

**DRAFT**



## **Bonner County**

### **Board of Commissioners**

Luke Omodt

Steve Bradshaw

Asia Williams

November 21, 2023

## **Memorandum**

**CONSENT  
AGENDA**

To: Bonner County Commissioners

Re: Adopting the Order of the Agenda as Presented

A suggested Motion would be: **Mr. Chairman I move to adopt the order of agenda as presented.**

Consent Agenda  
The Consent Agenda includes:

#### **CONSENT AGENDA – Action Item**

- 1) Bonner County Commissioners' Minutes for November 14, 2023
- 2) Liquor Licenses: Inn at Priest Lake, Coolin; Smokesmith BAR-B-QUE, Sandpoint; The View Café, Cocolalla; 74 Main Public House, Priest River; Schweitzer Mountain Resort, Sandpoint; Stateline tavern, Oldtown; Lodge at Sandpoint, Sagle; Hill's Resort, Priest Lake; Priest Lake Brewing, Priest Lake (2); Elkins Resort, Priest Lake; Safeway, Sandpoint; Bab's Pizzeria, Sandpoint; Waterfront Express, Sandpoint; The Happy Hour, Kootenai; Klondyke Café and Tavern, Laclede; Dollar General Store #23351, Sagle; Dollar General Store #23769, Priest River
- 3) Invoices Over 5K: Risk, Sheriff's Office Marine, Sheriff's Office (3, 2 Confidential), BOCC
- 4) Plats for Approval: MLD0085-22 Nielsen Subdivision; MLD0041-23 M&M Acres; Final Plat, MLD0062-22 Bowers Estates; Final Plat MLD0117-22 McKnight Estates; Final Plat MLD0178-21 B&C Estates

A suggested motion would be: **Mr. Chairman, based on the information before us I move to approve the consent agenda as presented.**

Recommendation Acceptance: ☐ yes ☐ no \_\_\_\_\_ Date: \_\_\_\_\_  
Luke Omodt, Chairman



# Bonner County

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## Board of Commissioners

Luke Omodt

Steve Bradshaw

Asia Williams

### MINUTES FOR THE BONNER COUNTY BOARD OF COMMISSIONERS' MEETING

November 14, 2023 – 9:00 A.M.

Bonner County Administration Building  
1500 Hwy 2, Suite 338, Sandpoint, ID

On Tuesday, November 14, 2023, the Bonner County Commissioners met for their regularly scheduled meeting with Commissioners Omodt, Bradshaw, and Williams present. Commissioner Omodt called the meeting to order at 9:00 a.m. The Invocation was presented by Pastor Mark Hammer and the Pledge of Allegiance followed.

#### PUBLIC COMMENT –

Amy Lunsford – Addressed the ICCO and what it is and discussed PRR's in reference to such group. A PRR was submitted, and all records were denied due to attorney client privileges, curious about the double standards in records releases.

Dian Welle – Commented on the war against the people and discussed an ES last week. Addressed motions that were made last week. Directed several questions to Commissioner Omodt. Stated that Commissioner Omodt is tying Commissioner Williams' hands in many ways. Discussed emails and mail tampering. Addressed concerns regarding Commissioner Bradshaw. Submitted statement for the record.

Daniel Welle – Stated that he wonders why the Board fails to heed the advice of legal counsel. Asked why the Commissioners continually puts the county at risk and consistently spends taxpayer dollars needlessly.

Kristina L. Nicholas Anderson – Recent PRR's have been denied, discussed the address confidentiality program and its purpose. Stated that one of the Commissioners have applied to this program to hide from record's request. Stated it seems like a wonderful program, not one to be abused. Stated that one commissioner submitted PRR for another Commissioners property valuation prior to an accusation.

Steve Wasylo – Asked all the Commissioners if they were current on paying taxes. Asked if any commissioners have ever had an order of protection placed against them.

Darla Fletcher – Started off by saying that she is grieved that she has to say the things she has to say today. Read a statement from a Commissioners Facebook page. Discussed tax liens and results from a PRR by the state tax commission. Discussed a PRR placed with Washington state and its results. Both submitted into to the record.

Patty Omodt – Discussed the Sheriff's job description and other activities that she believes has happened and has been happening. Asked if the other Commissioners were afforded a paralegal as she stated that Commissioner Williams has been assigned Scott Bauer as a paralegal. Discussed job descriptions and who is working outside of their job descriptions.

Susan Bowman – In June of 2022 the Zoning Commission approved an RV park and it was appealed to the BOCC, which was upheld. The people appealed it to the courts and the judge remanded it back to the Board. Stated that Commissioner Omodt has known about the hearing for over six weeks but scheduled himself to be in Boise. The hearing was then continued to two days later, not allowing ample time for people to get there. Stated that Commissioner Omodt gave the same reason for approval as former Commissioner Dan McDonald. Addressed zoning rights.

Jodi McPhee – Stated that she is a domestic violence survivor, addressed the Sheriff's presence in the meetings. Asked several questions regarding the deputy's presence. As a victim of domestic violence, she is wondering if she would have been afforded the same taxpayer funded protection. Commissioner Williams responded to Ms. McPhee.

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Spencer Hutchings – Discussed the individuals making public comments. Commented on the Sheriff's presence in the room. Asked Commissioner Bradshaw about his part in the TRO. Asked Commissioner Bradshaw if the voicemail left Prosecutor Marshall was him.

Wayne Martin – Stated that there is inconsistent application of the Chairman's rules, including time speaking. Addressed a previous remark by stating that the BOCC appoints the Fairboard. Stated he is confused about the water supply for the RV park in Blanchard and potential emergencies.

Rick Kramer – Addressed Commissioner Williams and thanked her for having the courage to stand up to bullies day after day. Stated that he feels that the majority of Bonner County is behind her.

Kristine Logue (Noella) – Appreciates Commissioner William's hard work. Hopes she can keep her head up. Stated that she feels there is no reason for someone to have their address out there, considering the ugly comments on social media.

Jonna Plante – Stated that she is trying to figure out who is being honest and that she is surprised that Commissioner Bradshaw continues to say that judges are wrong. Apologized to Commissioner Williams.

Suzanne Glasoe – Discussed her PRR's and lack of attention to them. Asked that the board keep everything on the record. Commissioner Omodt addressed this speaker. Commissioner Williams responded to Commissioner Omodt's comment.

Jim Leighty – Stated that he feels like there is a lot of shady stuff going on in Bonner County. Addressed a history of that. Discussed the Prosecutor and the Sheriff.

Kevin Moore- Reminded the audience about praying, and that we should be coming together for the well being of the people. Discussed an event in Sandpoint today and other events happening in the world. Has problem with Elected Officials taking too much power. Discussed religion and politics and ended with scripture.

Dave Bowman – Discussed the Special Meeting at 2:30 today and stated that everyone should attend. Addressed the posting of the notice.

Susan Drumheller – Stated that she is on the Board of Project 7B and thanked the Board for reading their letter on the record last week. Stated that the Board has differing opinions than the court. Asked that the Board revisit the MLD code. Discussed the numbers of land divisions in the county and the public's interest.

Sheryl Messer – Discussed the Public Meeting scheduled for today and asked for clarification.

George Gehrig – Is pleased that Commissioner Omodt is acknowledging First Amendment Rights today and reminded the public that the BCRCC rebuked Commissioner Omodt and Commissioner Bradshaw twice.

Thomas Fletcher – Stated that over the last 10 months there have been mean spirited comments toward Commissioner's Omodt and Bradshaw consistently.

#### **ADOPT ORDER OF THE AGENDA AS PRESENTED**

Commissioner Bradshaw made a motion to adopt the order of agenda as presented. Commissioner Williams seconded the motion to advance for discussion.

Commissioner Williams inquired about the Litigation ES placed on the agenda for today. Also asked why the Special Meeting for today was not added to the agenda for today. Commissioner Omodt responded.

Commissioner Williams made a motion to amend the agenda by removing Executive Session – BOCC – Litigation. Commissioner Omodt stepped down from the Chair and seconded the motion.

Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. The motion passed.

Commissioner Williams moved that the amended agenda be approved. Commissioner Bradshaw seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. The motion passed.

**DISTRICT 1 REPORT** – Commissioner Bradshaw gave an extensive report of issues and activities.

**DISTRICT 2 REPORT** – Commissioner Williams addressed multiple public comments. Commissioner Williams gave an extensive report of issues and activities. Invited public questions and comments.

Commissioner Omodt recessed the meeting for 5 minutes at 10:40

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Commissioner Omodt reconvened the meeting at 10:46 a.m.

**DISTRICT 3 REPORT** – Commissioner Omodt gave an extensive report of issues and activities.

**CONSENT AGENDA** – Action Item

- 1) Bonner County Commissioners' Minutes for November 7, 2023
- 2) Liquor Licenses: EZ Stop, Blanchard; Mac's Gas & Grocery, Blanchard; Settlement Kitchen & Craft Tavern, Priest River; Samuels Store, Sandpoint; The Bernklau, Sandpoint; Sandpoint Gas n Go, Sandpoint; Pend Oreille Winery (2), Sandpoint; Monarch Market, Clark Fork; S&S Petroleum, INC, Oldtown; Capt'n's Table, Sagle; Ice House Pizzeria, Hope; Hays Chevron, Clark Fork; Sandbar, Sandpoint; Nordman Resort, Priest River

- 3) Invoices Over 5K: Risk Management, Courts (2), Technology

Commissioner Williams made a motion to approve the consent agenda as presented. Commissioner Bradshaw seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. The motion passed.

**CLERK** – Mike Rosedale

- 1) Action Item: Discussion/Decision Regarding FY24 Claims Batch #3 \$1,827,690.41 & Demands in Batch #3 \$264,978.63, Totaling **\$2,092,669.04**

Claims Batch #3	
General Fund	\$ 649,299.93
Road & Bridge	\$ 73,999.80
Airport	\$ 3,816.17
Elections	\$ 4,249.93
911 Fund	\$ 19,111.84
Indigent & Charity	\$ 1,900.00
Revaluation	\$ 968.91
Solid Waste	\$ 774,954.88
Tort	\$ 6,104.69
Weeds	\$ 178.39
Parks & Recreation	\$ 761.17
Justice Fund	\$ 197,343.52
Waterways	\$ 877.60
Grants	\$ 74,268.95
Self-Insured Medical	\$ 108.75
Northside Fire	\$ 4,710.00
Spirit Lake Fire	\$ 13,868.42
Auditors Trust	\$ 1,167.46
Total	\$ 1,827,690.41
Claims Batch #3	
Demands	\$ 264,978.63

Commissioner Bradshaw made a motion to approve payment of the FY24 Claims and Demands in Batch #3 Totaling \$2,092,669.04. Commissioner Williams seconded the motion. There was a question regarding the bills paid in the claim's batches.

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Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. The motion passed.

- 2) Action Item: Discussion/Decision Regarding FY24 EMS Batch #3 \$43,889.62 & Demands in Batch #3 \$8,048.37, Totaling **\$51,937.99**

EMS Claims Batch #3	
Ambulance District	\$ 43,889.62
EMS Claims Batch #3	
Demands	\$ 8,048.37

Commissioner Williams made a motion to approve payment of the FY24 EMS Claims and Demands in Batch #3 Totaling \$51,937.99 Commissioner Bradshaw seconded the motion.

Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. The motion passed.

**FACILITIES**– Teddi Lupton

- 1) Action item: Discussion/Decision Regarding Budget Transfer, Maintenance to Sheriff's Office; **Resolution** Commissioner Bradshaw made a motion to approve Resolution 2023-91 and authorize the transfer of \$50,000.00 from Justice Fund Facilities 03410/7530 to the Justice Fund Sheriff's Building Maintenance budget 036450/7430 and authorize the Chairman to sign administratively. Commissioner Williams seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. The motion passed.

**SHERIFF – MARINE** – Doug McGeachy

- 1) Action Item: Discussion/Decision Regarding Carryover Funds, Marine Division Account; **Resolution** Commissioner Williams made a motion to approve Resolution 2023-92 authorizing the transfer of funds from the Marine Division's FY2023 miscellaneous revenue line item (03479/5670) to the FY2024 equipment line item (03479/8590) in the amount of \$15,000.00. Commissioner Bradshaw seconded the motion.

Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. The motion passed.

- 2) Action Item: Discussion/Decision Regarding Reauthorization for Purchase of Changeable Message Sign; **\$15,000**

Commissioner Bradshaw made a motion to renew the approval to purchase a Changeable Message Sign for the Marine Division from Stalker Radar Applied Concepts, Inc in the amount of \$15,000.00. Commissioner Williams seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. The motion passed.

**SOLID WASTE** – Melissa Gault

- 1) Action Item: Discussion/Decision Regarding Intent to Renew, Municipal Lease Purchase, Umpqua Bank, Backhoe; **\$24,888.75 Annually**

Commissioner Williams made a motion to approve that the County approve the Letter of Intent to renew the backhoe lease purchase agreement with Umpqua Bank and the Chairman to sign administratively. Commissioner Bradshaw seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. The motion passed.

**BOCC** – Commissioner Luke Omodt

- 1) Action Item: Discussion/Decision Regarding National Apprenticeship Week, November 13-19, 2023; **Proclamation**

Commissioner Bradshaw made a motion to approve the Bonner County Proclamation acknowledging National Apprenticeship Week, November 13-19, 2023. Commissioner Williams seconded the motion.

Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. The motion passed.

**DRAFT**

**BOCC – Commissioner Asia Williams**

1) Action Item: Discussion/Decision Regarding Utilization of a Central Email Address for the Board  
Commissioner Williams made a motion to remove the individual commissioner email addresses and to utilize a central email address for all three Commissioners. Commissioner Omodt stepped down from the chair and seconded the motion.

Clerk Rosedale stated that among his concerns are serial meetings. Commissioner Williams stated that she spoke with legal and stated that this would bring issues into the light as issues need to be brought to a meeting and before the public. Other public comments were made regarding this item.

Commissioner Omodt recessed the meeting for 5 minutes at 11:49 a.m.  
Commissioner Omodt reconvened the meeting at 11:54 a.m.

Public comments continued on this item. Commissioner Omodt ended public comment at 11:58 a.m.  
Commissioner Omodt asked to clarify the motion. Commissioner Omodt inquired about legal review.

Commissioner Omodt made a motion to amend the agenda to table this item until legal review is provided to the entire board. Commissioner Bradshaw seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – No, Commissioner Bradshaw – Yes. The motion passed.

2) Action Item: Discussion/Decision Regarding Addition of a Full Time Employee specifically for Public Record's Requests

Commissioner Omodt asked Commissioner Williams to clarify her item.

Commissioner Williams made a motion to add a full-time employee specifically for public records requests. There was not a second. The motion died.

**PUBLIC COMMENT**

Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. The motion passed.

