\_  
Melissa Ward, City Clerk

STATE OF IDAHO                    )  
COUNTY OF BONNER    )        ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me the undersigned Notary Public, personally appeared Jeremy Grimm, known or identified to me to be the Mayor of Sandpoint, Idaho, the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same on behalf of the City of Sandpoint, Idaho.  
IN WITNESS WHEREOF I have hereunto set my hand and seal the day and year first Written in this certificate.

\_\_\_\_\_  
Notary Public – State of Idaho  
Residing at \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**LESSEE:**

BONNER COUNTY HISTORICAL SOCIETY, an Idaho not for profit organization

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

STATE OF IDAHO        )  
                              : ss.  
County of Bonner        )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me the undersigned Notary Public, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of the Bonner County Historical Society, the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same on behalf of the Bonner County Historical Society.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Attachment No. 1  
Premises Map



**Attachment No. 2**  
**Legal Description**

Per Instrument No. 522945 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° 58' 36" East, 1,322.7 feet to the intersection of the centerlines of Ella Avenue and Ontario Street, Thence S. 00° 13' 34" E, 307.21 feet to the true point of beginning and the east right of way line of Ella Ave.

Thence S. 89° 55' 49" E., 296.66 feet, (N. 87° 08' 10" E, 297.50 feet, Record)

Thence S. 00° 04' 11" E., 206.06 feet, (S. 02° 51' 50" W, 206.06 feet, Record)

Thence S. 89° 55' 49" W., 297.50 feet, (N 87° 08' 10" W, 297.50 feet, Record) to the East Right of Way line of Ella Ave.

Thence Northeasterly along the East Right of Way line to the True Point of Beginning. 1.41 Acres more or less.

**Attachment No. 3**  
**Use of Premises**

The Lessee shall use the Premises to meet its operational objective of utilizing Premises as an exhibit area and no permanent structures or improvements shall be made on said property. Furthermore, it is expressly understood and agreed between the Lessor and the Lessee that excluded from the leased property described below is the children's play area and building commonly referred to as the Lion's Club building located thereon; and said building and play area is excluded from use by the Lessee. The property described below (commonly known as the "exhibition area") is jointly leased to the Lion's Club. The Lion's Club and the Bonner County Historical Society should communicate to prevent any conflicts of the exhibition area. If there are any unresolved conflict/s in scheduling for the exhibition area, the Bonner County Historical Society shall have priority. The legal description of the jointly leased premises is:

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 eh Northwest quarter corner of Section 27, Thence N.89° 58' 36" East, 1,322.7 feet to the intersection of the centerlines of Ella Avenue and Ontario Street, Thence S. 00° 13' 34" E, 210.52 feet (S.00° 51' 50" W 210.52 feet, 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 Avenue.

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 Avenue

Thence Northeasterly along the East Right of Way to the True Point of Beginning. .64 Acres more or less



## AGENDA REPORT

### City Council Meeting

**TODAY'S DATE:** August 25, 2025

**MEETING DATE:** September 3, 2025

**TO:** Mayor and City Council

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

**SUBJECT:** Huber Technology Inc., Q-Press - Sole Source Procurement Declaration

#### DESCRIPTION/BACKGROUND:

The City's Wastewater Treatment Plant (WWTP) Solids Handling Building currently contains two aging belt presses used for dewatering biosolids. These units are at the end of their useful life, show significant rusting, and have been identified by the Department of Environmental Quality (DEQ) as a permit violation. To maintain regulatory compliance and ensure reliable operations, replacing the belt presses with two screw presses was identified and budgeted as a bridge improvement project in advance of the full WWTP replacement. The goal is to replace these presses now to protect operations, with the added benefit that they can also be used in the new facility once it is constructed.

After evaluating alternatives and conducting a pilot test, Stantec recommends sole source pre-procurement of two Huber Technology Inc. Q-Press screw presses (models 440.2 or 620.2). Idaho Code §67-2808 authorizes sole source procurement when there is only one vendor reasonably available or when competitive solicitation is impractical.

The Solids Handling Building imposes dimensional and weight constraints that limit available equipment options. The existing roof hatches and structural capacity can accommodate the Huber units, while many competing products are too large or too heavy to install without costly structural modifications or construction of a new building. In addition, the City requested pilot testing from multiple manufacturers, but only Huber Technology conducted a pilot test at the Sandpoint WWTP. Their Q-Press successfully demonstrated reliable performance in dewatering the plant's sludge, while no other manufacturer has provided proof of equivalent effectiveness. The lighter weight of the Huber units further reduces the risk of requiring expensive structural reinforcement of the existing building.

Schedule reliability is also a critical concern. The belt presses are at high risk of failure, and waiting for a competitive procurement would extend the timeline and potentially leave the City without a functioning dewatering system. Pre-procurement of the Huber presses will allow design and submittal processes to move forward immediately, preventing costly delays and ensuring the WWTP can continue to operate without interruption. The use of known equipment also allows the design team to finalize electrical, HVAC, and piping requirements accurately, reducing redesign costs and change orders during construction.

