

Selkirks - Pend Oreille Transit Authority 31656 HWY 200, Box 8 Ponderay, ID 83852 (mailing address) 31656 HWY 200, Suite 102 Ponderay, ID 83852 (physical address) 208-263-377

Public Notice of Finance Committee Meeting

10:00 a.m., Wednesday, May 14, 2025 SPOT Office, 31656 Hwy 200, Suite 102, Ponderay, ID 83852 Zoom Meeting ID: 830 1152 5297 Passcode: 574841

Agenda

- 1. Call to Order and Roll Call
- 2. Action and Discussion Items:
 - a. Action Item: Approve Minutes of April 16, 2025, Finance Committee Meeting
 - b. Action Item: Review SPOT April 2025 Financial Statements
 - c. Action Item/discussion: Advertising Policy and Agreement
 - d. Action/Discussion/Consideration Item: 2025-2026 Budget Information
 - i. Requests and projections
 - e. Action Item/updates: Financial considerations
 - i. Sale of buses
- 3. Adjourn

Note: Public information on agenda items is available from the SPOT office at 31656 Highway 200 Suite 102, Ponderay, ID or call (208) 263-3774. Any person needing special accommodation at the above noticed meeting should contact SPOT three days prior to the meeting at (208) 263-3774.



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Finance Committee Meeting Minutes – April 16, 2025

Present: Clif Warren, Colleen Culwell, Gary Kunzeman, Justin Dick, Wendy Trumble and Donna Griffin. Public present: Carol Warren

Clif called the meeting to order at 10:07 a.m.

Gary moved to approve the minutes of the March 19, 2025, Finance Committee meeting. Colleen seconded the motion. Passed, all in favor.

The committee reviewed the March 2025 financial statements. Clif questioned the \$260,000 owed Colleen stated that we received reimbursements for four months of 5311 and for two months of CARES. Donna stated that we also received money for two new buses. Donna will wire the money to ABC Companies for the purchase of the two buses received. Donna explained that PASSIO recurring/annual will be paid out of the Douublemap account. We used Doublemap in October, November and December. Now we will use PASSIO and will pay the recurring as the system is starting to function. The recurring and installation will be paid out of the rest of the grant funds, and the remaining balance will be paid out of Doublemap. The annual recurring cost will = \$10,575.40. Overall, SPOT is under budget. Justin moved to approve the February 2025 Financial Statements. Gary seconded and it passed, all in favor.

The Committee discussed and considered the 2025-2026 budget information. Clif noted a difference in the working budget in Administrative Expenses. Colleen will verify. Justin said that Sandpoint may contribute \$87,000.00 this year. Gary stated that Ponderay may not contribute the amount they did last year and maybe not the same as Sandpoint based on percentages of rides. Board members and staff continue examining options for routing and funding, including advertising, to help offset the shortfall covered by previous grants and funding. To balance the budget with these decreased funding sources, service may be cut by $1/3^{rd}$. The committee will discuss projections and costs with the SPOT Board, at the Thursday meeting. SPOT members will also provide information to the funding partners that appointed them.

The Finance Committee looks forward to seeing the advertising documents that have updated wording to include sponsor language and sponsor opportunities.

Regarding other financial considerations. SPOT sold two buses for a total of \$2,425.00. Two more are on the publicsurplus.com (public auction site). The Area Agency on Aging awarded an additional \$3,282.00 through June to assist with senior rides.

Gary made a motion to adjourn the meeting. Justin seconded and it passed, all in favor.

Respectfully submitted, Donna Griffin



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Transit Advertising Standards Policy

(Advertising Policy)

The Selkirks-Pend Oreille Transit Authority (hereinafter "SPOT") was started in 2010 and began service in June 2011. In 2017, partners established a Joint Powers Agreement between the cities of Bonners Ferry, Dover, Kootenai, Ponderay and Sandpoint as well as Boundary County in Idaho. SPOT operates a public transportation system serving residents, visitors, and workers traveling throughout Bonner and Boundary Counties. The system was created to provide efficient and responsive public transportation coordinated in a manner to encourage ease of ridership and quality services.

In furtherance and support of SPOT's overall mission, SPOT, acting in its capacity as a transit service provider, acknowledges the potential to generate additional revenue through commercial advertising and sponsorship opportunities on its transit vehicles and facilities. This policy establishes clear standards and processes for advertising and sponsorship agreements that support SPOT's operational funding while maintaining its integrity, transparency, and commitment to public service. SPOT recognizes that the proper operation of government requires the public to have confidence in the integrity and impartiality of its government. As such, sponsorship and advertising are maintained by SPOT as a non-public forum and regulated by SPOT. SPOT reserves the right to exercise full discretion and editorial control over the placement, content, appearance, and wording of sponsorship affiliations and messages in accordance with the terms of this policy. This policy ensures that all sponsorship and advertising activities align with SPOT's core mission of providing quality public transportation while preserving its professional image. In order to realize the maximum benefit from the sale of advertising on its transit assets only if it complies with this policy.