3) Action Item: Discussion/Decision Regarding the Audit Committee Formed, Delegating the Powers of the Board  
Commissioner Omodt read an email regarding the audit committee and presented the audited financial statements of Bonner County. Explained the process for Request for Proposals and Request for Qualifications. Commissioner Williams responded to Commissioner Omodt, also stating that the Board needed to follow the direction of legal. Clerk Rosedale spoke regarding his concerns regarding the current external auditor and the discussions surrounding that firm, also his concerns moving forward. Commissioner Williams responded. Clerk Rosedale spoke again regarding the process of obtaining an external auditor. Also discussed claims made against the Auditor's Office and asked why Commissioner Williams why she has remained silent throughout all of the discussions surrounding this. Commissioner Williams responded to Clerk Rosedale. Commissioner Omodt responded to multiple comments. Commissioner Williams stated again that the audit is needed. Commissioner Bradshaw stated that county commissioners are not allowed to solicit quotes from vendors. Commissioner Omodt read from county code. Clerk Rosedale stated that his main concerns are the retention of external auditors and is ok with not having an audit committee.

Commissioner Williams made a motion to disband the audit committee. No second. The motion dies.

**PUBLIC COMMENT**

Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. The motion passed.

Commissioner Omodt recessed the meeting at 12:34 p.m.  
Commissioner Omodt reconvened the meeting at 12:53 p.m.

Commissioner Omodt stated that he is in disagreement with Officer Riffle being in the room during ES  
Commissioner Bradshaw stated that he is in disagreement with Officer Riffle being in the room

**DRAFT**

Commissioner Williams stated she would make it easy and leave the room.

**EXECUTIVE SESSION – Human Resources**

- 1) Executive Session under Idaho Code § 74-206 (1) (B) Personnel  
Action Item: Discussion/Decision Regarding Assessor's Office

At 12:56 a.m. Commissioner Bradshaw made a motion to go into Executive Session under Idaho Code § 74-206 (1) (B) Personnel. Commissioner Williams/Bradshaw/Omodt stepped down from the chair and seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. The motion passed.

Commissioner Omodt reconvened the meeting at 1:00 p.m.

**EXECUTIVE SESSION – BOCC THIS ITEM WAS REMOVED**

- 1) Executive Session under Idaho Code § 74-206 (1) (F) Litigation  
Action Item: Discussion/Decision Regarding Litigation

The meeting was adjourned at 1:00 p.m.

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The following is a summary of the Board of County Commissioners  
Special Meetings, (including Tax Cancellations, Assistance Meetings/Admin and other) Executive Sessions,  
Emergency Meetings and Hearings held during the week of November 7, 2023 – November 13, 2023  
Copies of the complete meeting minutes are available upon request.

No meetings and no decisions took place.

ATTEST: Michael W. Rosedale

By \_\_\_\_\_  
Chairman Luke Omodt

By \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date

2024

BONNER COUNTY  
STATE OF IDAHO

No. 2024-53

## RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT FRISCO MOUNTAIN INC  
doing business as INN AT PRIEST LAKE  
at 5310 DICKENSHEET RD, COOLIN, ID 83821  
a(n) CORPORATION, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of said County, on file in the office of the Clerk of the Board at the Bonner County Courthouse, Sandpoint, Idaho.

Dated: 12/01/2023

Bottled/canned beer, Consumed off premise	\$0.00
Bottled/canned beer, Consumed on premise	\$0.00
Draft beer, Includes draft, bottled, and/or canned	\$100.00
Wine by the glass	\$100.00
Wine by the bottle	\$25.00
Liquor	\$0.00
Application Fee	\$5.00
<b>Total</b>	<b>\$230.00</b>

(SEAL)

*By Cynthia Brannon*  
Clerk of the Board of County Commissioners

\_\_\_\_\_  
Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE and EXPIRES 12/31/2024.  
Witness my hand and seal this 21st of November, 2023.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

DRAFT



Bonner County Recorder  
Michael W. Rosedale - County Clerk  
1500 Highway 2  
Suite 335  
Sandpoint, ID 83864  
Phone: (208) 265-1490  
Fax: (208) 255-7849

**FOR OFFICE USE ONLY**

Premise No. 7B-21814  
State Lic No. 21814  
Issue Date: 12/01/2023  
County No. 2024-53  
Total Fees: \$230.00  
Deputy Initials: cbrannon

## Retail Alcohol Beverage License Application

You must provide a copy of your newly issued State of Idaho Retail Alcohol Beverage License

**1. Application Type**

- ☒ Renewal  
☐ Seasonal (month open \_\_\_\_\_.)  
☐ New (complete page 2)  
☐ Transfer (complete page 2)  
(include transfer fee of \$20.00)

**2. Type of Business**

- ☐ Individual ☐ LLC  
☐ Partnership ☐ LLP  
☒ Corporation

**3. Location of Facility**

- ☐ Inside city limits  
☐ Outside city limits

**4. License Type**

- ☐ Bottled/canned beer (retail only)  
☐ Bottled/canned beer  
☒ Draft beer  
☒ Wine by the glass  
☒ Wine by the bottle  
☐ Liquor  
☒ Application Fee  
Total Fees
- Consumed off premise  
Consumed on or off premise  
Includes draft, bottled, and/or canned

**County Fee**

\$ 0.00  
\$ 0.00  
\$ 100.00  
\$ 100.00  
\$ 25.00  
\$ 0.00  
\$ 5.00  
\$ \$230.00

**FOR OFFICE  
USE ONLY**

**Prorated Fee**

(If applicable)

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

**5. Applicant Information**

Doing Business As: INN AT PRIEST LAKE  
Business Phone Number: (208) 443-2447  
Business Physical Address: 5310 DICKENSHEET RD  
City: COOLIN State: ID Zip Code: 83821

**6. Business Information**

Business Name: FRISCO MOUNTAIN INC  
Primary Contact Name: BILL MEYERS  
Primary Contact Phone Number: (719) 210-4439  
Mailing Address: 1130 MONTEZUMA RD  
City: COLORADO SPRINGS State: CO Zip Code: 80920

Email Address: \_\_\_\_\_  
Please indicate address to send future correspondence: ☐ Business Physical Address ☒ Mailing Address ☐ Email

APPLICANT'S SIGNATURE: William A. "Bill" Meyers  
Signer must be authorized to sign for documents pertaining to the Alcohol Beverage Control.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board of County Commissioners *Mail - See note on our letter*

2024

BONNER COUNTY  
STATE OF IDAHO

No. 2024-092

## RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT SMOKESMITH BAR-B-QUE LLC  
doing business as SMOKESMITH BAR-B-QUE  
at 102 S BOYER AVENUE, SANDPOINT, ID 83864  
a(n) LLC, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of  
Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the  
regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of  
said County, on file in the office of the Clerk of the Board at the Bonner County Courthouse, Sandpoint, Idaho.

Dated: 12/01/2023

Bottled/canned beer, Consumed off premise	\$0.00
Bottled/canned beer, Consumed on premise	\$0.00
Draft beer, Includes draft, bottled, and/or canned	\$100.00
Wine by the glass	\$100.00
Wine by the bottle	\$25.00
Liquor	\$0.00
Application Fee	\$5.00
<b>Total</b>	<b>\$230.00</b>

(SEAL)

Bridgette Centorbi  
Clerk of the Board of County Commissioners

\_\_\_\_\_  
Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE and EXPIRES 12/31/2024.

Witness my hand and seal this 21st of November, 2023.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

DRAFT



Bonner County Recorder  
Michael W. Rosedale - County Clerk  
1500 Highway 2  
Suite 335  
Sandpoint, ID 83864  
Phone: (208) 265-1490  
Fax: (208) 255-7849

**DRAFT**

**FOR OFFICE USE ONLY**

Premise No. 7B-35661  
State Lic No. 35661  
Issue Date: 12/01/2023  
County No. 2024-092  
Total Fees: \$230.00  
Deputy Initials: bcentorbi

## Retail Alcohol Beverage License Application

You must provide a copy of your newly issued State of Idaho Retail Alcohol Beverage License

### 1. Application Type

- ☒ Renewal  
☐ Seasonal (month open \_\_\_\_\_.)  
☐ New (complete page 2)  
☐ Transfer (complete page 2)  
(include transfer fee of \$20.00)

### 2. Type of Business

- ☐ Individual  
☐ Partnership  
☐ Corporation  
☒ LLC  
☐ LLP

### 3. Location of Facility

- ☐ Inside city limits  
☐ Outside city limits

### 4. License Type

- ☐ Bottled/canned beer (retail only)  
☐ Bottled/canned beer  
☒ Draft beer  
☒ Wine by the glass  
☒ Wine by the bottle  
☐ Liquor  
☒ Application Fee  
Total Fees
- Consumed off premise  
Consumed on or off premise  
Includes draft, bottled, and/or canned

#### County Fee

\$ 0.00  
\$ 0.00  
\$ 100.00  
\$ 100.00  
\$ 25.00  
\$ 0.00  
\$ 5.00  
\$ \$230.00

#### FOR OFFICE USE ONLY

#### Prorated Fee

(If applicable)

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

### 5. Applicant Information

Doing Business As: SMOKESMITH BAR-B-QUE

Business Phone Number: (208) 920-0517

Business Physical Address: 102 S BOYER AVENUE

City: SANDPOINT State: ID Zip Code: 83864

### 6. Business Information

Business Name: SMOKESMITH BAR-B-QUE LLC

Primary Contact Name: KATELYN SMITH

Primary Contact Phone Number: (209) 735-0207

Mailing Address: 102 S BOYER AVENUE

City: SANDPOINT State: ID Zip Code: 83864

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

Please indicate address to send future correspondence: ☐ Business Physical Address ☒ Mailing Address ☐ Email

APPLICANT'S SIGNATURE: [Signature]  
Signer must be authorized to sign for documents pertaining to the Alcohol Beverage Control.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board of County Commissioners

2024

BONNER COUNTY  
STATE OF IDAHO

No. 2024-091

## RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT \_\_\_\_\_ THE GALLOP CIRCLE INC  
doing business as \_\_\_\_\_ THE VIEW CAFE  
at \_\_\_\_\_ 462109 HIGHWAY 95, COCOLALLA, ID 83813  
a(n) \_\_\_\_\_ CORPORATION \_\_\_\_\_, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of said County, on file in the office of the Clerk of the Board at the Bonner County Courthouse, Sandpoint, Idaho.

Dated: 12/01/2023

Bottled/canned beer, Consumed off premise	\$0.00
Bottled/canned beer, Consumed on premise	\$0.00
Draft beer, Includes draft, bottled, and/or canned	\$100.00
Wine by the glass	\$100.00
Wine by the bottle	\$0.00
Liquor	\$0.00
Application Fee	\$5.00
<b>Total</b>	<b>\$205.00</b>

\_\_\_\_\_  
Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE and EXPIRES 12/31/2024.  
Witness my hand and seal this 21st of November, 2023.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

(SEAL)

*Cynthia Brannon*  
Clerk of the Board of County Commissioners

DRAFT



Bonner County Recorder  
Michael W. Rosedale - County Clerk  
1500 Highway 2  
Suite 335  
Sandpoint, ID 83864  
Phone: (208) 265-1490  
Fax: (208) 255-7849

**FOR OFFICE USE ONLY**

Premise No. 7B-30587  
State Lic No. 30587  
Issue Date: 12/01/2023  
County No. 2024-091  
Total Fees: \$205.00  
Deputy Initials: cbrannon

## Retail Alcohol Beverage License Application

You must provide a copy of your newly issued State of Idaho Retail Alcohol Beverage License

**1. Application Type**

- ☒ Renewal  
☐ Seasonal (month open \_\_\_\_\_.)  
☐ New (complete page 2)  
☐ Transfer (complete page 2)  
(include transfer fee of \$20.00)

**2. Type of Business**

- ☐ Individual  
☐ Partnership  
☒ Corporation  
☐ LLC  
☐ LLP

**3. Location of Facility**

- ☐ Inside city limits  
☐ Outside city limits

**4. License Type**

- ☐ Bottled/canned beer (retail only) Consumed off premise  
☐ Bottled/canned beer Consumed on or off premise  
☒ Draft beer Includes draft, bottled, and/or canned  
☒ Wine by the glass  
☐ Wine by the bottle  
☐ Liquor  
☒ Application Fee  
Total Fees

**County Fee**

\$ 0.00  
\$ 0.00  
\$ 100.00  
\$ 100.00  
\$ 0.00  
\$ 0.00  
\$ 5.00  
\$ \$205.00

**FOR OFFICE  
USE ONLY**

**Prorated Fee**  
(If applicable)

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

**5. Applicant Information**

Doing Business As: THE VIEW CAFE  
Business Phone Number: (208) 263-5919  
Business Physical Address: 462109 HIGHWAY 95  
City: COCOLALLA State: ID Zip Code: 83813

**6. Business Information**

Business Name: THE GALLOP CIRCLE INC  
Primary Contact Name: NICOLE WELCH  
Primary Contact Phone Number: (208) 610-7364  
Mailing Address: PO BOX 1104  
City: SAGLE State: ID Zip Code: 83860  
Email Address: \_\_\_\_\_

Please indicate address to send future correspondence: ☐ Business Physical Address ☒ Mailing Address ☐ Email

**APPLICANT'S SIGNATURE:**

Signer must be authorized to sign for documents pertaining to the Alcohol Beverage Control.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board of County Commissioners *Mailed to PO Box 1104*

2024

BONNER COUNTY  
STATE OF IDAHO

No. 2024-090

## RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT THE BEARDMORE BISTRO LLC  
doing business as 74 MAIN PUBLIC HOUSE  
at 74 MAIN STREET, PRIEST RIVER, ID 83856  
a(n) LLC, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of  
Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the  
regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of  
said County, on file in the office of the Clerk of the Board at the Bonner County Courthouse, Sandpoint, Idaho.

Dated: 12/01/2023

Bottled/canned beer, Consumed off premise	\$0.00
Bottled/canned beer, Consumed on premise	\$0.00
Draft beer, Includes draft, bottled, and/or canned	\$100.00
Wine by the glass	\$100.00
Wine by the bottle	\$25.00
Liquor	\$0.00
Application Fee	\$5.00
<b>Total</b>	<b>\$230.00</b>

\_\_\_\_\_  
Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE and EXPIRES 12/31/2024.  
Witness my hand and seal this 21st of November, 2023.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

(SEAL) By: Bridgette Centorbi  
Clerk of the Board of County Commissioners

DRAFT



Bonner County Recorder  
Michael W. Rosedale - County Clerk  
1500 Highway 2  
Suite 335  
Sandpoint, ID 83864  
Phone: (208) 265-1490  
Fax: (208) 255-7849

**FOR OFFICE USE ONLY**

Premise No. 7B-16288  
State Lic No. 16288  
Issue Date: 12/01/2023  
County No. 2024-090  
Total Fees: \$230.00  
Deputy Initials: bcentorbi

## Retail Alcohol Beverage License Application

You must provide a copy of your newly issued State of Idaho Retail Alcohol Beverage License

**1. Application Type**

- ☒ Renewal  
☐ Seasonal (month open \_\_\_\_\_.)  
☐ New (complete page 2)  
☐ Transfer (complete page 2)  
(include transfer fee of \$20.00)

**2. Type of Business**

- ☐ Individual  
☐ Partnership  
☐ Corporation  
☒ LLC  
☐ LLP

**3. Location of Facility**

- ☐ Inside city limits  
☐ Outside city limits

**4. License Type**

- ☐ Bottled/canned beer (retail only)  
☐ Bottled/canned beer  
☒ Draft beer  
☒ Wine by the glass  
☒ Wine by the bottle  
☐ Liquor  
☒ Application Fee  
Total Fees
- Consumed off premise  
Consumed on or off premise  
Includes draft, bottled, and/or canned

**County Fee**

\$ 0.00  
\$ 0.00  
\$ 100.00  
\$ 100.00  
\$ 25.00  
\$ 0.00  
\$ 5.00  
\$ \$230.00

**FOR OFFICE  
USE ONLY**

**Prorated Fee**

(If applicable)

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

**5. Applicant Information**

Doing Business As: 74 MAIN PUBLIC HOUSE

Business Phone Number: (208) 428-7800

Business Physical Address: 74 MAIN STREET

City: PRIEST RIVER State: ID Zip Code: 83856

**6. Business Information**

Business Name: THE BEARDMORE BISTRO LLC

Primary Contact Name: KERRI

Primary Contact Phone Number: (208) 304-4600

Mailing Address: PO BOX 1932

City: PRIEST RIVER State: ID Zip Code: 83856

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

Please indicate address to send future correspondence: ☐ Business Physical Address ☒ Mailing Address ☐ Email

APPLICANT'S SIGNATURE: Kerrin T. Mast

Signer must be authorized to sign for documents pertaining to the Alcohol Beverage Control.