#### STAFF RECOMMENDATION:

Consider declaring Huber Technology, Inc. a sole source vendor for purposes of procuring two Q-Press screw presses (models 440.2 or 620.2), including associated parts, for the City's Wastewater Treatment Plant in accordance with Idaho Code §67-2808. Following the required 14-day legal advertisement in the

Bonner County Daily Bee, and provided no challenges are received, authorize the Mayor to approve a Purchase Order to Huber Technology, Inc. in an amount not to exceed \$1,500,000.00.

This procurement approach ensures compatibility with the existing Solids Handling Building, provides proven and reliable performance, minimizes risk of downtime, and accelerates replacement of the failing belt presses.

**ACTION:**

Move to approve a motion to declare Huber Technology, Inc. a sole source vendor pursuant to Idaho Code §67-2808, and authorize staff to proceed with pre-procurement of two Huber Q-Press screw presses (models 440.2 or 620.2). Following the required 14-day legal advertisement in the Bonner County Daily Bee, and provided no challenges are received, authorize the Mayor to approve a Purchase Order to Huber Technology, Inc. in an amount not to exceed \$1,500,000.00..

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

Cost of advertising for sole source vendor.

**ATTACHMENTS:**

**Pre-Procurement Justification by Stantec**

**Huber Q-Press Pilot Report**

**Compliance Determination Letter**



## Memo

To:	City of Sandpoint Holly Ellis, Deven Hull	From:	Stantec Nick Smith, Danielle Philbrick
Project	2002003233 – Sandpoint WWTP Screw Press Upgrade	Date:	August 19, 2025

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**Reference: Screw Press Sole Source Pre-Procurement Justification - FINAL**

## 1 Introduction

Stantec has been contracted by the City of Sandpoint (City) for the preliminary design of the screw press upgrades to the existing Solids Handling Building. The upper floor of the existing building consists of two belt presses, process piping, HVAC equipment, and electrical equipment. The City has decided to replace the existing belt presses with two new screw presses. The preliminary design will include replacement of the belt presses with screw presses, electrical upgrades, HVAC upgrades, and structural evaluation of the existing building. It is assumed the existing sludge pumps and polymer systems are sufficient for the upgrades. As part of the design, a confirmation of the equipment type and timing is important to provide as accurate of a design and as efficient of an installation as practical.

The City has expressed interest in a sole sourced pre-procurement of the screw presses. The type of pre-procurement would be from Huber Technology Inc. for the Q-Press 440.2 or 620.2. The following information identifies the reasoning behind the request to sole source this equipment.

## 2 Driving Forces for Pre-Procurement

There are several driving forces for pre-procurement of the screw presses.

1. Space Limitations - There are space limitations within the existing Solids Handling Building. The existing building has two roof hatches above the belt press room with one above each belt press for installation and removal of the belt presses and other related equipment. Each hatch is about 18'-8" in length and 10'-1" in width. Upon initial review, the roof hatches are adequate for crane installation of the Huber Q-press 440.2 or 620.2. Screw presses provided by some other manufacturers are significantly larger and pose of risk of installation through the existing roof hatches. Screw presses provided by other manufacturers may not fit through the existing hatches and may not fit in the existing Solids Handling building. In order to utilize the existing Solids Handling building and roof hatches, pre-procurement is recommended to ensure the equipment fits within the buildings footprint. There are significant costs associations if the existing Solids Handling building is not utilized and a new building or retrofit building is required.

Reference: Screw press Pre-Procurement

2. Pilot Test Performed - The City requested pilot testing from several screw press manufactures to determine if the new screw press technology was effective for dewatering the WWTP's sludge. The only manufacturer to perform a pilot test was Huber Technology Inc. Q-Press 440.2, the other manufactures declined. The results demonstrated successful performance for dewatering the sludge produced by the plant. Based on the pilot test, the Huber Q-press is proven technology for the Sandpoint WWTP versus other unknown manufacturers.
3. Screw Press Weight - The exact weight of the existing belt presses are unknown at this point in the analysis, but due to their size it is assumed the weight of the belt presses is greater than that of the Huber Q-press 440.2 or 620.2. Screw presses provided from other manufacturers are larger and thus weigh more. If additional weight is added to the existing Solids Handling building there may be cost associations with additional structural work that would be needed for the existing Solids Handling building.
4. Design Efficiency and Schedule - An additional advantage of pre-procurement is design efficiency and maintenance of schedule. Due to the imminent failure risk of the existing belt press units, the City is highly interested in getting them replaced with a reliable dewatering system as soon as is practical. With sole source pre-procurement, the Huber Q-press 440.2 or 620.2 would be the basis of design, which limits the need for redesign in terms of process piping connection, electrical design, and HVAC needs. Pre-procurement will allow for the City to purchase the equipment prior to design completion and start the submittal review and delivery process prior to (or shortly after) hiring a construction contractor. The existing belt presses are nearing their end of life. There is significant rusting on the existing belt presses and the City has expressed concern for failure of the belt presses. Pre-procurement can maintain the schedule to avoid a period of time without a functioning dewatering system.
5. Design Collaboration – When the specific equipment is known, design efficiencies and quality can be improved due to the known equipment with variability eliminated.