I. PURPOSE AND INTENT

The purpose and intent of this policy is to create definite, uniform standards for the display of sponsorship, advertising and/or announcements (collectively referred to herein as "advertising") within designated areas on SPOT buses, transit facilities (for example bus stops), and any and all

other forums owned, controlled or operated by SPOT. It is SPOT's purpose and intent that any and all forums for advertising under this policy are not public forums for political discourse or expressive activity. These areas are not intended to provide a forum for all types of advertisements but only the limited advertisements accepted under this policy.

All advertising shall be subject to this uniform, viewpoint-neutral policy. SPOT's intent and purpose is to take into account interests which are of importance to the operation of the transit system. These interests include:

A. Maximize advertising revenues to sponsor and support transit operations while maintaining SPOT's high quality of public service.

B. Maintain a professional and aesthetically pleasing advertising environment that provides a neutral appearance and preserves SPOT's role as a non-partisan, viewpoint neutral public service provider.

C. Build and maintain transit ridership.

II. SCOPE

This policy applies to commercial advertising and sponsorships from individuals, foundations, corporations, nonprofit organizations, and other entities in designated spaces on SPOT transit vehicles, facilities, and other transit-related property specifically made available for advertising purposes. This policy excludes gifts, grants, and unsolicited donations to SPOT where there is no business relationship or advertising benefit to the donor.

III. ADVERTISING STANDARDS AND RESTRICTIONS

A. Permitted Advertising Content

Commercial and Promotional Advertising: Advertising that promotes or solicits the sale, rental, distribution or availability of goods, services, food, entertainment, events, programs, transactions, donations, products or property for commercial purposes or more generally promotes an entity that engages in such activity.

Government Advertising: Governmental entities may purchase advertising space for messages that advance specific government purposes.

Public Service Announcements: SPOT may make advertising space available for public service announcements by nonprofit organizations, subject to space availability and the standards set forth in this policy.

B. Additional Requirements

Disclaimer: SPOT reserves the right to require an advertisement to include a disclaimer indicating that it is not sponsored by and does not necessarily reflect the views of SPOT.

Sponsor Attribution: Any advertising in which the identity of the sponsor is not readily apparent must include the following phrase to identify the sponsor in clearly visible letters: "Advertisement paid for by [Sponsor's Name]."

C. Prohibited Advertising Content

Advertising is prohibited if it includes any of the following content:

Non-Commercial Speech: Messages that express opinions or positions on matters of public debate about economic, political, religious, or social issues, rather than proposing a commercial transaction. Even under circumstances where a commercial transaction is nominally proposed.

Political Content: Material that promotes, or opposes a political party, any person or group of persons holding federal state or local government office, the election of any candidate or group of candidates for any federal, state or local government office, or initiatives, referendums or other ballot measures.

Public Issue Speech: Material that non-incidentally expresses or advocates or appears to express or advocate, an opinion, position, or viewpoint on a matter of public debate about economic, political, public safety, religious, or social issues.

Religious Content: Material promoting or opposing religious beliefs or organizations.

Adult-Oriented Content: Material that promotes adult entertainment, sexually-oriented products, or contains nudity or other sexual content.

Alcohol, Tabacco and Controlled Substances: Advertising promoting the sale or use of alcohol, tobacco, marijuana, or other controlled substances.

Discriminatory Content: Material that demeans or disparages individuals or groups based on race, color, religion, national origin, ancestry, gender, age, disability, ethnicity, sexual orientation, or any other classification.

Disparaging Content: Material that is intended to be (or reasonably could be interpreted as being) disparaging, disreputable, or disrespectful to persons, groups, business, or organizations, including advertising that portrays persons, groups, businesses, or organizations as inferior or contemptable.

False or Misleading Content: Advertising that is false, misleading, or deceptive.

Adverse to SPOT: Material that is directly adverse to the commercial or administrative interests of SPOT, or that tends to disparage the quality of service provided by SPOT, or that tends to disparage public transportation in general.

Illegal Activity: Material that promotes any activity or product that is illegal under federal, state, or local law.

Profanity or Violence: Content that contains profanity, language or depicts violence or other antisocial behavior, or contains weapons or other images or information that may be deemed inappropriate for transit users.

Safety Interference: Content that interferes with transit safety or safe operation of transit vehicles.

Harmful or Disruptive to Transit System: Any material that is so objectionable under contemporary community standards as to be reasonably foreseeable that it will result in harm to, disruption of or interference with the transportation system.