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

Board of County Commissioners

2024

BONNER COUNTY  
STATE OF IDAHO

No. 2024-089

## RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT HUSKY MOUNTAIN ACQUISITION INC  
doing business as SCHWEITZER MOUNTAIN RESORT  
at 1000 SCHWEITZER MTN RD, SANDPOINT, ID 83864  
a(n) CORPORATION, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of said County, on file in the office of the Clerk of the Board at the Bonner County Courthouse, Sandpoint, Idaho.

Dated: 12/01/2023

Bottled/canned beer, Consumed off premise	\$0.00
Bottled/canned beer, Consumed on premise	\$0.00
Draft beer, Includes draft, bottled, and/or canned	\$100.00
Wine by the glass	\$0.00
Wine by the bottle	\$0.00
Liquor	\$75.00
Application Fee	\$5.00
<b>Total</b>	<b>\$180.00</b>

\_\_\_\_\_  
Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE and EXPIRES 12/31/2024.  
Witness my hand and seal this 21st of November, 2023.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

(SEAL)

Bry. Bridgette Centorbi  
Clerk of the Board of County Commissioners

DRAFT



Bonner County Recorder  
Michael W. Rosedale - County Clerk  
1500 Highway 2  
Suite 335  
Sandpoint, ID 83864  
Phone: (208) 265-1490  
Fax: (208) 255-7849

#### FOR OFFICE USE ONLY

Premise No. 7B-15  
State Lic No. 4186  
Issue Date: 12/01/2023  
County No. 2024-089  
Total Fees: \$180.00  
Deputy Initials: bcentorbi

## Retail Alcohol Beverage License Application

You must provide a copy of your newly issued State of Idaho Retail Alcohol Beverage License

### 1. Application Type

- ☒ Renewal  
☐ Seasonal (month open \_\_\_\_\_.)  
☐ New (complete page 2)  
☐ Transfer (complete page 2)  
(include transfer fee of \$20.00)

### 2. Type of Business

- ☐ Individual  
☐ Partnership  
☒ Corporation  
☐ LLC  
☐ LLP

### 3. Location of Facility

- ☐ Inside city limits  
☐ Outside city limits

### 4. License Type

- ☐ Bottled/canned beer (retail only)  
☐ Bottled/canned beer  
☒ Draft beer  
☐ Wine by the glass  
☐ Wine by the bottle  
☒ Liquor  
☒ Application Fee

Consumed off premise  
Consumed on or off premise  
Includes draft, bottled, and/or canned

#### County Fee

\$ 0.00  
\$ 0.00  
\$ 100.00  
\$ 0.00  
\$ 0.00  
\$ 75.00  
\$ 5.00  
\$ \$180.00

#### FOR OFFICE USE ONLY

#### Prorated Fee

(If applicable)

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

### 5. Applicant Information

Doing Business As: SCHWEITZER MOUNTAIN RESORT  
Business Phone Number: (208) 263-9555  
Business Physical Address: 1000 SCHWEITZER MTN RD  
City: SANDPOINT State: ID Zip Code: 83864

### 6. Business Information

Business Name: HUSKY MOUNTAIN ACQUISITION INC  
Primary Contact Name: JADE SMITH  
Primary Contact Phone Number: (208) 255-9331  
Mailing Address: 10000 SCHWEITZER MTN RD  
City: SANDPOINT State: ID Zip Code: 83864

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

Please indicate address to send future correspondence: ☐ Business Physical Address ☒ Mailing Address ☐ Email

APPLICANT'S SIGNATURE: \_\_\_\_\_  
Signer must be authorized to sign for documents pertaining to the Alcohol Beverage Control.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board of County Commissioners

2024

BONNER COUNTY  
STATE OF IDAHO

No. 2024-088

## RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT STATELINE TAVERN INC  
doing business as STATELINE TAVERN  
at EAST 101 HIGHWAY 200, OLDTOWN, ID 83822  
a(n) CORPORATION, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of said County, on file in the office of the Clerk of the Board at the Bonner County Courthouse, Sandpoint, Idaho.

Dated: 12/01/2023

Bottled/canned beer, Consumed off premise	\$0.00
Bottled/canned beer, Consumed on premise	\$0.00
Draft beer, Includes draft, bottled, and/or canned	\$100.00
Wine by the glass	\$0.00
Wine by the bottle	\$0.00
Liquor	\$75.00
Application Fee	\$5.00
<b>Total</b>	<b>\$180.00</b>

\_\_\_\_\_  
Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE and EXPIRES 12/31/2024.  
Witness my hand and seal this 21st of November, 2023.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

(SEAL)

*By Cynthia Brannon*  
\_\_\_\_\_  
Clerk of the Board of County Commissioners

DRAFT



Bonner County Recorder  
Michael W. Rosedale - County Clerk  
1500 Highway 2  
Suite 335  
Sandpoint, ID 83864  
Phone: (208) 265-1490  
Fax: (208) 255-7849

**FOR OFFICE USE ONLY**

Premise No. 7B-80  
State Lic No. 2149  
Issue Date: 12/01/2023  
County No. 2024-088  
Total Fees: \$180.00  
Deputy Initials: cbrannon

## Retail Alcohol Beverage License Application

You must provide a copy of your newly issued State of Idaho Retail Alcohol Beverage License

**1. Application Type**

- ☒ Renewal  
☐ Seasonal (month open \_\_\_\_\_.)  
☐ New (complete page 2)  
☐ Transfer (complete page 2)  
(include transfer fee of \$20.00)

**2. Type of Business**

- ☐ Individual  
☐ Partnership  
☒ Corporation  
☐ LLC  
☐ LLP

**3. Location of Facility**

- ☐ Inside city limits  
☐ Outside city limits

**4. License Type**

- ☐ Bottled/canned beer (retail only)  
☐ Bottled/canned beer  
☒ Draft beer  
☐ Wine by the glass  
☐ Wine by the bottle  
☒ Liquor  
☒ Application Fee  
Total Fees
- Consumed off premise  
Consumed on or off premise  
Includes draft, bottled, and/or canned

**County Fee**

\$ 0.00  
\$ 0.00  
\$ 100.00  
\$ 0.00  
\$ 0.00  
\$ 75.00  
\$ 5.00  
\$ 180.00

**FOR OFFICE  
USE ONLY**

**Prorated Fee**

(If applicable)

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

**5. Applicant Information**

Doing Business As: STATELINE TAVERN  
Business Phone Number: (208) 946-9124  
Business Physical Address: EAST 101 HIGHWAY 200  
City: OLDTOWN State: ID Zip Code: 83822

**6. Business Information**

Business Name: STATELINE TAVERN INC  
Primary Contact Name: TINA CAMPBELL  
Primary Contact Phone Number: (208) 946-9124  
Mailing Address: PO BOX 1514  
City: NEWPORT State: WA Zip Code: 99156  
Email Address: \_\_\_\_\_

Please indicate address to send future correspondence: ☐ Business Physical Address ☒ Mailing Address ☐ Email

APPLICANT'S SIGNATURE: Tina Campbell  
Signer must be authorized to sign for documents pertaining to the Alcohol Beverage Control.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board of County Commissioners Mailed to PO Box

2024

BONNER COUNTY  
STATE OF IDAHO

No. 2024-087

## RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT THE LODGE AT SANDPOINT INC  
doing business as LODGE AT SANDPOINT  
at 41 LAKESHORE DRIVE, SAGLE, ID 83860  
a(n) CORPORATION, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of said County, on file in the office of the Clerk of the Board at the Bonner County Courthouse, Sandpoint, Idaho.

Dated: 12/01/2023

Bottled/canned beer, Consumed off premise	\$25.00
Bottled/canned beer, Consumed on premise	\$0.00
Draft beer, Includes draft, bottled, and/or canned	\$0.00
Wine by the glass	\$0.00
Wine by the bottle	\$25.00
Liquor	\$0.00
Application Fee	\$5.00
<b>Total</b>	<b>\$55.00</b>

\_\_\_\_\_  
Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE and EXPIRES 12/31/2024.  
Witness my hand and seal this 21st of November, 2023.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

(SEAL)

By Cynthia Brannon  
Clerk of the Board of County Commissioners

DRAFT



Bonner County Recorder  
Michael W. Rosedale - County Clerk  
1500 Highway 2  
Suite 335  
Sandpoint, ID 83864  
Phone: (208) 265-1490  
Fax: (208) 255-7849

**FOR OFFICE USE ONLY**

Premise No. 7B-23309  
State Lic No. 23309  
Issue Date: 12/01/2023  
County No. 2024-087  
Total Fees: \$55.00  
Deputy Initials: cbrannon

## Retail Alcohol Beverage License Application

You must provide a copy of your newly issued State of Idaho Retail Alcohol Beverage License

**1. Application Type**

- ☒ Renewal  
☐ Seasonal (month open \_\_\_\_\_.)  
☐ New (complete page 2)  
☐ Transfer (complete page 2)  
(include transfer fee of \$20.00)

**2. Type of Business**

- ☐ Individual  
☐ Partnership  
☒ Corporation  
☐ LLC  
☐ LLP

**3. Location of Facility**

- ☐ Inside city limits  
☐ Outside city limits

**4. License Type**

- ☒ Bottled/canned beer (retail only)  
☐ Bottled/canned beer  
☐ Draft beer  
☐ Wine by the glass  
☒ Wine by the bottle  
☐ Liquor  
☒ Application Fee  
Total Fees
- Consumed off premise  
Consumed on or off premise  
Includes draft, bottled, and/or canned

**County Fee**

\$ 25.00  
\$ 0.00  
\$ 0.00  
\$ 0.00  
\$ 25.00  
\$ 0.00  
\$ 5.00  
\$ 55.00

**FOR OFFICE  
USE ONLY**

**Prorated Fee**

(If applicable)

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

**5. Applicant Information**

Doing Business As: LODGE AT SANDPOINT

Business Phone Number: (208) 263-2211

Business Physical Address: 41 LAKESHORE DRIVE

City: SAGLE State: ID Zip Code: 83860

**6. Business Information**

Business Name: THE LODGE AT SANDPOINT INC

Primary Contact Name: LESLIE WOOD

Primary Contact Phone Number: (208) 263-2211

Mailing Address: 41 LAKE SHORE DRIVE

City: SAGLE State: ID Zip Code: 83860

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

Please indicate address to send future correspondence: ☐ Business Physical Address ☒ Mailing Address ☐ Email

APPLICANT'S SIGNATURE: \_\_\_\_\_

Signer must be authorized to sign for documents pertaining to the Alcohol Beverage Control.

APPROVED: \_\_\_\_\_

Board of County Commissioners

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

*mailed to Leslie 41 Lake Shore*

2024

BONNER COUNTY  
STATE OF IDAHO

No. 2024-62

## RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT HILL'S RESORT INC  
doing business as HILL'S RESORT  
at LUBY BAY, PRIEST LAKE, ID 83856  
a(n) CORPORATION, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of said County, on file in the office of the Clerk of the Board at the Bonner County Courthouse, Sandpoint, Idaho.

Dated: 12/01/2023

Bottled/canned beer, Consumed off premise	\$0.00
Bottled/canned beer, Consumed on premise	\$0.00
Draft beer, Includes draft, bottled, and/or canned	\$100.00
Wine by the glass	\$0.00
Wine by the bottle	\$0.00
Liquor	\$75.00
Application Fee	\$5.00
<b>Total</b>	<b>\$180.00</b>

\_\_\_\_\_  
Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE and EXPIRES 12/31/2024.  
Witness my hand and seal this 21st of November, 2023.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

(SEAL)

By Cynthia Brannow  
Clerk of the Board of County Commissioners

DRAFT



Bonner County Recorder  
Michael W. Rosedale - County Clerk  
1500 Highway 2  
Suite 335  
Sandpoint, ID 83864  
Phone: (208) 265-1490  
Fax: (208) 255-7849

**FOR OFFICE USE ONLY**

Premise No. 7B-18  
State Lic No. 2396  
Issue Date: 12/01/2023  
County No. 2024-62  
Total Fees: \$180.00  
Deputy Initials: cbrannon

## Retail Alcohol Beverage License Application

You must provide a copy of your newly issued State of Idaho Retail Alcohol Beverage License

**1. Application Type**

- ☒ Renewal  
☐ Seasonal (month open \_\_\_\_\_.)  
☐ New (complete page 2)  
☐ Transfer (complete page 2)  
(include transfer fee of \$20.00)

**2. Type of Business**

- ☐ Individual ☐ LLC  
☐ Partnership ☐ LLP  
☒ Corporation

**3. Location of Facility**

- ☐ Inside city limits  
☐ Outside city limits

**4. License Type**

- ☐ Bottled/canned beer (retail only)  
☐ Bottled/canned beer  
☒ Draft beer  
☐ Wine by the glass  
☐ Wine by the bottle  
☒ Liquor  
☒ Application Fee  
Total Fees
- Consumed off premise  
Consumed on or off premise  
Includes draft, bottled, and/or canned

**County Fee**

\$ 0.00  
\$ 0.00  
\$ 100.00  
\$ 0.00  
\$ 0.00  
\$ 75.00  
\$ 5.00  
\$ 180.00

**FOR OFFICE  
USE ONLY**

**Prorated Fee**

(If applicable)

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

**5. Applicant Information**

Doing Business As: HILL'S RESORT  
Business Phone Number: (208) 443-2551  
Business Physical Address: LUBY BAY  
City: PRIEST LAKE State: ID Zip Code: 83856

**6. Business Information**

Business Name: HILL'S RESORT INC  
Primary Contact Name: LESLIE THOMPSON  
Primary Contact Phone Number: (208) 443-2551  
Mailing Address: 4777 W LAKESHORE DRIVE  
City: PRIEST LAKE State: ID Zip Code: 83856  
Email Address: \_\_\_\_\_

Please indicate address to send future correspondence: ☐ Business Physical Address ☒ Mailing Address ☐ Email

**APPLICANT'S SIGNATURE**

Signer must be authorized to sign for documents pertaining to the Alcohol Beverage Control.