### **3 Risks of Pre-Procurement**

1. City Owned Equipment – The contractor would not be responsible for faulty equipment or products provided by Huber. The procurement would be encouraged to request Huber provide extended warranty's that cover the expected construction/installation period.

### **4 Engineer's Recommendation**

Based on the information presented in the sections above, it is Stantec's recommendation that the City of Sandpoint pre-procure the Huber Q-press 440.2 or 620.2 as soon as practical and as a sole source procurement as explained above.

# Huber Technology Inc. Q-Press 440.2 Pilot Test

City of Sandpoint WWTP  
723 S Ella Ave  
Sandpoint, ID 83864

**Test Date: September 9, 2024 - September 13, 2024**



<b>Attendants</b>	<b>Position</b>	<b>Association</b>
Nicolas Hall	Technician	Huber Technology, Inc.
Justin Hill	Technician	Huber Technology, Inc.

## 1. Facility Specifications and Requirements

Table 1 Facility Details

<b>City of Sandpoint WWTP</b>	
<b>Design Daily Flow</b>	4.1-5.3 MGD
<b>Sludge Type</b>	Anaerobic
<b>Sludge Age</b>	28
<b>Waste Sludge Flow</b>	35,000 GPD
<b>Solid Content</b>	1.52%
<b>Volatile Solids</b>	77%
<b>Existing Solids Handling</b>	SHROOK - SIMON - HARTLE

## 2. Pilot Test Results

Table 2 represents the schedule which was followed throughout the testing period.

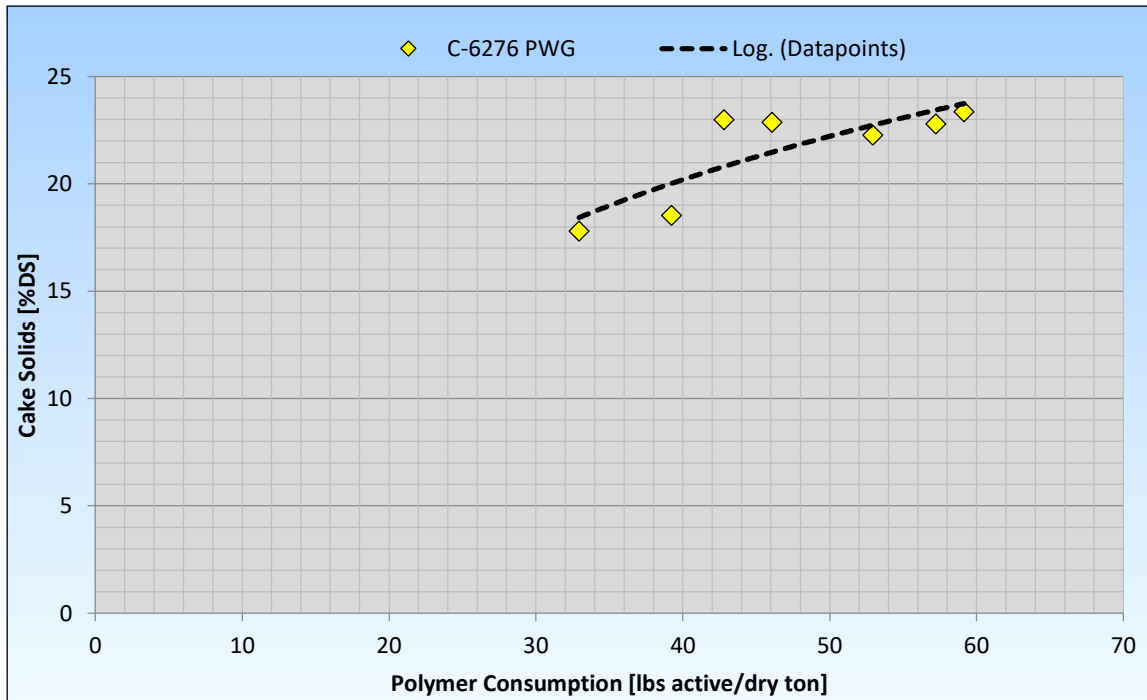
Table 2 Pilot Test Schedule

<b>Day</b>	<b>Test Runs</b>	<b>Sludge Type</b>	<b>Polymers Used</b>
Monday	Arrival / Setup	N/A	N/A
Tuesday	1 to 5	Anaerobic	C-6276 PWG
Wednesday	6 to 17	Anaerobic	C-6276 PWG
Thursday	18 to 25	Anaerobic	C-6276 PWG
Friday	Cleanup /Departure	N/A	N/A

## 2.1 Polymer Dosing Effect on Cake Solids

The screw press was operated with one polymer and multiple dosing rates ranging from 33-59 lbs active/dry ton. Figure 1 illustrates the effect that the polymer dosing had on the cake solids.