IV. ADMINISTRATION AND ENFORCEMENT

A. Review Process

All advertisements must be submitted to SPOT's executive director or designated advertising manager for review at least fourteen (14) business days prior to the intended display date.

SPOT reserves the right to reject any advertisement that does not comply with this policy.

SPOT may remove any advertisement that is later found to be in violation of these standards.

B. Appeals Process

Rejection of an advertisement and sponsorship may be appealed to SPOT's Board within five (5) business days of rejection notification. The appeal process will be conducted in a timely manner and will provide the potential advertiser or sponsor with the opportunity to present their case.

C. Rates and Contracts

Advertising rates shall be set by SPOT's Board and reviewed annually.

All advertisers must execute a written Sponsorship and Advertising Agreement with SPOT or its authorized advertising contractor.

SPOT reserves the right to revise this policy at any time and will provide written notice to contracted advertisers of any changes.

V. DISCLAIMER OF ENDORSEMENT

SPOT's acceptance of any advertisement does not constitute endorsement of the content or message of the advertisement or of the organization or individual(s) sponsoring the advertisement.

SPONSORSHIP and ADVERTISING AGREEMENT FOR SELKIRKS-PEND OREILLE TRANSIT AUTHORITY "SPOT" and NAME OF COMPANY "Advertiser"

This Agreement (hereinafter referred to as "Agreement") is entered into on the date signed by Selkirks-Pend Oreille Transit Authority a joint powers entity under the laws of the state of Idaho (hereinafter "SPOT") and NAME OF COMPANY (hereinafter referred to as "Advertiser").

BACKGROUND AND INTENT

Whereas, SPOT operates a public transportation system, for the purpose of transporting persons around Bonner County and Boundary County, Idaho;

Whereas SPOT is providing an opportunity for advertising displays designed to reach and inform the public;

Whereas, SPOT has established an Advertising Policy that governs advertising on SPOT buses and facilities, and Advertiser agrees to comply with this policy;

Whereas, the parties understand that SPOT's acceptance of advertising does not constitute endorsement of any product, service, or message;

Whereas, the parties intend to establish a commercial relationship for advertising services that complies with all applicable laws and SPOT policies; and

Whereas SPOT will use funds to sponsor transportation services.

NOW, THEREFORE, in consideration of the foregoing and other valuable considerations, receipt of which is acknowledged, the parties hereto agree as follows:

1. PAYMENT AND LOCATIONS FOR ADVERTISING SPACE: As described within this agreement, Advertiser agrees to submit payment, to SPOT, for advertisement space at the monthly rates specified in Exhibit "A" of this agreement.

2. ADVERTISING PERIOD (circle and initial one option):

____3 months ____6 months ____ one year ____1.5 years ____two years

3. TERMINATION:

A. By SPOT: SPOT may terminate this Agreement with thirty (30) days written notice to Advertiser if:

i. Advertiser fails to make any payment when due and does not cure such failure within fifteen (15) days of written notice;

- ii. Advertiser's advertisement violates SPOT's Advertising Policy;
- iii. Advertiser breaches any other material term of this Agreement; or

iv. SPOT discontinues the bus advertising program for operational reasons.

B. Effect of Termination: Upon termination under subsection 3 of Section A of this agreement, SPOT shall remove Advertiser's advertisements. Advertiser shall be responsible for removal costs and any remaining unpaid amounts for the full term of the Agreement.

C. Either party may terminate this Agreement for any reason by providing ninety (90) days written notice to the other party. In the event of such termination, Advertiser shall be responsible for payment through the effective date of termination, and SPOT shall provide a pro-rated refund of any prepaid amounts for the period after removal of the advertisement.

- 4. PAYMENT SCHEDULE: Advertiser shall pay SPOT, as set forth in the fee schedule attached in Exhibit A based on the duration of the Advertising Period set forth in Section 2 of this agreement. The payment shall be made no later than one month after the advertising media is installed and the bus is in service. A delinquency charge on any installment not paid in full within thirty (30) days after its due date, of five percent (5%) of the unpaid amount of the installment will be assessed, or twelve dollars and fifty cents (\$12.50), whichever is greater.
- **5. ADVERTISING MEDIA AND INSTALLATION:** Advertiser is responsible for the cost and providing graphic "advertising concepts" of their own design to SPOT for approval. Once SPOT approves the advertising concept, SPOT shall contact a vendor for media production and installation.
- 6. COMPLIANCE WITH ADVERTISING POLICY: Advertiser acknowledges receipt of and agrees to comply with SPOT's Transit Advertising Policy, which is incorporated by reference into this Agreement. SPOT reserves the right to reject or remove any advertisement that, in SPOT's sole discretion, does not comply with the Advertising Policy. Advertiser acknowledges that SPOT maintains advertising as a non-public forum and reserves full discretion to control advertising content as outlined in the Advertising Policy.
- 7. INDEMNIFICATION AND HOLD HARMLESS: Advertiser is solely responsible for any legal liability arising out of or relating to the advertisement, and/or such violations as infringement or misappropriation of any copyright, patent, trade secret, unfair competition, defamation, invasion of privacy or rights of celebrity,

violation of any anti-discrimination law or regulation, or any other right of any person or entity. Advertiser agrees to indemnify and hold harmless SPOT, its agents, officers and employees from and against any and all liability, expense, including attorney's fees, and claims for damages of any nature whatsoever, for any and all damages relating to or resulting from the advertisement.