**APPROVED:**

Board of County Commissioners

**DATE:**

2024

BONNER COUNTY  
STATE OF IDAHO

No. 2024-61

## RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT FELDMAN BROTHERS BREWING LLC  
doing business as PRIEST LAKE BREWING  
at 28392 ID 57 STE 4, PRIEST LAKE, ID 83856  
a(n) LLC, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of  
Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the  
regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of  
said County, on file in the office of the Clerk of the Board at the Bonner County Courthouse, Sandpoint, Idaho.

Dated: 12/01/2023

Bottled/canned beer, Consumed off premise	\$0.00
Bottled/canned beer, Consumed on premise	\$0.00
Draft beer, Includes draft, bottled, and/or canned	\$100.00
Wine by the glass	\$100.00
Wine by the bottle	\$0.00
Liquor	\$0.00
Application Fee	\$5.00
<b>Total</b>	<b>\$205.00</b>

\_\_\_\_\_  
Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE and EXPIRES 12/31/2024.  
Witness my hand and seal this 21st of November, 2023.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

(SEAL)

By Cynthia Brannon  
Clerk of the Board of County Commissioners

DRAFT



Bonner County Recorder  
Michael W. Rosedale - County Clerk  
1500 Highway 2  
Suite 335  
Sandpoint, ID 83864  
Phone: (208) 265-1490  
Fax: (208) 255-7849

#### FOR OFFICE USE ONLY

Premise No. 7B-23915  
State Lic No. 23915  
Issue Date: 12/01/2023  
County No. 2024-61  
Total Fees: \$205.00  
Deputy Initials: cbrannon

## Retail Alcohol Beverage License Application

You must provide a copy of your newly issued State of Idaho Retail Alcohol Beverage License

### 1. Application Type

- ☒ Renewal  
☐ Seasonal (month open \_\_\_\_\_.)  
☐ New (complete page 2)  
☐ Transfer (complete page 2)  
(include transfer fee of \$20.00)

### 2. Type of Business

- ☐ Individual  
☐ Partnership  
☐ Corporation  
☒ LLC  
☐ LLP

### 3. Location of Facility

- ☐ Inside city limits  
☐ Outside city limits

### 4. License Type

- ☐ Bottled/canned beer (retail only)  
☐ Bottled/canned beer  
☒ Draft beer  
☒ Wine by the glass  
☐ Wine by the bottle  
☐ Liquor  
☒ Application Fee  
Total Fees

Consumed off premise  
Consumed on or off premise  
Includes draft, bottled, and/or canned

#### County Fee

\$ 0.00  
\$ 0.00  
\$ 100.00  
\$ 100.00  
\$ 0.00  
\$ 0.00  
\$ 5.00  
\$ \$205.00

#### FOR OFFICE USE ONLY

#### Prorated Fee

(If applicable)

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

### 5. Applicant Information

Doing Business As: PRIEST LAKE BREWING

Business Phone Number: (208) 920-0647 361-463-3483

Business Physical Address: 28392 ID 57 STE 4

City: PRIEST LAKE State: ID Zip Code: 83856

### 6. Business Information

Business Name: FELDMAN BROTHERS BREWING LLC

Primary Contact Name: KENT FELDMAN Jennifer Muery

Primary Contact Phone Number: (208) 920-0647 361-463-3483

Mailing Address: 26692 HWY 57

City: PRIEST LAKE State: ID Zip Code: 83856

Email Address: priestlakebrewing@gmail.com

Please indicate address to send future correspondence: ☐ Business Physical Address ☒ Mailing Address ☐ Email

### APPLICANT'S SIGNATURE:

Signer must be authorized to sign for documents pertaining to the Alcohol Beverage Control.

APPROVED: \_\_\_\_\_

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

Board of County Commissioners Mail to: 26692 Hwy 57, Priest Lake ID 83856

2024

BONNER COUNTY  
STATE OF IDAHO

No. 2024-60

## RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT FELDMAN BROTHERS BREWING LLC  
doing business as PRIEST LAKE BREWING  
at 28392 ID 57 STE 4, PRIEST LAKE, ID 83856  
a(n) LLC, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of  
Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the  
regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of  
said County, on file in the office of the Clerk of the Board at the Bonner County Courthouse, Sandpoint, Idaho.

Dated: 12/01/2023

Bottled/canned beer, Consumed off premise	\$25.00
Bottled/canned beer, Consumed on premise	\$0.00
Draft beer, Includes draft, bottled, and/or canned	\$0.00
Wine by the glass	\$0.00
Wine by the bottle	\$0.00
Liquor	\$0.00
Application Fee	\$5.00
<b>Total</b>	<b>\$30.00</b>

\_\_\_\_\_  
Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE and EXPIRES 12/31/2024.  
Witness my hand and seal this 21st of November, 2023.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

(SEAL)

*By Cynthia Brannon*  
\_\_\_\_\_  
Clerk of the Board of County Commissioners

DRAFT



Bonner County Recorder  
Michael W. Rosedale - County Clerk  
1500 Highway 2  
Suite 335  
Sandpoint, ID 83864  
Phone: (208) 265-1490  
Fax: (208) 255-7849

DRAFT

FOR OFFICE USE ONLY

Premise No. Z-23914  
State Lic No. 23914  
Issue Date: 12/01/2023  
County No. 2024-60  
Total Fees: \$30.00  
Deputy Initials: cbrannon

## Retail Alcohol Beverage License Application

You must provide a copy of your newly issued State of Idaho Retail Alcohol Beverage License

### 1. Application Type

- ☒ Renewal  
☐ Seasonal (month open \_\_\_\_\_.)  
☐ New (complete page 2)  
☐ Transfer (complete page 2)  
(include transfer fee of \$20.00)

### 2. Type of Business

- ☐ Individual  
☐ Partnership  
☐ Corporation  
☒ LLC  
☐ LLP

### 3. Location of Facility

- ☐ Inside city limits  
☐ Outside city limits

### 4. License Type

- ☒ Bottled/canned beer (retail only)  
☐ Bottled/canned beer  
☐ Draft beer  
☐ Wine by the glass  
☐ Wine by the bottle  
☐ Liquor  
☒ Application Fee  
Total Fees
- Consumed off premise  
Consumed on or off premise  
Includes draft, bottled, and/or canned

#### County Fee

\$ 25.00  
\$ 0.00  
\$ 0.00  
\$ 0.00  
\$ 0.00  
\$ 0.00  
\$ 5.00  
\$ 30.00

FOR OFFICE  
USE ONLY

#### Prorated Fee (If applicable)

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

### 5. Applicant Information

Doing Business As: PRIEST LAKE BREWING

Business Phone Number: (208) 920-0647 361-463-3483

Business Physical Address: 28392 ID 57 STE 4

City: PRIEST LAKE State: ID Zip Code: 83856

### 6. Business Information

Business Name: FELDMAN BROTHERS BREWING LLC

Primary Contact Name: KENT FELDMAN Jennifer Muery

Primary Contact Phone Number: (208) 920-0647 361-463-3483

Mailing Address: 26692 HWY 57

City: PRIEST LAKE State: ID Zip Code: 83856

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

Please indicate address to send future correspondence: ☐ Business Physical Address ☒ Mailing Address ☐ Email

APPLICANT'S SIGNATURE: [Signature]

Signer must be authorized to sign for documents pertaining to the Alcohol Beverage Control.

APPROVED: \_\_\_\_\_

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

Board of County Commissioners

Mailed to: 26692 Hwy 57, Priest Lake ID 83856

2024

BONNER COUNTY  
STATE OF IDAHO

No. 2024-54

## RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT ELKINS ON PRIEST LAKE LLC  
doing business as ELKINS RESORT  
at 404 ELKINS ROAD, NORDMAN, ID 83848  
a(n) LLC, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of  
Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the  
regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of  
said County, on file in the office of the Clerk of the Board at the Bonner County Courthouse, Sandpoint, Idaho.

Dated: 12/01/2023

Bottled/canned beer, Consumed off premise	\$0.00
Bottled/canned beer, Consumed on premise	\$0.00
Draft beer, Includes draft, bottled, and/or canned	\$100.00
Wine by the glass	\$0.00
Wine by the bottle	\$0.00
Liquor	\$75.00
Application Fee	\$5.00
<b>Total</b>	<b>\$180.00</b>

\_\_\_\_\_  
Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE and EXPIRES 12/31/2024.  
Witness my hand and seal this 21st of November, 2023.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

(SEAL)

*By Cynthia Brannon*  
\_\_\_\_\_  
Clerk of the Board of County Commissioners

DRAFT



Bonner County Recorder  
Michael W. Rosedale - County Clerk  
1500 Highway 2  
Suite 335  
Sandpoint, ID 83864  
Phone: (208) 265-1490  
Fax: (208) 255-7849

#### FOR OFFICE USE ONLY

Premise No. 7B-121  
State Lic No. 4346  
Issue Date: 12/01/2023  
County No. 2024-54  
Total Fees: \$180.00  
Deputy Initials: cbrannon

## Retail Alcohol Beverage License Application

You must provide a copy of your newly issued State of Idaho Retail Alcohol Beverage License

### 1. Application Type

- ☒ Renewal  
☐ Seasonal (month open \_\_\_\_\_.)  
☐ New (complete page 2)  
☐ Transfer (complete page 2)  
(include transfer fee of \$20.00)

### 2. Type of Business

- ☐ Individual  
☐ Partnership  
☐ Corporation  
☒ LLC  
☐ LLP

### 3. Location of Facility

- ☐ Inside city limits  
☐ Outside city limits

### 4. License Type

- ☐ Bottled/canned beer (retail only)  
☐ Bottled/canned beer  
☒ Draft beer  
☐ Wine by the glass  
☐ Wine by the bottle  
☒ Liquor  
☒ Application Fee  
Total Fees
- Consumed off premise  
Consumed on or off premise  
Includes draft, bottled, and/or canned

#### County Fee

\$ 0.00  
\$ 0.00  
\$ 100.00  
\$ 0.00  
\$ 0.00  
\$ 75.00  
\$ 5.00  
\$ 180.00

#### FOR OFFICE USE ONLY

#### Prorated Fee (If applicable)

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

### 5. Applicant Information

Doing Business As: ELKINS RESORT  
Business Phone Number: (208) 443-2432  
Business Physical Address: 404 ELKINS ROAD  
City: NORDMAN State: ID Zip Code: 83848

### 6. Business Information

Business Name: ELKINS ON PRIEST LAKE LLC  
Primary Contact Name: SHARON DAVIS  
Primary Contact Phone Number: (208) 443-2432  
Mailing Address: 404 ELKINS ROAD  
City: NORDMAN State: ID Zip Code: 83848  
Email Address: \_\_\_\_\_

Please indicate address to send future correspondence: ☐ Business Physical Address ☒ Mailing Address ☐ Email

### APPLICANT'S SIGNATURE:

Signer must be authorized to sign for documents pertaining to the Alcohol Beverage Control.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board of County Commissioners *mail*

2024

BONNER COUNTY  
STATE OF IDAHO

No. 2024-31

## RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT SAFEWAY, INC  
doing business as SAFEWAY STORE #350  
at 702 NORTH 5TH AVENUE, SANDPOINT, ID 83864  
a(n) CORPORATION, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of said County, on file in the office of the Clerk of the Board at the Bonner County Courthouse, Sandpoint, Idaho.

Dated: 12/01/2023

Bottled/canned beer, Consumed off premise	\$25.00
Bottled/canned beer, Consumed on premise	\$0.00
Draft beer, Includes draft, bottled, and/or canned	\$0.00
Wine by the glass	\$0.00
Wine by the bottle	\$25.00
Liquor	\$0.00
Application Fee	\$5.00
<b>Total</b>	<b>\$55.00</b>

\_\_\_\_\_  
Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE and EXPIRES 12/31/2024.  
Witness my hand and seal this 21st of November, 2023.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

(SEAL)

*By Cynthia Brannon*  
Clerk of the Board of County Commissioners

DRAFT



Bonner County Recorder  
Michael W. Rosedale - County Clerk  
1500 Highway 2  
Suite 335  
Sandpoint, ID 83864  
Phone: (208) 265-1490  
Fax: (208) 255-7849

DRAFT

FOR OFFICE USE ONLY

Premise No. 7B-56  
State Lic No. 4002  
Issue Date: 12/01/2023  
County No. 2024-31  
Total Fees: \$55.00  
Deputy Initials: cbrannon

## Retail Alcohol Beverage License Application

You must provide a copy of your newly issued State of Idaho Retail Alcohol Beverage License

<b>1. Application Type</b> <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Seasonal (month open _____.) <input type="checkbox"/> New (complete page 2) <input type="checkbox"/> Transfer (complete page 2) (include transfer fee of \$20.00)	<b>2. Type of Business</b> <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> LLP	<b>3. Location of Facility</b> <input type="checkbox"/> Inside city limits <input type="checkbox"/> Outside city limits																		
<b>4. License Type</b> <input checked="" type="checkbox"/> Bottled/canned beer (retail only) <input type="checkbox"/> Bottled/canned beer <input type="checkbox"/> Draft beer <input type="checkbox"/> Wine by the glass <input checked="" type="checkbox"/> Wine by the bottle <input type="checkbox"/> Liquor <input checked="" type="checkbox"/> Application Fee Total Fees	Consumed off premise Consumed on or off premise Includes draft, bottled, and/or canned	<table border="1"><thead><tr><th>County Fee</th><th>Prorated Fee (If applicable)</th></tr></thead><tbody><tr><td>\$ 25.00</td><td>\$ _____</td></tr><tr><td>\$ 0.00</td><td>\$ _____</td></tr><tr><td>\$ 0.00</td><td>\$ _____</td></tr><tr><td>\$ 0.00</td><td>\$ _____</td></tr><tr><td>\$ 25.00</td><td>\$ _____</td></tr><tr><td>\$ 0.00</td><td>\$ _____</td></tr><tr><td>\$ 5.00</td><td>\$ _____</td></tr><tr><td>\$ \$55.00</td><td>\$ _____</td></tr></tbody></table>	County Fee	Prorated Fee (If applicable)	\$ 25.00	\$ _____	\$ 0.00	\$ _____	\$ 0.00	\$ _____	\$ 0.00	\$ _____	\$ 25.00	\$ _____	\$ 0.00	\$ _____	\$ 5.00	\$ _____	\$ \$55.00	\$ _____
County Fee	Prorated Fee (If applicable)																			
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\$ 25.00	\$ _____																			
\$ 0.00	\$ _____																			
\$ 5.00	\$ _____																			
\$ \$55.00	\$ _____																			
<b>5. Applicant Information</b> Doing Business As: <u>SAFEWAY STORE #350</u> Business Phone Number: <u>(208) 263-9638</u> Business Physical Address: <u>702 NORTH 5TH AVENUE</u> City: <u>SANDPOINT</u> State: <u>ID</u> Zip Code: <u>83864</u>																				
<b>6. Business Information</b> Business Name: <u>SAFEWAY, INC</u> Primary Contact Name: <u>BUSINESS LICENSE FILING TEAM</u> Primary Contact Phone Number: <u>(800) 927-9801 EXT 66028</u> Mailing Address: <u>251 LITTLE FALLS DRIVE</u> City: <u>WILMINGTON</u> State: <u>DE</u> Zip Code: <u>19808</u> Email Address: <u>BLFilingUpdates@cscglobal.com</u> Please indicate address to send future correspondence: <input type="checkbox"/> Business Physical Address <input checked="" type="checkbox"/> Mailing Address <input type="checkbox"/> Email																				

APPLICANT'S SIGNATURE: Lisa Mulligan Authorized Representative  
Signer must be authorized to sign for documents pertaining to the Alcohol Beverage Control.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board of County Commissioners Mail to 251 Little Falls Dr

2024

BONNER COUNTY  
STATE OF IDAHO

No. 2024-093

## RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT BAB'S INC  
doing business as BAB'S PIZZERIA  
at 1319 HWY 2 STE C, SANDPOINT, ID 83864

a(n) CORPORATION, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of said County, on file in the office of the Clerk of the Board at the Bonner County Courthouse, Sandpoint, Idaho.