**Figure 1 Polymer Dosing Effect on Cake Solids**



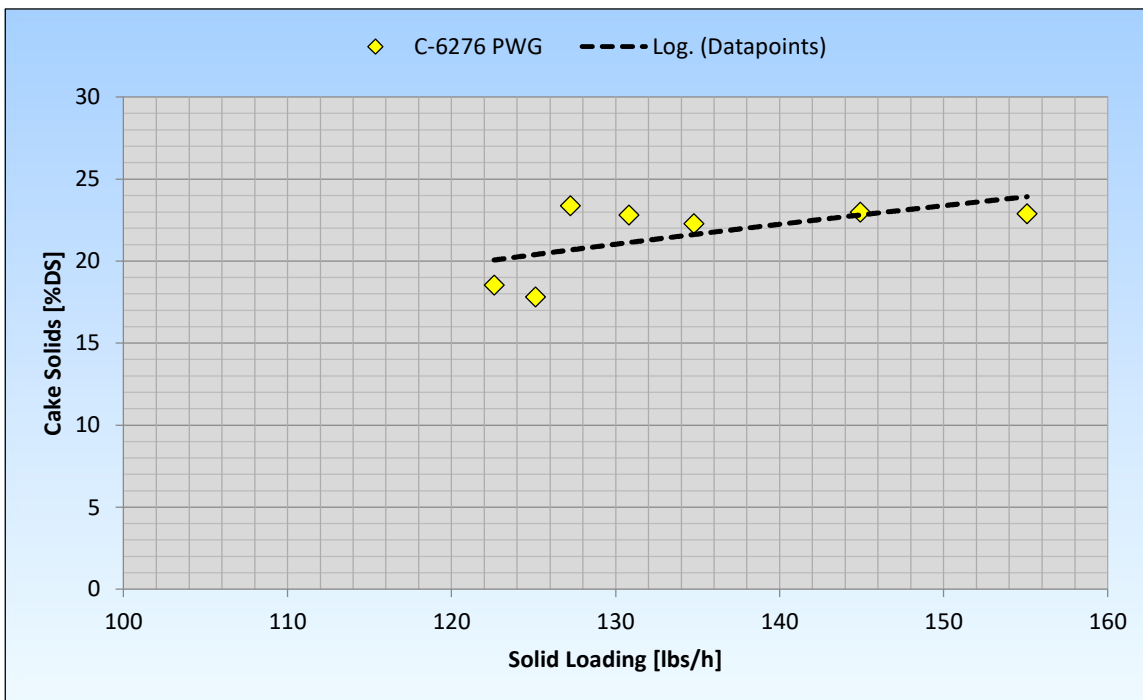
The cake solids were produced between 17.8% to 23.4% when using a polymer consumption of 33-59 lbs active/dry ton. The dry solid content is increasing with the increase of polymer consumption. The optimal polymer dosing range is between 40 and 53 lbs active/dry ton.

## 2.2 Solid and Hydraulic Loading Effect on Cake Solids

The screw press was operated using sludge with an inlet solid content of 1.5% and 1.8% DS. The sludge flow rate was set between 16.8 and 16.8 GPM resulting in a maximum solid loading of 155 lbs/hr.

The solid loading certainly affects the performance of the screw press and there is always an optimum loading for a certain set of parameters. Figure 2 shows that the median cake solids achievable with these parameters was 22.8 % DS.

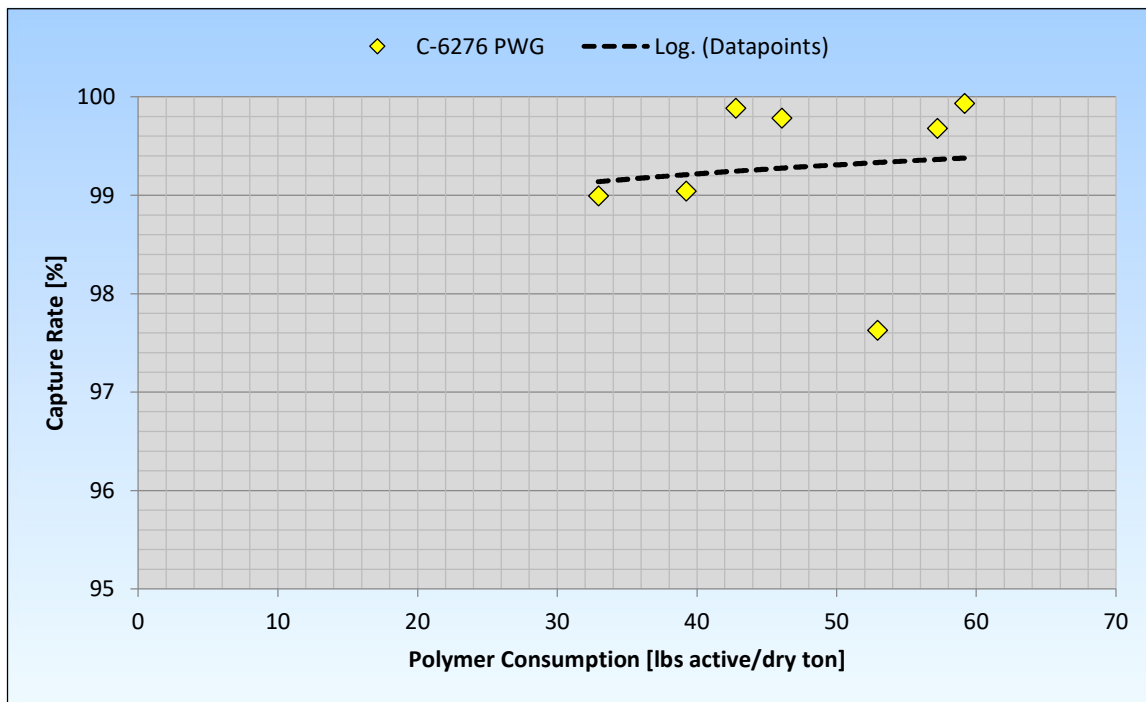
**Figure 2 Solid Loading Effect on Cake Solids**