8. NOTICES: Any notice required or permitted under this Agreement shall be in writing and delivered either (a) by certified mail, return receipt requested, (b) by personal delivery, or (c) by email with confirmation of receipt. Notices shall be sent to the addresses below or to such other address as either party may specify in writing:

Advertiser and Authorized Representative:
Mailing Address:
Town, State Zip:
Email:

Selkirks-Pend Oreille Transit Attn: Donna Griffin, Executive Director 31656 Highway 200 Box 8 Ponderay, ID 83852 dgriffin@spotbus.org

- **9. RENEWAL:** This Agreement may be renewed upon its expiration by mutual written agreement of both parties. Any renewal shall be documented in writing and signed by authorized representatives of both SPOT and Advertiser. If both parties agree to renewal, SPOT may allow continuation of the same advertising media if the quality has not deteriorated to an unacceptable level as determined by SPOT.
- **10. VENUE**: In the event any legal proceeding is instituted between the Parties, such legal proceeding shall be instituted exclusively in the courts of Bonner County, State of Idaho.
- **11. WAIVER**: No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any other covenant, term or condition herein.
- **12. ENTIRE AGREEMENT**: This Agreement and all exhibits and attachments are the complete and exclusive agreement between the parties with respect to the subject

matter hereof, superseding and replacing all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

The following Exhibits are attached to this Sponsorship and Advertising Agreement and by reference the most current copy is made a part hereof.

Exhibit "A": Advertising Fee Schedule

 Subsequent payment of \$______
 will be paid _______
 and paid off by ______.

 (Agreed upon amount)
 (Frequency (Date due))

If payment is not received within 60 days, SPOT Bus will remove the advertising IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last of the individuals to sign.

[Signatures on Following Page]

Selkirks-Pend Oreille Transit Authority

Company/Advertiser:_____

Donna Griffin

Executive Director

Selkirks-Pend Oreille Transit Authority

31656 Highway 200 Box 8 Ponderay, ID, 83852

208-263-3774 dgriffin@spotbus.org Authorized representative signature

Title _____

Name of Company/Advertiser

Address_____

Street, City, State, zip code

Phone: Email :

Date_____

Date _____

Exhibit "A" Continued Bus Advertising Fee Schedule for Buses Under 30 Feet Long

Bus	Cost per Month	Location on the bus for advertisement	Approximate square footage	Comments	Placement. Please see attached pictures	Approx. 2025 cost for Ad Wrap and removal – Art ready. Courtesy of 4-D Wraps
1 bus	\$1,000	Whole back	72 sq. Feet	Includes window space/perf.	Whole rear panel (top to bottom)	\$1,404
6 to12 hours per day	\$500	Half back upper	36 sq. Feet	Includes window space/perf.	Top half of rear panel (high half)	\$ 702
	\$500	Half back lower	36 sq. Feet	Includes window space/perf.	Bottom half of rear panel (low half)	\$ 702
1 bus 6 to12 hours per day	\$800	Whole curb side of bus	58 - 73 sq. Feet	Includes window space/perf.	Whole curbside panel includes windows and above.	\$ 1,953
	\$400	Half curb side of the bus – left/rear	29 - 36 sq. Feet	Includes window space/perf.	Under windows low panel will be SPOT ID information	\$ 980
	\$400	Half curb side of the bus right/near service door	29 - 36 sq. Feet	Includes window space/perf.	Does not include the service door	\$ 980
Buy a spot on the	\$ 125	Buy a spot on the SPOT	12 - inch diameter	Х	Perfect for a logo or a short	TBD by installer
SPOT Bus	\$ 175	Bus.	18 - inch diameter	Х	message	

Advertiser must pay the cost per month to SPOT Bus. Advertiser must also pay for graphics and installation directly to the installer. Prices include wrap removal cost.

Buses do not operate every day to allow for cleaning, maintenance and repairs. Buses may operate up to seven days per week.

Rear View Space and lines are approximate



Curbside View (space above the line and behind the service door - approximate location).



Buy a spot on the SPOT Bus (approximate locations circled in black under the windows).