Dated: 12/01/2023

Bottled/canned beer, Consumed off premise	\$0.00
Bottled/canned beer, Consumed on premise	\$75.00
Draft beer, Includes draft, bottled, and/or canned	\$0.00
Wine by the glass	\$100.00
Wine by the bottle	\$0.00
Liquor	\$0.00
Application Fee	\$5.00
<b>Total</b>	<b>\$180.00</b>

\_\_\_\_\_  
Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE and EXPIRES 12/31/2024.  
Witness my hand and seal this 21st of November, 2023.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

(SEAL)

By: Bridgette Centorbi  
Clerk of the Board of County Commissioners

DRAFT



Bonner County Recorder  
Michael W. Rosedale - County Clerk  
1500 Highway 2  
Suite 335  
Sandpoint, ID 83864  
Phone: (208) 265-1490  
Fax: (208) 255-7849

DRAFT

FOR OFFICE USE ONLY

Premise No. 7B-7970  
State Lic No. 7970  
Issue Date: 12/01/2023  
County No. 2024-093  
Total Fees: \$180.00  
Deputy Initials: bcentorbi

## Retail Alcohol Beverage License Application

You must provide a copy of your newly issued State of Idaho Retail Alcohol Beverage License

### 1. Application Type

- ☒ Renewal  
☐ Seasonal (month open \_\_\_\_\_.)  
☐ New (complete page 2)  
☐ Transfer (complete page 2)  
(include transfer fee of \$20.00)

### 2. Type of Business

- ☐ Individual  
☐ Partnership  
☒ Corporation  
☐ LLC  
☐ LLP

### 3. Location of Facility

- ☐ Inside city limits  
☐ Outside city limits

### 4. License Type

- ☐ Bottled/canned beer (retail only)  
☒ Bottled/canned beer  
☐ Draft beer  
☒ Wine by the glass  
☐ Wine by the bottle  
☐ Liquor  
☒ Application Fee  
Total Fees

Consumed off premise  
Consumed on or off premise  
Includes draft, bottled, and/or canned

#### County Fee

\$ 0.00  
\$ 75.00  
\$ 0.00  
\$ 100.00  
\$ 0.00  
\$ 0.00  
\$ 5.00  
\$ \$180.00

FOR OFFICE  
USE ONLY

#### Prorated Fee

(If applicable)

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

### 5. Applicant Information

Doing Business As: BAB'S PIZZERIA

Business Phone Number: (208) 265-7992

Business Physical Address: 1319 HWY 2 STE C

City: SANDPOINT State: ID Zip Code: 83864

### 6. Business Information

Business Name: BAB'S INC

Primary Contact Name: BJ TIETJEN

Primary Contact Phone Number: (208) 627-2133

Mailing Address: 123 HUMBUG LANE

City: SAGLE State: ID Zip Code: 83860

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

Please indicate address to send future correspondence: ☐ Business Physical Address ☒ Mailing Address ☐ Email

### APPLICANT'S SIGNATURE:

Signer must be authorized to sign for documents pertaining to the Alcohol Beverage Control.

APPROVED: \_\_\_\_\_

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

Board of County Commissioners

2024

BONNER COUNTY  
STATE OF IDAHO

No. 2024-094

## RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT LEE LEE AND LEE CORPORATION  
doing business as WATERFRONT EXPRESS  
at 209 E SUPERIOR, SANDPOINT, ID 83864  
a(n) CORPORATION, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of  
Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the  
regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of  
said County, on file in the office of the Clerk of the Board at the Bonner County Courthouse, Sandpoint, Idaho.

Dated: 12/01/2023

Bottled/canned beer, Consumed off premise	\$25.00
Bottled/canned beer, Consumed on premise	\$0.00
Draft beer, Includes draft, bottled, and/or canned	\$0.00
Wine by the glass	\$0.00
Wine by the bottle	\$25.00
Liquor	\$0.00
Application Fee	\$5.00
<b>Total</b>	<b>\$55.00</b>

\_\_\_\_\_  
Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE and EXPIRES 12/31/2024.  
Witness my hand and seal this 21st of November, 2023.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

(SEAL)

*Cynthia Brannon*  
\_\_\_\_\_  
Clerk of the Board of County Commissioners

DRAFT



Bonner County Recorder  
Michael W. Rosedale - County Clerk  
1500 Highway 2  
Suite 335  
Sandpoint, ID 83864  
Phone: (208) 265-1490  
Fax: (208) 255-7849

**FOR OFFICE USE ONLY**

Premise No. 7B-53  
State Lic No. 4255  
Issue Date: 12/01/2023  
County No. 2024-094  
Total Fees: \$55.00  
Deputy Initials: cbrannon

## Retail Alcohol Beverage License Application

You must provide a copy of your newly issued State of Idaho Retail Alcohol Beverage License

**1. Application Type**

- ☒ Renewal  
☐ Seasonal (month open \_\_\_\_\_.)  
☐ New (complete page 2)  
☐ Transfer (complete page 2)  
(include transfer fee of \$20.00)

**2. Type of Business**

- ☐ Individual  
☐ Partnership  
☒ Corporation  
☐ LLC  
☐ LLP

**3. Location of Facility**

- ☐ Inside city limits  
☐ Outside city limits

**4. License Type**

- ☒ Bottled/canned beer (retail only)  
☐ Bottled/canned beer  
☐ Draft beer  
☐ Wine by the glass  
☒ Wine by the bottle  
☐ Liquor  
☒ Application Fee  
Total Fees

Consumed off premise  
Consumed on or off premise  
Includes draft, bottled, and/or canned

**County Fee**

\$ 25.00  
\$ 0.00  
\$ 0.00  
\$ 0.00  
\$ 25.00  
\$ 0.00  
\$ 5.00  
\$ 55.00

**FOR OFFICE  
USE ONLY**

**Prorated Fee**

(If applicable)

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

**5. Applicant Information**

Doing Business As: WATERFRONT EXPRESS  
Business Phone Number: (208) 255-4848  
Business Physical Address: 209 E SUPERIOR  
City: SANDPOINT State: ID Zip Code: 83864

**6. Business Information**

Business Name: LEE LEE AND LEE CORPORATION  
Primary Contact Name: SANG LEE  
Primary Contact Phone Number: (206) 229-3607  
Mailing Address: 209 E SUPERIOR  
City: SANDPOINT State: ID Zip Code: 83864

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

Please indicate address to send future correspondence: ☐ Business Physical Address ☒ Mailing Address ☐ Email

APPLICANT'S SIGNATURE: \_\_\_\_\_

Signer must be authorized to sign for documents pertaining to the Alcohol Beverage Control.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board of County Commissioners *Call Mr Lee 206-229-3607*

2024

BONNER COUNTY  
STATE OF IDAHO

No. 2024-095

## RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT THE HAPPY HOUR LLC  
doing business as THE HAPPY HOUR  
at 111 BOISE ST STE B, KOOTENAI, ID 83840  
a(n) LLC, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of

Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of said County, on file in the office of the Clerk of the Board at the Bonner County Courthouse, Sandpoint, Idaho.

Dated: 12/01/2023

Bottled/canned beer, Consumed off premise	\$0.00
Bottled/canned beer, Consumed on premise	\$75.00
Draft beer, Includes draft, bottled, and/or canned	\$0.00
Wine by the glass	\$0.00
Wine by the bottle	\$0.00
Liquor	\$125.00
Application Fee	\$5.00
<b>Total</b>	<b>\$205.00</b>

\_\_\_\_\_  
Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE and EXPIRES 12/31/2024.  
Witness my hand and seal this 21st of November, 2023.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

(SEAL) By: Bridget Centorbi  
Clerk of the Board of County Commissioners

DRAFT



Bonner County Recorder  
Michael W. Rosedale - County Clerk  
1500 Highway 2  
Suite 335  
Sandpoint, ID 83864  
Phone: (208) 265-1490  
Fax: (208) 255-7849

**FOR OFFICE USE ONLY**

Premise No. 7B-200  
State Lic No. 3137  
Issue Date: 12/01/2023  
County No. 2024-095  
Total Fees: \$205.00  
Deputy Initials: bcentorbi

## Retail Alcohol Beverage License Application

You must provide a copy of your newly issued State of Idaho Retail Alcohol Beverage License

**1. Application Type**

- ☒ Renewal  
☐ Seasonal (month open \_\_\_\_\_.)  
☐ New (complete page 2)  
☐ Transfer (complete page 2)  
(include transfer fee of \$20.00)

**2. Type of Business**

- ☐ Individual  
☐ Partnership  
☐ Corporation  
☒ LLC  
☐ LLP

**3. Location of Facility**

- ☐ Inside city limits  
☐ Outside city limits

**4. License Type**

- ☐ Bottled/canned beer (retail only)  
☒ Bottled/canned beer  
☐ Draft beer  
☐ Wine by the glass  
☐ Wine by the bottle  
☒ Liquor  
☒ Application Fee  
Total Fees

Consumed off premise  
Consumed on or off premise  
Includes draft, bottled, and/or canned

**County Fee**

\$ 0.00  
\$ 75.00  
\$ 0.00  
\$ 0.00  
\$ 0.00  
\$ 125.00  
\$ 5.00  
\$ \$205.00

**FOR OFFICE  
USE ONLY**

**Prorated Fee**

(If applicable)

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

**5. Applicant Information**

Doing Business As: THE HAPPY HOUR

Business Phone Number: (208) 255-6237

Business Physical Address: 111 BOISE ST STE B

City: KOOTENAI State: ID Zip Code: 83840

**6. Business Information**

Business Name: THE HAPPY HOUR LLC

Primary Contact Name: SARAH C KRONE

Primary Contact Phone Number: (208) 255-6237

Mailing Address: 1077 THIMBLEBERRY LANE

City: SANDPOINT State: ID Zip Code: 83864

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

Please indicate address to send future correspondence: ☐ Business Physical Address ☒ Mailing Address ☐ Email

APPLICANT'S SIGNATURE: Sarah C Krone

Signer must be authorized to sign for documents pertaining to the Alcohol Beverage Control.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board of County Commissioners

2024

BONNER COUNTY  
STATE OF IDAHO

No. 2024-096

## RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT JAMES B WILLIAMS  
doing business as KLONDYKE CAFE AND TAVERN  
at 14873 HWY 2, LACLEDE, ID 83841  
a(n) INDIVIDUAL, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of said County, on file in the office of the Clerk of the Board at the Bonner County Courthouse, Sandpoint, Idaho.

Dated: 12/01/2023

Bottled/canned beer, Consumed off premise	\$0.00
Bottled/canned beer, Consumed on premise	\$0.00
Draft beer, Includes draft, bottled, and/or canned	\$100.00
Wine by the glass	\$100.00
Wine by the bottle	\$0.00
Liquor	\$0.00
Application Fee	\$5.00
<b>Total</b>	<b>\$205.00</b>

\_\_\_\_\_  
Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE and EXPIRES 12/31/2024.  
Witness my hand and seal this 21st of November, 2023.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

(SEAL)

By: Bridgette Centobabi  
Clerk of the Board of County Commissioners

DRAFT



Bonner County Recorder  
Michael W. Rosedale - County Clerk  
1500 Highway 2  
Suite 335  
Sandpoint, ID 83864  
Phone: (208) 265-1490  
Fax: (208) 255-7849

DRAFT

FOR OFFICE USE ONLY

Premise No. 7B-115  
State Lic No. 2352  
Issue Date: 12/01/2023  
County No. 2024-096  
Total Fees: \$205.00  
Deputy Initials: bcentorbi

## Retail Alcohol Beverage License Application

You must provide a copy of your newly issued State of Idaho Retail Alcohol Beverage License

### 1. Application Type

- ☒ Renewal  
☐ Seasonal (month open \_\_\_\_\_.)  
☐ New (complete page 2)  
☐ Transfer (complete page 2)  
(include transfer fee of \$20.00)

### 2. Type of Business

- ☒ Individual  
☐ Partnership  
☐ Corporation
- ☐ LLC  
☐ LLP

### 3. Location of Facility

- ☐ Inside city limits  
☐ Outside city limits

### 4. License Type

- ☐ Bottled/canned beer (retail only)  
☐ Bottled/canned beer  
☒ Draft beer  
☒ Wine by the glass  
☐ Wine by the bottle  
☐ Liquor  
☒ Application Fee  
Total Fees

Consumed off premise  
Consumed on or off premise  
Includes draft, bottled, and/or canned

#### County Fee

\$ 0.00  
\$ 0.00  
\$ 100.00  
\$ 100.00  
\$ 0.00  
\$ 0.00  
\$ 5.00  
\$ \$205.00

FOR OFFICE  
USE ONLY

#### Prorated Fee

(If applicable)

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

### 5. Applicant Information

Doing Business As: KLONDYKE CAFE AND TAVERN

Business Phone Number: (208) 255-7223

Business Physical Address: 14873 HWY 2

City: LACLEDE State: ID Zip Code: 83841

### 6. Business Information

Business Name: JAMES B WILLIAMS

Primary Contact Name: BRUNO

Primary Contact Phone Number: (208) 290-7668

Mailing Address: PO BOX 309

City: LACLEDE State: ID Zip Code: 83841

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

Please indicate address to send future correspondence: ☐ Business Physical Address ☒ Mailing Address ☐ Email

APPLICANT'S SIGNATURE: James B Williams

Signer must be authorized to sign for documents pertaining to the Alcohol Beverage Control.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board of County Commissioners

call Bruno

2024

BONNER COUNTY  
STATE OF IDAHO

No. 2024-65

## RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT DG RETAIL LLC  
doing business as DOLLAR GENERAL STORE #23351  
at 78 SAGLE RD, SAGLE, ID 83860  
a(n) LLC, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of said County, on file in the office of the Clerk of the Board at the Bonner County Courthouse, Sandpoint, Idaho.