## 2.3 Capture Rate

The median capture rate remained above 95% throughout the pilot demonstration. The capture rate is influenced by the polymer consumption which may be seen in the figure below.

**Figure 3 Polymer Consumption and Capture Rate**



As shown in Figure 3, the capture rate stayed consistent with increasing polymer consumption. The first few data points show a lower capture rate which is typical during the initial press setup. Once the optimal settings are determined, consistently high results can be expected.

### 3. Conclusion

The pilot test proved the capability of the Huber screw press to dewater the sludge at the City of Sandpoint WWTP. The optimal performance condition for the Q-Press was selected based on the data collected and is shown below in Table 3:

**Table 3 Sludge Test Conclusion**

Sludge Parameters	Optimum Running Condition (C-6276 PWG)
Flow Rate (GPM)	16.8
Solid Loading (lbs/hr) at % Feed Solid	135 at 1.6%
Polymer Consumption (lbs. active / dry ton)	40-53
Cake Produced (% DS)	18-22
Capture Rate (%)	>95
Screw Press Operational Parameters	Optimum Running Condition (C-6276 PWG)
Inlet Pressure (PSI)	1.4
Inlet Pressure at Min Speed (PSI)	2.0
Dilution Strength (%)	0.37
Screw Speed (%)	20.0

For the Anaerobic sludge, cake can be expected to be consistent in the range of 18%-22% with a filtrate which is clear and almost without any solids during dewatering mode when using between 40 and 55 lbs. active / dry ton of the polymer. Capture rate was observed to be above 95% throughout the pilot demonstration. HUBER recommends feeding the machine from a sludge source that is well mixed so that feed solids does not fluctuate and the unit produces consistent results.

We here at Huber Technology would like to extend our gratitude to everyone who participated in the safe and successful Q-Press 440.2 pilot tests this week at the wastewater treatment plant in Sandpoint, ID. We enjoyed the opportunity to present Huber Technology’s capabilities of helping your facility operate at a more sustainable and efficient level of dewatering. Huber Technology looks forward to providing your facility highly reliable products in the future.

## Appendices

### Appendix A – Q-Press 440.2 Pilot Test Photos

**Pilot Cake**



**Pilot Filtrate**



HUBER Technology, Inc.  
1009 Airlie Parkway, Denver, NC 28037  
(704) 949-1010 - Fax (704) 949-1020 - [huber@hhusa.net](mailto:huber@hhusa.net)  
[www.huber-technology.com](http://www.huber-technology.com)  
**A member of the HUBER Group**

2110 Ironwood Parkway  
Coeur d' Alene, ID 83814 (208) 769-1422



Brad Little, Governor  
Jess Byrne, Director

July 14, 2025

By email: dhull@sandpointidaho.gov

Devin Hull, Wastewater Treatment Plant Supervisor  
City of Sandpoint – Sandpoint WWTP  
Sandpoint, ID 83864

Subject: Compliance Determination Letter – Sandpoint Wastewater Treatment Plant, Idaho  
Pollutant Discharge Elimination System (IPDES) Permit ID0020842

Attention Mr. Hull:

This letter follows up from the Idaho Department of Environmental Quality (DEQ) regarding the Record of Resolution (ROR) submitted by the City of Sandpoint (Facility) for the items identified during the Compliance Evaluation Inspection, performed on March 19, 2025, and in the associated Inspection Cover Letter dated April 17, 2025.

The purpose of the inspection was to determine compliance with the Facility's Idaho Pollution Discharge Elimination System (IPDES) Permit ID0020842 (Permit) and the "Idaho Pollutant Discharge Elimination System Rules" (IDAPA 58.01.25). DEQ's compliance determination is outlined below.

The Facility provided the following ROR responses to the identified violations:

1. Emergency Response Plan Not Current

On May 19, 2025, the Facility stated that the Emergency Response Plan would be updated to reflect responsible positions. **By August 13, 2025 please update the Emergency Response Plan and provide a copy of the updates to DEQ through the IPDES E-Permitting System.**

2. DMR Reported Values Incorrect

On May 5, 2025, and May 14, 2025, via email exchanges, the Facility stated that the requirement of submitting PCB results has been completed as required in the Permit and that NODI Code 9 – Conditional Monitoring was used for monitoring periods when samples were not taken. **Due to the setup of the NetDMR Reporting System and the Facilities' correct usage of NODI Code 9, no further action is required as reporting for PCB analyses has been completed correctly.**

On May 19, 2025, the Facility stated that results for Cyanide, weak acid dissociable, would be confirmed with ATL Laboratory. **No further action is required.**

### 3. Analytical Methods not Sufficiently Sensitive

On May 19, 2025, the Facility stated that the laboratory was unable to meet the minimum level for lead. DEQ researched this requirement internally and found that the IPDES User Guide (Page 165, Section 12.3.2) outlines that if a test result is not meeting minimum levels as defined in the Permit, the result from using the most sensitive approved EPA method may be used. **Based on that information, no further action is required and analyses that are being completed under EPA's most sufficiently sensitive test methods are not in violation of the Permit.**

### 4. WET Testing Report Missing Elements

On May 19, 2025, the Facility stated that all required parameters will be attached with WET testing results when attached through E-Permitting. **No further action is required.**

### 5. Improper Operation and Maintenance

On May 19, 2025, the Facility provided the following updates to each portion of the facility that was outlined under this violation:

- Headworks Building (mold): The Facility contracted with a third party (North Idaho Flood and Dire) to remediate mold in the building.
- Skimming tank vault (aggregate on walls is degraded): The Facility contracted with a third party (Keller Associates) to develop a Preliminary Engineering Report to reconstruct all portions of the wastewater treatment plant.
- Underground pipes (leaking and degraded): The Facility is actively investigating the leaking pipe and plans to repair it.
- Breezeway pumps (leaking oil): The Facility stated that oil near the breezeway pumps was for routine maintenance purposes and confirmed that there are no active leaks.
- Chlorination basin (solids floating): The Facility has cleaned out the chlorination basin.
- Belt Press (degraded and temporary repairs implemented): The Facility has contracted with a third party (Stantec Consulting) to develop a Preliminary Engineering Report for the replacement of the belt presses.
- Effluent channel upstream of chlorination basin (contains debris and organic buildup): The Facility is actively searching for a third party contractor to install a new gate to prevent buildup as identified during the inspection.
- Aeration basin (causing increased turbidity): The Facility contracted with a third party (Keller Associates) to develop a Preliminary Engineering Report to reconstruct all portions of the wastewater treatment plant.

As many of the issues outlined above require complete reconstruction and the Facility has already contracted with third parties to complete Preliminary Engineering Reports, this violation is considered outstanding as the issues have not been fully addressed and implemented. Due to the nature of the projects, DEQ requests biannual updates (one due June 30 and one due December 31 each year) until the above construction has been

completed. **By December 31, 2025, and twice a year thereafter on the specified dates, please provide an update to the items outlined above, submitted to E-Permitting. This update should include the status of the projects and the anticipated construction completion dates.**

6. Inflow of Groundwater to Treatment Process

On May 19, 2025, the Facility stated that the groundwater introduced into the aeration basin is unable to be discharged without treatment as it emanates from the condensate off of the methane line on site. DEQ researched the precedent of groundwater being used part-way through the treatment process and determined that the groundwater pipe may stay in place until the Facility is reconstructed. At the time of the reconstruction, all groundwater impacted with pollutants from the treatment process must be rerouted to the headworks of the Facility. **No further action is required at this time; however, at the time modifications are performed at the Facility, the pipe must be rerouted to discharge at the headworks of the Facility.**

The Facility provided the following ROR responses to the identified areas of concern:

1. Compliance Schedule Missing Documentation

On May 19, 2025, the Facility provided a copy of the Compliance Schedule submission from the Chemical Feed Pilot attached to the Record of Resolution. **No further action is required.**

2. Quality Assurance and Quality Control Samples Inconsistent

On May 19, 2025, the Facility stated that a new Quality Assurance Plan will be drafted and that corrections on the PCB test results will be obtained. **By August 13, 2025, please update the Quality Assurance Plan and provide a copy of the updates to DEQ through the IPDES E-Permitting System.**

3. Flow Calibration Inconsistent

On May 19, 2025, the Facility stated that the Quality Assurance Plan will be updated. **By August 13, 2025, please update the Quality Assurance Plan and provide a copy of the updates to DEQ through the IPDES E-Permitting System.**