Dated: 12/01/2023

Bottled/canned beer, Consumed off premise	\$25.00
Bottled/canned beer, Consumed on premise	\$0.00
Draft beer, Includes draft, bottled, and/or canned	\$0.00
Wine by the glass	\$0.00
Wine by the bottle	\$25.00
Liquor	\$0.00
Application Fee	\$5.00
<b>Total</b>	<b>\$55.00</b>

(SEAL)

By: Bridgette Centurion  
Clerk of the Board of County Commissioners

\_\_\_\_\_  
Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE and EXPIRES 12/31/2024.  
Witness my hand and seal this 21st of November, 2023.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

DRAFT



Bonner County Recorder  
Michael W. Rosedale - County Clerk  
1500 Highway 2  
Suite 335  
Sandpoint, ID 83864  
Phone: (208) 265-1490  
Fax: (208) 255-7849

FOR OFFICE USE ONLY

Premise No. 7B-33926  
State Lic No. 33926  
Issue Date: 12/01/2023  
County No. 2024-65  
Total Fees: \$55.00  
Deputy Initials: bcentorbi

23351

DRAFT

## Retail Alcohol Beverage License Application

You must provide a copy of your newly issued State of Idaho Retail Alcohol Beverage License

1. Application Type

- ☒ Renewal  
☐ Seasonal (month open \_\_\_\_\_.)  
☐ New (complete page 2)  
☐ Transfer (complete page 2)  
(include transfer fee of \$20.00)

2. Type of Business

- ☐ Individual  
☐ Partnership  
☐ Corporation  
☒ LLC  
☐ LLP

3. Location of Facility

- ☐ Inside city limits  
☐ Outside city limits

4. License Type

- ☒ Bottled/canned beer (retail only)  
☐ Bottled/canned beer  
☐ Draft beer  
☐ Wine by the glass  
☒ Wine by the bottle  
☐ Liquor  
☒ Application Fee  
Total Fees
- Consumed off premise  
Consumed on or off premise  
Includes draft, bottled, and/or canned

County Fee

\$ 25.00  
\$ 0.00  
\$ 0.00  
\$ 0.00  
\$ 25.00  
\$ 0.00  
\$ 5.00  
\$ \$55.00

FOR OFFICE  
USE ONLY

Prorated Fee  
(if applicable)

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

5. Applicant Information

Doing Business As: DOLLAR GENERAL STORE #23351  
Business Phone Number: (615) 855-5146  
Business Physical Address: 78 SAGLE RD  
City: SAGLE State: ID Zip Code: 83860

6. Business Information

Business Name: DG RETAIL LLC  
Primary Contact Name: LILY CASTLE  
Primary Contact Phone Number: (615) 855-5146  
Mailing Address: 100 MISSION RIDGE  
City: GOODLETTSVILLE State: TN Zip Code: 37072  
Email Address: lcastle@dollargeneral.com  
Please indicate address to send future correspondence: ☐ Business Physical Address ☒ Mailing Address ☐ Email

APPLICANT'S SIGNATURE: [Signature]  
Signer must be authorized to sign for documents pertaining to the Alcohol Beverage Control.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board of County Commissioners

2024

BONNER COUNTY  
STATE OF IDAHO

No. 2024-66

## RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT DG RETAIL LLC  
doing business as DOLLAR GENERAL STORE #23769  
at 279 STATE HWY 57, PRIEST RIVER, ID 83852  
a(n) LLC, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of  
Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the  
regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of  
said County, on file in the office of the Clerk of the Board at the Bonner County Courthouse, Sandpoint, Idaho.

Dated: 12/01/2023

Bottled/canned beer, Consumed off premise	\$25.00
Bottled/canned beer, Consumed on premise	\$0.00
Draft beer, Includes draft, bottled, and/or canned	\$0.00
Wine by the glass	\$0.00
Wine by the bottle	\$25.00
Liquor	\$0.00
Application Fee	\$5.00
<b>Total</b>	<b>\$55.00</b>

\_\_\_\_\_  
Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE and EXPIRES 12/31/2024.  
Witness my hand and seal this 21st of November, 2023.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

(SEAL)

By: Bridgette Centorbi  
Clerk of the Board of County Commissioners

DRAFT



Bonner County Recorder  
Michael W. Rosedale - County Clerk  
1500 Highway 2  
Suite 335  
Sandpoint, ID 83864  
Phone: (208) 265-1490  
Fax: (208) 255-7849

DRAFT

FOR OFFICE USE ONLY

Premise No. 7B-33927  
State Lic No. 33927  
Issue Date: 12/01/2023  
County No. 2024-66  
Total Fees: \$55.00  
Deputy Initials: bcentorbi

## Retail Alcohol Beverage License Application

You must provide a copy of your newly issued State of Idaho Retail Alcohol Beverage License

### 1. Application Type

- ☒ Renewal  
☐ Seasonal (month open \_\_\_\_\_.)  
☐ New (complete page 2)  
☐ Transfer (complete page 2)  
(include transfer fee of \$20.00)

### 2. Type of Business

- ☐ Individual  
☐ Partnership  
☐ Corporation  
☒ LLC  
☐ LLP

### 3. Location of Facility

- ☐ Inside city limits  
☐ Outside city limits

### 4. License Type

- ☒ Bottled/canned beer (retail only) Consumed off premise  
☐ Bottled/canned beer Consumed on or off premise  
☐ Draft beer Includes draft, bottled, and/or canned  
☐ Wine by the glass  
☒ Wine by the bottle  
☐ Liquor  
☒ Application Fee  
Total Fees

#### County Fee

\$ 25.00  
\$ 0.00  
\$ 0.00  
\$ 0.00  
\$ 25.00  
\$ 0.00  
\$ 5.00  
\$ \$55.00

FOR OFFICE  
USE ONLY

#### Prorated Fee

(If applicable)

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

### 5. Applicant Information

Doing Business As: DOLLAR GENERAL STORE #23769

Business Phone Number: (208) 428-4248

Business Physical Address: 279 STATE HWY 57

City: PRIEST RIVER State: ID Zip Code: 83852

### 6. Business Information

Business Name: DG RETAIL LLC

Primary Contact Name: JUAN GALINDA

Primary Contact Phone Number: (615) 961-8697

Mailing Address: 100 MISSION RIDGE

City: GOODLETTSVILLE State: TN Zip Code: 37072

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

Please indicate address to send future correspondence: ☐ Business Physical Address ☒ Mailing Address ☐ Email

APPLICANT'S SIGNATURE: \_\_\_\_\_

Signer must be authorized to sign for documents pertaining to the Alcohol Beverage Control.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board of County Commissioners



# Risk Management Bonner County

November 21, 2023

DRAFT

RISK Management  
Consent Agenda Item

## MEMORANDUM

**To:** Commissioners

**Re:** Pay invoices >\$5000: Traffic Safety Supply message board for \$15,650

**Description:**

Request to pay Traffic Safety Supply a sum of \$15,650 to purchase a replacement message board for Road & Bridge for claim 20230903.

Another party drove off the road and hit Road & Bridge's message board, destroying it. The other driver's insurance has accepted responsibility and will reimburse Bonner County \$15,650 for the board.

Risk Management requests approval to proceed with the message board order and then subsequent payment. Once reimbursement is received, Risk will deposit the check into the same tort- deductible fund that was used to pay for this purchase.

Reviewed by: Road & Bridge, Auditor, Legal

**Distribution:** Original to BOCC  
Copy to the Risk Manager  
Copy to Auditing

Recommendation Acceptance: ☐ yes ☐ no \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Luke Omodt, Chairman



**DRAFT**

Quote Number	Date	Customer Number
SQN00054689	11-08-23	C000288

Quote valid for 30 days.

**Project:** IAHD Show 2023 - SMC4000

**Freight Terms:** Quoted Freight

Page 1 of 5



Traffic Safety Supply  
2324 SE Umatilla Street  
Portland, OR 97202  
Phone: (503) 235-8531  
Fax: (503) 235-5112

CSR: Tim Shore

# DRAFT SALES QUOTE

Quote Number	Date	Customer Number
SQN00054689	11-08-23	C000288
Quote valid for 30 days.		

Total Before Tax	\$14,950.00
Freight Chrg	\$700.00
Tax	\$0.00
Order Total	\$15,650.00



Traffic Safety Supply  
2324 SE Umatilla Street  
Portland, OR 97202  
Phone: (503) 235-8531  
Fax: (503) 235-5112

**CSR:** Tim Shore

**DRAFT**

## SALES QUOTE

Quote Number	Date	Customer Number
SQN00054689	11-08-23	C000288
Quote valid for 30 days.		

**DRAFT**



**Bonner County**  
**Board of Commissioners**

Luke Omodt

Steve Bradshaw

Asia Williams

**DRAFT**

November 21, 2023

**MEMORANDUM**

**BOCC**  
**Item #1**

**To:** Commissioners

**Re:** Annual National Association of Counties Membership \$816.00

**Distribution:** Original to BOCC Office

Recommendation Acceptance: ☐ yes ☐ no \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Luke Omodt, Chairman



Please remit payment to:  
National Association of Counties  
PO Box 38059  
Baltimore, MD 21297-8059  
Phone: 888.407.NACo (6226)  
EIN# 53-0190321

For ACH payments or questions, please  
contact NACo at [membership@naco.org](mailto:membership@naco.org)

DRAFT

**Bill to:**

Bonner County  
Attn. Luke Omodt  
1500 Highway 2  
Suite 308  
Sandpoint, Idaho 83864

**Invoice**

Date	11/1/2023
Invoice #	202325370
Customer #	16017
Terms	Upon Receipt
Balance	\$816.00

Our LockBox address has changed to PO Box 38059

Item	Amount	Total
COUNTY DUES - for the period of 01/01/2024 to 12/31/2024	\$816.00	\$816.00

Thank you for your membership! NACo Membership extends to  
all elected officials and staff.

Please include your state and membership number with  
your payment.

We appreciate your partnership.

Total	\$816.00
Payments/Credits	\$0.00
Balance Due	\$816.00

Want to learn more about making the most of your NACo membership?  
Contact us at [membership@naco.org](mailto:membership@naco.org).

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

Our LockBox address has changed to PO Box 38059

Customer ID: 16017

**Bill to:**

Bonner County  
Attn. Luke Omodt  
1500 Highway 2  
Suite 308  
Sandpoint, Idaho 83864

Invoice Number: 202325370

Please remit payment to:  
National Association of Counties  
PO Box 38059  
Baltimore, MD 21297-8059  
Phone: 888.407.NACo (6226)  
EIN# 53-0190321

For ACH payments or questions, please  
contact NACo at [membership@naco.org](mailto:membership@naco.org)



## **Bonner County**

### **Sheriff's Office**

**DRAFT**

## **MEMORANDUM**

**Date:** November 9, 2023  
**To:** County Commissioners  
**From:** Sheriff Daryl Wheeler

**Re:** **Contract for Temporary Moorage of Sheriff's Vessel**

**Description:**

The Bonner County Sheriff's Office provides law enforcement services on the County's lakes and rivers throughout the year. During the winter months, decreases in the lake and river levels do not allow for the use of most moorage locations. However, recreational activities continue on our waterways throughout the calendar year as well as the need to provide emergency services when necessary. Therefore, the Marine Division is seeking to enter into a short-term contract with MacDonald's Resort to retain moorage space for a Sheriff's vessel at their marina in Bayview effective immediately through April 30, 2023 as specified on the attached contract.

Approval of this contract will allow for continued public safety services to the community on Lake Pend Oreille and residents on the east side of the lake. The total cost of this rental agreement is \$1650.00 and funds are available in the Marine Division account.

**Legal** \_\_\_\_\_  
**Auditor** \_\_\_\_\_

**Distribution:** Original to BOCC  
Copy to Sheriff's Office  
Copy to Auditor's Office

**A suggested motion would be:** Mr. Chairman, based on the information before us, I move to approve the agreement with MacDonald's Resort and authorize the chairman to sign the attached contract.

Recommendation Acceptance: ☐ Yes ☐ No \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Steven Bradshaw, Chairman

## MacDonald's Resort Moorage Agreement

Please read this Agreement in its entirety. This Agreement is made and entered into by and between MacDonald's Hudson Bay Resort Inc., hereafter referred to as "MacDonald's Resort" and the Bonner County Sheriff's Department, hereafter referred to as "Undersigned".

If Undersigned has any questions about this Agreement, please contact Management of MacDonald's Resort.

If Undersigned has multiple moorage spaces or more than one type of moorage or rental space e.g., floathome or mobile home, Undersigned shall be provided with an Agreement for each, to be signed, dated and returned to MacDonald's Resort.

Most moorage slips at MacDonald's Resort are rented on a yearly basis. However, due to diminished water level during the winter months, some moorage slips are considered "seasonal" and their pricing reflects this. Pricing and moorage slip classification for 2023 can be found at the end of this Agreement. Please make arrangements with MacDonald's Resort if Undersigned is in a "seasonal" slip, but wishes to be moored year-round.

It is hereby agreed by and between MacDonald's Resort, and Undersigned, as follows:

1. MacDonald's Resort will furnish Moorage to Undersigned and its said boat (as described below and referred to herein as "Boat"), subject to such regulations and current rates as MacDonald's Resort may make from time to time. Undersigned agrees to and shall comply with all present and future applicable ordinances, resolutions, rules, regulations, and statutes. Undersigned further agrees to and shall comply with all present and future health, safety, environmental, and sanitary rules and regulations of any and all applicable regulatory bodies, including but not limited to those established by any and all federal, state and local government agency, by MacDonald's Resort, by the U.S. Army Corp of Engineers and by the United States Coast Guard. Undersigned's boat must be licensed annually.

It is expressly agreed to and understood that MacDonald's Resort, its members, managers, directors, officers, employees, volunteers, representatives, agents, and insurers shall not be liable to Undersigned or any other person for any loss, injury, death or damage to persons or property (including but not limited to the Boat, its tackle, apparel and appurtenances) that may arise at the slip or in the marina for any cause whatsoever. Undersigned further agrees to indemnify, defend, release, discharge and hold MacDonald's Resort, its members, managers, directors, officers, employees, volunteers, representatives, agents, and insurers harmless from and against all loss, cost, liability, damage and expense, including but not limited to reasonable attorneys' fees, penalties and fees, incurred in connection with or arising from: (i) any default by Undersigned of the terms and conditions of this Agreement; (ii) the use of the slip and marina by Undersigned, its family members, guests, invitees, licensees, vendors, visitors, and/or agents;

DRAFT

(iii) acts, omissions and/or negligence of MacDonald's Resort its members, managers, directors, officers, employees, volunteers, representatives, and/or agents in or around the slip and/or the marina; (iv) acts, omissions and/or negligence of the Undersigned, its family members, guests, invitees, licensees, vendors, visitors, and/or agents whether individuals or businesses, in or around the slip and/or the marina; (v) storm, fire, theft or other casualty whatsoever; or (vi) any claims by any other person by reason of loss, injury, death or damage to persons or property due to an act, occurrence or omission set forth in (i), (ii), (iii), (iv), or (v) above. Undersigned acknowledges that the Boat and all personal property of the Undersigned is moored at the slip at Undersigned's sole risk, and MacDonald's Resort shall not be liable for any loss or damage thereto.

2. Undersigned agrees to equip and maintain the Boat with adequate mooring lines, dock fenders, and to comply with all federal and state laws relating to fire extinguishers and flame arrestors. No gas cans may be brought onto the docks or stored on any boats. No fueling or transferring of fuel from the docks other than the fuel dock shall be permitted.