4. Submerged Matter Upstream of Effluent Discharge Channel

On May 19, 2025, the Facility stated that a third party contractor would be gating off the section of the unused effluent discharge channel. Due to the nature of the project, DEQ requests biannual updates (one due June 30 and one due December 31 each year) until the above construction has been completed. **By December 31, 2025, and twice a year thereafter as defined in the response for Violation #5, please provide an update to the effluent ditch gate, submitted to E-Permitting. This update should include the status of the project and the anticipated construction completion date.**

## 5. Control of Undesirable Pollutants

On May 19, 2025, the Facility stated that chemicals have been properly contained. **No further action is required.**

DEQ is providing this notice so the Facility may correct the remaining issues outlined above. Please provide the requested information or documentation by the required dates, through the IPDES E-Permitting System at: <http://www2.deq.idaho.gov/water/ipdes>.

DEQ appreciates your cooperation regarding this matter and encourages you to continue your compliance efforts. Responsibility for compliance with the IPDES permit rests with the permittee.

If you have any questions concerning this matter, please do not hesitate to contact me at (208) 666-4605 or [chantilly.higbee@deq.idaho.gov](mailto:chantilly.higbee@deq.idaho.gov).

Sincerely,

Chantilly Higbee

Digitally signed by Chantilly  
Higbee  
Date: 2025.07.14 14:47:46 -07'00'

Chantilly Higbee  
IPDES Compliance Officer

- c: James Craft, WW Compliance Bureau Chief, DEQ State Office  
Katy Baker-Casile, Regional Engineering Manager, DEQ Coeur d'Alene Regional Office  
Sean Woodhead, Regional Water Quality Manager, DEQ Twin Falls Regional Office  
Brandi Lowe, IPDES Compliance Officer, DEQ Twin Falls Regional Office  
Carolyn Whitney, IPDES Compliance Officer, Lewiston Regional Office  
Holly Ellis, Sandpoint WWTP

No: 25-

Date: September 3, 2025

RESOLUTION  
OF THE CITY COUNCIL  
CITY OF SANDPOINT

**TITLE:       DECLARING HUBER TECHNOLOGY, INC., THE SOLE SOURCE PROVIDER OF THE Q-PRESS SCREW PRESS FOR WASTEWATER TREATMENT PLANT**

WHEREAS: The City's Wastewater Treatment Plant (WWTP) solids-handling building currently contains two aging belt presses used for dewatering biosolids, which are at the end of their useful life, showing significant rusting, and identified by the Idaho Department of Environmental Quality (DEQ) as a permit violation;

WHEREAS: To maintain regulatory compliance and ensure reliable operations, replacing the belt presses with two screw presses was identified and budgeted as a bridge improvement project in advance of the full WWTP reconstruction, with the goal of replacing these presses now to protect operations and the added benefit of eventual use of this equipment in the new facility once it is constructed;

WHEREAS: After evaluating alternatives and conducting a pilot test, Stantec Consulting Services, the City's consultant, recommends sole source pre-procurement of two Huber Technology Q-Press screw presses, models 440.2 or 620.2;

WHEREAS: Idaho Code § 67-2808 authorizes sole source procurement when there is only one vendor reasonably available or when competitive solicitation is impractical;

WHEREAS: The solids-handling building imposes dimensional and weight constraints that limit available equipment options, where the existing roof hatches and structural capacity can accommodate the Huber units, while many competing products are too large or too heavy to install without costly structural modifications or construction of a new building;

WHEREAS: In addition, the City requested pilot testing from multiple manufacturers, with only Huber Technology conducting a pilot test at the Sandpoint WWTP, where their Q-Press successfully demonstrated reliable performance in dewatering the plant's sludge and no other manufacturer providing proof of equivalent effectiveness;

WHEREAS: Schedule reliability is also a critical concern, where the belt presses are at high risk of failure and waiting for a competitive procurement would extend the timeline and potentially leave the City without a functioning dewatering system; and

City of Sandpoint Resolution 25-\_\_\_\_  
September 3, 2025  
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WHEREAS: Pre-procurement of the Huber presses will allow design and submittal processes to move forward immediately, preventing costly delays and ensuring the WWTP can continue to operate without interruption, with the use of known equipment also allowing the design team to finalize electrical, HVAC, and piping requirements accurately, reducing redesign costs and change orders during construction.

NOW, THEREFORE, BE IT RESOLVED THAT: Pursuant to Idaho Code § 67-2808, the City Council of the City of Sandpoint hereby declares Huber Technology, Inc., the sole source vendor for purposes of procuring two Q-Press screw presses, models 440.2 or 620.2, and related equipment for the City's Wastewater Treatment Plant.

BE IT FURTHER RESOLVED THAT: City staff is directed to provide for publication of this sole source expenditure declaration in the legal publications section of the Bonner County Daily Bee, the City's newspaper of record, at least 14 calendar days prior to the award of any contract to, or purchase of this equipment from, Huber Technology, Inc.

BE IT FURTHER RESOLVED THAT: Provided no challenges are received, the Mayor is hereby authorized to approve a Purchase Order to Huber Technology, Inc., in an amount not to exceed \$1,500,000.

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

ATTEST:

\_\_\_\_\_  
Melissa Ward, City Clerk

## DECLARATION OF SOLE SOURCE PROVIDER

During a regularly scheduled meeting on September 3, 2025, Sandpoint City Council declared Huber Technology, Inc., the sole source vendor for purposes of procuring two Q-Press screw presses, models 440.2 or 620.2, and related equipment, for the City's Wastewater Treatment Plant (WWTP), which will serve as a bridge improvement project in advance of the full WWTP reconstruction, with the goal of replacing these presses now to protect operations, ensure compatibility with the existing solids-handling building, provide proven and reliable performance, minimize risk of downtime, and accelerate replacement of the current failing belt presses.

*Following approval, this notice will be published in the Bonner County Daily Bee at least 14 calendar days prior to the award of any contract to, or purchase of this equipment from, Huber Technology, Inc., in compliance with Idaho Code § 67-2808.*

DRAFT



## AGENDA REPORT

### City Council Meeting

**TODAY'S DATE:** August 19, 2025

**MEETING DATE:** September 3, 2025

**TO:** Mayor Grimm, City Council members

**FROM:** Jason Welker, Planning & Community Development Director

**SUBJECT:** RV Campground and City Beach Parking Lot RFQ

#### BACKGROUND:

At its August 6, 2025 meeting, City Council approved acceptance of a \$950,000 Idaho Department of Parks and Recreation (IDPR) RV Fund grant for the renovation of the City Beach RV Campground. This grant will fund the design and construction of long-needed improvements to the City's aging campground facilities, including new site circulation, hardened roads and campsites, upgraded utilities, accessible amenities, and a modern restroom/shower building.

In addition to the RV Fund grant, IDPR offered the City an additional \$105,000 through the Waterways Improvement Fund (WIF) to support improvements to the adjacent City Beach parking lot. The City had committed a \$100,000 match from the Parks Capital Improvement Fund to secure these dollars. However, after reviewing the scope of work needed at the parking lot—full surface reconstruction, stormwater treatment, updated lighting, landscaping, signage, and wayfinding—it became clear that the available funds were insufficient and that IDPR required design concepts before awarding WIF funds. Without design work completed, the City was unprepared to accept the grant at this time.

At its August 13, 2025 meeting, the Parks & Recreation Commission reviewed staff's proposal to redirect the \$100,000 previously allocated as a WIF match toward design and engineering for City Beach parking lot improvements. The Commission concurred with staff's recommendation to pair this effort with the RV Campground project. By combining both projects into a single design and engineering contract, the City will:

- Realize cost savings by working with one consultant team.
- Identify potential overlaps and synergies between the campground and parking lot.
- Ensure cohesive planning and design for the entire City Beach park area.
- Provide the necessary conceptual and construction documents to pursue state and local grant funding for parking lot improvements.

#### NEXT STEPS:

Staff has prepared a draft **Request for Qualifications (RFQ, draft attached)** for professional design and engineering services covering both the RV Campground and City Beach parking lot. If Council approves, staff will finalize and issue the RFQ. The selected consultant will undertake community outreach and engagement, complete design and engineering, and deliver bid-ready construction documents by spring 2026.

With construction funding secured for the RV Campground, the City anticipates going to bid for a construction contractor late next year. Meanwhile, the completed design documents for the parking lot will enable the City to pursue a combination of Parks CIP funds, parking in-lieu fees, and future grant opportunities—likely a WIF grant application for FY27—to fund construction. Ideally, parking lot improvements will be scheduled to occur alongside RV Campground construction or in the following off-season, contingent on funding availability.

#### **STAFF RECOMMENDATION:**

Staff recommends that City Council approve issuance of the **Request for Qualifications (RFQ)** for design and engineering services for the City Beach RV Campground and City Beach parking lot projects.

#### **ACTION:**

City Council may:

1. Approve issuance of the Request for Qualifications (RFQ) for design and engineering services for both the City Beach RV Campground and the City Beach parking lot improvements, as recommended by staff and supported by the Parks & Recreation Commission.
2. Approve issuance of the RFQ for the RV Campground only, removing the parking lot from the scope. This option would allow the City to stay on schedule for RV Campground design and construction, but would delay development of design concepts for the parking lot. Without those concepts, the City would be less competitive for future grant applications, since funding agencies typically expect to see design work completed before awarding construction funds.
3. Modify the RFQ scope or direction in another manner, based on Council input.
4. Decline to approve issuance of the RFQ at this time, which would delay progress on design and engineering for the RV Campground and jeopardize the project schedule for construction in 2026.

**WILL THERE BE ANY FINANCIAL IMPACT? No HAS THIS ITEM BEEN BUDGETED? Yes**

#### **ATTACHMENTS:**

- Draft Request for Qualifications (RFQ) – City Beach RV Campground and Parking Lot