3. Undersigned agrees and understands that this Agreement is valid only for the Boat and Trailer. This Agreement cannot be transferred, sold, conveyed, demised, bequeathed or otherwise disposed of in any manner to any other persons or entities unless permission to do so is obtained from MacDonald's Resort to Undersigned prior to said sale or transfer. Any Agreement to the contrary is and will be totally null, void and unenforceable.

4. This Agreement is an Agreement in and of itself and is not combined with or tied to any other Agreement by and with MacDonald's Resort. If during the term of this Agreement, the Undersigned sells, transfers or conveys title to Boat and/or Trailer, the Undersigned agrees to provide MacDonald's Resort with prompt written notice of the same. The Undersigned further agrees that prior to the effective date of such sale, transfer, or conveyance, the Boat and/or Trailer will be removed from MacDonald's Resort at no cost to MacDonald's Resort. It is expressly understood that the grantee, transferee and/or new owner of the Boat and/or Trailer has no right, title and interest in and to the benefits provided under this Agreement. The grantee, transferee and/or new owner of the Boat and/or Trailer may seek to rent the moorage slip by applying with MacDonald's Resort, but MacDonald's Resort has no obligation to accept this application. It is further understood that if Undersigned desires to use another boat and/or trailer pursuant to the terms of this Agreement, Undersigned shall first register the boat and/or trailer with MacDonald's Resort. MacDonald's Resort is the sole judge of whether the replacement boat will fit in the rented slip.

All slips are to be leased by MacDonald's Resort only. In the event Undersigned needs to vacate the slip, the next person on the waiting list will be offered said slip. Upon leasing said slip to the new lessee, rent will be prorated as of the date of new lessee's possession. Undersigned will be charged an acquisition fee of 8% based on the prorated rent amount. For example, if 100 days remained in the lease term, the prorated rent would be approximately \$595.89 ( $\$2,175.00/365 \times 100$ ) and Undersigned would owe an acquisition fee of approximately \$43.29.

5. Undersigned is solely responsible for the operation and mooring of the Boat and/or Trailer and agrees to operate the same in a safe and responsible manner. Within the limits of the "No Wake Zone". Undersigned shall not permit the Boat to create any wake or wash which could cause damage to other craft or property.

6. Undersigned may only use the slip for purposes of moorage, of the Boat, and for no other purposes whatsoever. No person may live-aboard the Boat when moored at the slip. Undersigned may not add cleats, eye bolts, bumpers, storage containers or other similar items to their space for securing their boat unless permission by MacDonald's Resort is first obtained. Carpet and other similar items are not allowed as they cause damage to the dock materials and cause wood rot sooner than they would not having such materials.

7. Undersigned shall obtain their yearly parking pass from MacDonald's Resort office. Parking passes will be limited to one (1) per moorage slip and (2) per floathome. Undersigned does not have authority or rights to park additional vehicles (UTV, golf carts, campers etc.) or trailers on MacDonald's Resort property without approval from Management. Guests of Undersigned may request a temporary parking pass from the Marina Office but may need to park in overflow parking areas. Vehicles parked at MacDonald's Resort that do not display a current parking pass may be towed at the owner's expense.

8. Disposal of waste and/or sewage shall be only at properly regulated facilities in accordance with county, state and federal rules and regulations. There are sewage pump out facilities located at MacDonald's Resort. Port-a-potties may be emptied in the chemical toilet located on the south side of MacDonald's Resort parking lot below the "Upper" or hillside Restrooms. Undersigned is responsible for all cleanup of chemical toilet spills should they occur. No dumping of any material, whether liquid or solid, into the lake or onto the ground is permitted. Put trash into the provided trash dumpsters. If dumpsters are full or not available, Undersigned shall notify management.

9. Undersigned shall keep and maintain the slip in a clean and sanitary condition at all times, and in accordance with the ordinances, resolutions, rules and regulations described above. Upon termination of this Agreement, Undersigned shall surrender the slip in good order and repair other than normal wear and tear resulting from ordinary use. Under no circumstances, nor at any time, may Undersigned change, modify, or alter the slip or any portion thereof. Undersigned shall not install or place any personal property, equipment, boxes, or lockers of any type on the slip without prior approval from MacDonald's Resort.

MacDonald's Resort has a quiet time established beginning at 10PM each night and lasting until 8AM each morning. Undersigned is to abide by all laws while leaving the dock and shoreline and when returning to the dock. If Undersigned has a loud boat, Undersigned must idle the boat away from the dock and shoreline as to not create excess noise to others. Music and radio noise should be minimal when moored at the dock to allow other surrounding boaters the option of enjoying the lake's natural peace and quiet.

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If the Undersigned's boat bilge is contaminated with oil or fuel waste, please do not allow bilge pumps to dispose of such items into the waters of Lake Pend Oreille. The use of a bilge sock may be required and may be required to be changed each season or more often if needed. Undersigned may use special oil absorbent pads which can be placed into the boat bilge to capture oil or fuel before pumping into the lake. It is recommended not to use detergents or anti-grease products which would be pumped into the lake unless they are made for such uses.

10. **Section 10 is not applicable to the Bonner County Sheriff's Department. Modified by Justin MacDonald 11/8/2023.** Undersigned covenants that the Boat is for recreational and pleasure purposes only and shall not be used for commercial purposes or chartering. Commercial use includes, but is not limited to, services such as Airbnb, VRBO etc., as well as any "boat club" or person to person rental.

Undersigned further covenants that Undersigned has an ownership interest in the Boat and/or Trailer and Undersigned is fully authorized to bind all other owners of the Boat and/or Trailer to the terms and conditions of this Agreement. If there is more than one owner of the Boat and/or Trailer (hereinafter "Owner(s)"), the terms of this Agreement shall apply jointly and severally to all Owners. Notice provided to one Owner constitutes notice to all Owners.

11. MacDonald's Resort offers free of charge, when water level is high enough, a boat launch for loading and off-loading your boat from its trailer. Undersigned may use boat launch but shall not damage boat launch when loading and off-loading his/her boat. If your boat is too large or you do not have a vehicle that is properly capable of pulling your boat out of the lake, please use the main boat launch in Bayview or Farragut State Park. Undersigned shall be billed for any damage rendering the boat launch useless or in need of repair. Undersigned shall not power their boat up onto their trailer as this causes erosion damage and leaves the launch unable to be used by other guests.

12. Swimming is only allowed in designated swimming areas at MacDonald's Resort. Swimming areas are not monitored by lifeguards and the Undersigned acknowledges that swimming is done at their and their guests' own risk. Undersigned acknowledges that swimming, scuba diving, floating on inflatable or other devices, and any similar activity is strictly prohibited within the marina or any other location where boats and other watercraft operate. Diving off docks or piling is never allowed. Undersigned is notified that the marina facilities are the site of multiple electrical transmission facilities and equipment as well as submersible electrical improvements that service the marina. State agencies have issued cautionary directives that the presence of electrical power to our marina and boats create a safety risk in the form of electrical shock and potential drowning. Undersigned shall be responsible for advising all of Undersigned's guests and invitees of this restriction. As a condition of this agreement, Undersigned individually and on behalf of any of Undersigned's guests and invitees, agrees to indemnify, defend, and hold MacDonald's Resort and its agents harmless from any injury, damage, or claim arising from or by virtue of any violation of this rule.

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More information can be found on the website of the Electric Shock Drowning Prevention Association (<https://www.electricshockdrowning.org/>).

Children under twelve (12) years of age are not permitted on the docks at any time without parents and/or responsible adults. Non swimmers and toddlers must wear life jackets when on the docks and boat decks.

Please sign and date acknowledging that the Undersigned has read and understood the risks of electrical shock drowning (ESD) and regulations involving swimming and similar activities at MacDonald's Resort and has been advised of additional informational resources available.

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

13. Undersigned is encouraged to keep track of the lake's water as MacDonald's Resort cannot always keep track of individual moorage water depths for each boat.

14. Undersigned and guests of Undersigned shall wear shoes or sandals whenever using any of the docks. Docks are to be kept free of clutter. No stairs (unless marine grade and approved by marina staff), refrigerators, garbage cans, containers, or similar items are permitted. The Undersigned personal belongings are not to be left, kept, or stored on any of the docks. Items such as dock furniture, umbrellas or stands, pull toys, floats, paddle boards, etc. are to be stored in the Undersigned's boat or at the Undersigned's management approved dock boxes when not in use. No barbecues, grills, firepits, heaters, or other heating or cooking devices are allowed on the docks at any time. Barbecues or grills used on the boat shall be approved for marine use and meet the American Boat and Yacht Council Standards.

15. All rules pertaining to pets at MacDonald's Resort are to be followed and a signed pet Agreement from Undersigned shall be on hand at the resort office. Pets are only allowed on docks if they are going out in a boat where they are to be walked out onto the dock and leashed at all times. Pets must be on a leash at all times within the resort unless the pet is at the Undersigned's unit or vessel. Undersigned is responsible for guest's pets. Animals and pets shall not be left unattended at any time while on the marina premises. Undersigned must properly pick up and dispose of any messes created by their pet and dispose of. MacDonald's Resort may require that pets be removed from the marina premises for excessive barking, defecation, or other activities which may be deemed disruptive the operation of the marina or use and enjoyment of other tenants or guests. Once a pet has been disallowed from the marina, it will not be allowed back for the remainder of the lease term. Pets are not allowed in the marina restrooms, shower rooms, or laundry facilities. Maximum of two pets per leased slip at any time without written permission from MacDonald's resort.

16. Undersigned agrees to not enter any areas deemed "Employee Only" including, but not limited to, all shop and tool areas, parts holding facilities etc.

DRAFT

17. MacDonald's Resort makes no warranties, express or implied, as to the condition of the slip or marina (including floats, walkways, gangways, ramps, gear and related items) or the suitability of the slip and marina for its intended purpose. Undersigned acknowledges that Undersigned has had an opportunity to inspect the marina and the slip prior to execution of this Agreement and agrees to accept the marina and slip in its current condition.

18. This Agreement may be terminated at any time, with no cause given, by MacDonald's Resort. Such termination shall be effective three (3) days from the date that written notice of the same is placed in the United States mail, addressed to the Owner(s) at the address provided below. All terms and conditions of this Agreement applying to any release of liability, or indemnification MacDonald's Resort for liability, will remain in full force and effect (even though by the terms herein, this storage Agreement will have terminated or expired) until such time as the Boat and/or Trailer has been removed from MacDonald's Resort.

19. If the Boat remains at the slip following termination of this Agreement, and without otherwise limiting the rights of MacDonald's Resort hereunder, Undersigned shall be deemed a holdover and charged a daily rate for transient moorage, a rate to be determined by MacDonald's Resort, for each day the Boat continues to be moored at the slip after the effective date of termination. MacDonald's Resort may, at its sole discretion, chain the Boat or slip and/or exclude the Owner(s) from access to the marina.

20. Any notice, aside from the termination notice described above, by MacDonald's Resort to Undersigned shall be deemed to be given if and when it is personally delivered to Undersigned or deposited in the mail and addressed to Undersigned at the address set forth below. Undersigned is responsible for informing MacDonald's Resort of its current address and phone number. Any notice by Undersigned to MacDonald's Resort shall be deemed given if it is signed by Undersigned and deposited in the mail and addressed to MacDonald's Resort at the following address: MacDonald's Resort, PO Box 38, Bayview, ID 83803.

21. In the case of an emergency, MacDonald's Resort is authorized to (but not under duty to) move the Boat and/or Trailer without liability for damages or loss of any kind. Undersigned agrees to pay MacDonald's Resort reasonable compensation for moving the Boat and/or Trailer under such circumstances.

22. MacDonald's Resort's rights and remedies hereunder are cumulative in nature, and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available in law. No waiver or forbearance of a default of this Agreement shall be construed as a waiver or forbearance of any other or subsequent breach, and the acceptance of any performance hereunder, or the payment of any amount after the same has become due or at a time when any other default exists shall not constitute a waiver of the right to demand payment of all other amounts owed or a waiver of any other default then or thereafter existing.

penalty but is to recompense MacDonald's Resort's administrative costs due to the failure of Undersigned to make timely payment.

**If Undersigned allows their account to become past due by 30 days, MacDonald's Resort may pursue eviction and legal action for failure to pay.**

**RETURNED CHECKS:** Undersigned shall pay to MacDonald's Resort \$30.00 for each check that is returned to MacDonald's Resort as unpaid and any late charges, if applicable.

**DEFAULT:** Undersigned shall pay the Dockage Fee on a timely basis. Failure to do so shall constitute a default of this Agreement and MacDonald's Resort may terminate this Agreement and exercise any of the remedies available in the Agreement or as provided by law. Nothing in agreement shall be construed as mandating MacDonald's Resort to waive its right for timely payment, nor shall the exercise of any provisions of this agreement waive MacDonald's Resort's right to demand timely payment in the future.

**LEIN:** MacDonald's Resort shall have the right to place a lien against the Vessel, its appurtenances and contents for sums for dockage and rental, services provided to the Vessel, injury or damage caused or contributed to or by the Vessel or Vessel Owner, including but not limited to damage to pier, piling, docks, personal injury, damage to other boats or vessels, pollution by oil, its derivatives, or other hazardous materials, loss by sinking, collision, fire, or other losses.

DRAFT

MacDonald's Resort in advance of such persons arriving at the marina. Approved contractors must produce insurance satisfactory to MacDonald's resort prior to performing work in the marina.

**DURATION OF VESSEL DOCKAGE AGREEMENT:** If Undersigned's boat leaves prior to their contractual "End Date" Undersigned remains responsible for the unpaid amount of the contracted rental or lease period, as detailed below, unless express written permission has been granted to the Undersigned. Notice of intent to terminate this Agreement by MacDonald's Resort shall be sent to the address stated above for such notice and notice of intent to terminate the Agreement by Undersigned to MacDonald's Resort shall be delivered to MacDonald's Resort at PO Box 38, Bayview, ID, 83803.

**VESSEL DOCKAGE RENTAL FEE ("FEE"):** Space in the marina is assigned only after receipt of a completed agreement and evidence of insurance in force. If undersigned needs assistance purchasing insurance on the vessel, please contact management at MacDonald's Resort. Selection of a payment schedule is for budgeting purposes. Lease agreements are for an annual period of time and cannot be divided for the portion utilized. Therefore, payment schedules are to make budgeting more convenient, not to pay only for months the boat slip was occupied.

Undersigned shall pay to MacDonald's Resort, for the use of the above-described Boat Slip, together with the utilities and services provided by MacDonald's Resort, the Fee as set forth in the attached Marina Rate Schedule of the MacDonald's Resort on or before the first (1st) day of respective rent period without notice or demand.

The State of Idaho charges MacDonald's Resort, and in effect the Undersigned, a lakebed lease fee of 3.75% of the dockage fee on open and covered slips. The rental rate paid to MacDonald's Resort includes three components. The first is a "Land Access Charge" which includes parking, roads, restrooms, etc. which utilize our real property. The second is the "Dockage Fee" to use the docks which float above land owned by the State of Idaho. The third is the lease fee itself based on 3.75% of the "Dockage fee." These three fees are included in the rates that are listed under Open and Covered slips.

**All signed contracts and payments shall be brought to MacDonald's Resort (17813 E. Hudson Bay Road, Bayview, ID 83803) or mailed to MacDonald's Resort at the following address:**

MacDonald's Resort  
8115 E. Upriver Drive  
Spokane, WA 99212

**LATE PAYMENT CHARGE:** Fees must be kept paid in advance by a minimum of one month. Undersigned shall pay to MacDonald's Resort an additional charge of \$10.00 per day if Undersigned fails to pay the entire dockage fees due (based on their selected payment schedule) within 5 business days of their respective due dates. The foregoing fee is not a

DRAFT

23. Undersigned shall be responsible for and shall promptly, upon demand, pay MacDonald's Resort for any damage caused to the marina, or governmental property by their boat, crew, family members, guests, invitees, licensees, vendors, visitors, employees or agents, by the Boat, by the Trailer, and/or by any other person or thing of which the Undersigned is in control. Undersigned shall comply with all laws and regulations now or hereafter in effect concerning the protection of the environment in and around the marina, and pay marina for any damage, expense or liability incurred by marina due to the Undersigned's failure to comply with such laws and regulations or due to any pollution created by, caused by, or contributed to by the Undersigned.

24. This Agreement represents the parties' complete understanding of the entire Agreement and no modification or alteration of this Agreement may be made except in writing, and signed by both parties.

25. By signing and dating this Agreement, the Undersigned certifies receipt of a copy of the Agreement and has been advised to SPECIFICALLY READ ALL THE ITEMS HEREOF AND TO SEEK COMPETENT LEGAL ADVICE BEFORE EXECUTING THIS AGREEMENT. If more than one person executes this Agreement as Undersigned, their obligations are joint and several, and any act or signature of, or notice or refund to any one or more of them with respect to this license shall be fully binding upon each of them. Nothing stated herein limits the joint and several liability as described in section 12 above.

26. In the event any suit, claim, action or any other legal proceeding is instituted to enforce this Agreement, the prevailing party shall be entitled to recover, in addition to costs and expenses provided by statute or otherwise, all reasonable attorneys' fees, including but not limited to attorney fees incurred for trial and/or on appeal. In the event such legal proceedings are had, this Agreement shall be governed by the laws of the State of Idaho and the United States. Venue for any action hereunder shall be in the District Court of Kootenai County. If any provision of this Agreement shall be found to be void, such determination shall not affect any other provision of this document.

27. MacDonald's Resort has limited off-site storage available for boat trailers for a fee of \$250 paid annually with availability on a first come first served basis. The off-site trailer storage site is gated, but not fenced or monitored and Undersigned expressly agrees and acknowledges that the trailer is stored at Undersigned's sole risk, and MacDonald's Resort shall not be liable for any loss (from any cause including but not limited to theft or vandalism) or damage thereto.

- Yes, I would like to store my trailer at the off-site storage yard for a fee of \$250 annually.
- No, I do not wish to store a trailer.

28. Only employees of MacDonald's Resort may perform mechanical or repair services on Undersigned's vessel as it is moored at MacDonald's Resort. The vessel should be transported away from the marina if such services are needed, and not contracted through MacDonald's Resort. Any other contractors working on any vessel must register in the marina store and be approved by Management prior to admittance to the dock. Undersigned shall notify

DRAFT

Boat Make/Model 28' ALMAR

Boat ID # (if not known, can be updated by 4/01/2023) N/A

Trailer License Plate # (if applicable) N/A

Insurance Provider Self-Insured Policy No. N/A

Slip #: Open Slip 1-55

☐ Electric: Off-Season Meter Fee \$125.00

Note: Usage will be invoiced at the end of the rental term.

Slip Fee

Off-Season 2023-2024 Rate

Covered: N/A

Open: \$1,650.00

Slip/Electric Total: \$1,650.00

If signed, this contract end date will be: **4/30/2024**

Please provide your billing address:

1500 Highway 2  
Sandpoint, ID 83864

Signed by: \_\_\_\_\_

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



## Bonner County Sheriff's Office

4001 N Boyer Road • Sandpoint, ID 83864 • Phone: (208) 263-8417

### Memorandum

**Date:** November 2, 2023  
**To:** Board of County Commissioners  
**From:** Sheriff Daryl Wheeler  
**Re:** Purchase over \$5k - Laptops for Detectives

**Description:**

The Bonner County Sheriff's Office would like permission to purchase five laptops for our detectives in the amount of \$6,759.25.

There is adequate funds in:  
03453/8590 Sheriff (Patrol)/Equipment

This Request has been approved by:

Auditing – Mike Rosedale

A handwritten signature in black ink, appearing to be "Mike Rosedale".

**Distribution:**

Original to be sent to the Sheriff's Office  
Copy to Auditor's Office

Recommendation Acceptance: ☐ yes ☐ no \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Luke Omodt, Chairman



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Item Total  
\$6,759.25

## Checkout

## Sales Representative

Edgar Santos  
Edgar.Santos@Dell.com  
(800) 4563355 6186194

## Summary



Dell Latitude 5440

Quantity 5

Catalog Number: 84/s11915440usr

## Order Information

Quote Number: 3000164784215.1

Expiration Date: Saturday, November 25, 2023

## Contract Details

Dell Contract Name: Dell NASPO Computer Equipment PA - Idaho  
Dell Contract Code: C00000013097  
Customer Agreement Number: MNVINC-108 / PADD16200012

## Order Contact

Change

JACKIE ROGERS  
BONNER COUNTY SHERIFF  
Phone Number: (208) 263-8417  
Email: jackie.rogers@bonnercountyd.gov

## Billing Address

JACKIE ROGERS  
BONNER COUNTY SHERIFF  
4001 N BOYER AVE  
SANDPOINT, Idaho, 83864-8066  
Phone Number: (208) 263-8417  
Email: jackie.rogers@bonnercountyd.gov  
Customer Number: 137791779

☐ If you would like to make any changes to your quote billing address, Please contact your sales representative.

☐ Same as Billing

## Shipping Address

Change

MARCUS ROBBINS  
BONNER COUNTY SHERIFF  
4001 N BOYER AVE  
SANDPOINT, Idaho, 83864-8066  
Phone Number: (208) 263-8417  
Email: marcus.robbins@bonnercountyd.gov  
Customer Number: 137791779

## Delivery

Change

Standard Get it by Tuesday, October 31 \$0.00 \$79.45

## Tax Exemption

Change

This order is tax exempt

## Trade Compliance

Change

I do not want to export outside the United States

## Payment

Credit Card

Business Lease

Dell Business Credit<sup>®</sup>

Conserve cash and credit lines for other business needs by using your Dell Business Credit Account tool.

Purchase Order

Purchase Order \*

Max 30 characters

Option	Selection	SKU	Quantity
Base	Dell Latitude 5440 BTX Base	[210-8FZV]	1
Processor	13th Gen Intel® Core™ i7-1355U (12 MB cache, 10 cores, 12 threads, up to 5.00 GHz Turbo)	[379-8FBS]	1
Operating System	Windows 11 Pro, English, Brazilian Portuguese, French, Spanish	[619-ARSB]	1
Office Productivity Software	No Microsoft Office License Included	[658-BCSB]	1
Base Options	Intel 13th Generation Core i7-1355U Trans., Intel Integrated Graphics, TB4	[338-CHFW]	1
Intel Responsiveness Technologies	Intel® Rapid Storage Technology Driver	[409-BCWR]	1
PalmRest	Single Pointing, Smart Card Reader, Finger Print Reader (w/ControlVault 3)	[346-BINX]	1
Systems Management	Intel vPro Management Disabled	[631-ADPW]	1
Memory	16 GB, 2 x 8 GB, DDR4, 3200 MT/s, Non-ECC, dual-channel	[370-AFVQ]	1
Hard Drive	512 GB, M.2 2230, PCIe NVMe, SSD, Class 35	[400-BOLJ]	1
Display	14.0" FHD (1920x1080) Non-Touch, AG, IPS, 250 nits, FHD IR Cam, WLAN/WWAN(4G)	[391-BHEF]	1
Keyboard	English US backlit keyboard, 79-key	[583-BHCH]	1
Mouse	No Mouse	[570-AADK]	1
Wireless Driver	Intel® AX211, 2x2, 802.11ax, MU-MIMO Driver, Bluetooth	[555-BJFN]	1
Wireless	Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth® wireless card	[555-BHHU]	1
Mobile Broadband	No Mobile Broadband Card	[556-BBCD]	1
Primary Battery	3 Cell, 54 Wh, ExpressCharge™, ExpressCharge™ Boost capable	[451-BDBL]	1
AC Adapter	65W AC adapter, USB Type-C, TCO Gen9 compliant	[492-BDHS]	1
Security Software	No anti-virus software	[650-AAAM]	1
PDF Solutions	Foxit PDF Editor v12	[634-BZSL]	1
Photo and Video Design	CyberLink PowerDirector 21 and PhotoDirector 14 Ultra	[634-BYFS]	1
Operating System Recovery Options	OS-Windows Media Not Included	[620-AALW]	1
Power Cord	E4 Power Cord 1M for US	[537-BBDO]	1
Setup and Features Guides	Latitude 5440 Quick Start Guide	[340-DDHM]	1

Continue

&lt; Back

Item Total  
\$6,759.25Your Products  
Sales QuotesAccount  
Your Profile  
Dell Contacts

Dell Latitude 5440

Quantity 5

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Catalog Number: 84/s11915440usr

Option	Selection	SKU	Quantity
Base	Dell Latitude 5440 BTX Base	[210-BFZV]	1
Processor	13th Gen Intel® Core™ i7-1355U (12 MB cache, 10 cores, 12 threads, up to 5.00 GHz Turbo)	[379-BFBS]	1
Operating System	Windows 11 Pro, English, Brazilian Portuguese, French, Spanish	[619-ARSB]	1
Office Productivity Software	No Microsoft Office License Included	[658-BCSB]	1
Base Options	Intel 13th Generation Core i7-1355U Trans., Intel Integrated Graphics, TBT4	[338-CHFW]	1
Intel Responsiveness Technologies	Intel® Rapid Storage Technology Driver	[409-BCWR]	1
PalmRest	Single Pointing, Smart Card Reader, Finger Print Reader (w/ControlVault 3)	[346-BINX]	1
Systems Management	Intel vPro Management Disabled	[631-ADPW]	1
Memory	16 GB, 2 x 8 GB, DDR4, 3200 MT/s, Non-ECC, dual-channel	[370-AFVQ]	1
Hard Drive	512 GB, M.2 2230, PCIe NVMe, SSD, Class 35	[400-BOLQ]	1
Display	14.0" FHD (1920x1080) Non-Touch, AG, IPS, 250 nits, FHD IR Cam, WLAN/WWAN(4G)	[391-BHEF]	1
Keyboard	English US backlit keyboard, 79-key	[583-BHCH]	1
Mouse	No Mouse	[570-AADK]	1
Wireless Driver	Intel® AX211, 2x2, 802.11ax, MU-MIMO Driver, Bluetooth	[555-BJFN]	1
Wireless	Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth® wireless card	[555-BHHU]	1
Mobile Broadband	No Mobile Broadband Card	[556-BBCD]	1
Primary Battery	3 Cell, 54 Wh, ExpressCharge™, ExpressCharge™ Boost capable	[451-BDBL]	1
AC Adapter	65W AC adapter, USB Type-C, TCO Gen9 compliant	[492-BDHS]	1
Security Software	No anti-virus software	[650-AAAM]	1
PDF Solutions	Foxit PDF Editor v12	[634-BZSL]	1
Photo and Video Design	CyberLink PowerDirector 21 and PhotoDirector 14 Ultra	[634-BYFS]	1
Operating System Recovery Options	OS-Windows Media Not Included	[620-AALW]	1
Power Cord	E4 Power Cord 1M for US	[537-BBDO]	1
Setup and Features Guides	Latitude 5440 Quick Start Guide	[340-BDHM]	1



## Bonner County Planning Department

*"Protecting property rights and enhancing property value"*

1500 Highway 2, Suite 208, Sandpoint, Idaho 83864

Phone (208) 265-1458 - Fax (208) 265-1463

Email: [planning@bonnercountyid.gov](mailto:planning@bonnercountyid.gov) - Web site: [www.bonnercountyid.gov](http://www.bonnercountyid.gov)

November 15, 2023

### Memorandum

To: Board of County Commissioners

From: Alex Feyen, Bonner County Planner

Re: Final plat, MLD0085-22 – Nielsen Subdivision

Nielsen Subdivision is a minor land division dividing a 10.59-acre parcel into one (1) 5.05-acre lot and one (1) 5.54-acre lot. The property is zoned Rural 5 and meets the requirements of that zone. The property is served by individual wells, individual septic systems, and Northern Lights, Inc. The property is accessed off Camp Peine Road, a privately owned and maintained road. The plat was approved by Bonner County on October 13, 2022. The parcel is located in a portion of Section 16 Township 56 North, Range 3 West.

The conditions of approval for MLD0085-22 Nielsen Subdivision have been completed. Notes and easements required by plat approval are shown on the final plat.

Legal Review: \_\_\_\_\_

Distribution: Jake Gabell  
Janna Berard  
Alex Feyen

(Recommendation)

Staff recommends the Board approve the final plat of File # MLD0085-22

Consent Agenda

Recommendation Acceptance: ☐ Yes ☐ No

\_\_\_\_\_  
Commissioner Luke Omodt, Chairman

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

# Bonner County Planning Department

"Protecting property rights and enhancing property value"  
1500 Highway 2, Suite 208, Sandpoint, Idaho 83864  
Phone (208) 265-1458 - Fax (866) 537-4935  
Email: [planning@bonnercountvid.gov](mailto:planning@bonnercountvid.gov) - Web site: [www.bonnercountvid.gov](http://www.bonnercountvid.gov)



## Board of County Commissioners Memorandum

November 15, 2023

To: Board of County Commissioners

From: Alex Feyen, Bonner County Planner

**Subject: Final plat, MLD0041-23 M & M Acres**

The above referenced plat is a minor land division dividing a 38.83-acre parcel into one (1) 9.10 acre lot and one (1) 9.11 acre lot and a 20-acre remainder parcel. The property is zoned Agricultural/Forestry 10 and Agricultural/Forestry 20 and meets the requirements of that zone. The property is served by individual wells, individual septic systems, and Avista Utilities. The property is accessed off Selkirk Road, a Bonner County Owned and Maintained Public Right-of Way. The parcel is located in a portion of Section 16, Township 58 North, Range 01 West, Boise Meridian, Idaho. The plat was approved by Bonner County on October 19, 2023.

The conditions of approval for this file have been completed. Notes and easements required by plat approval are shown on the final plat.

Legal Review: \_\_\_\_\_

Distribution: Jake Gabell  
Janna Berard  
Alex Feyen

Recommendation: Staff recommends the Board approve the final plat of the above referenced file.

Consent Agenda

Recommendation Acceptance: ☐ Yes ☐ No

\_\_\_\_\_  
Commissioner Luke Omodt, Chairman

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

# Bonner County Planning Department

"Protecting property rights and enhancing property value"  
1500 Highway 2, Suite 208, Sandpoint, Idaho 83864  
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## Board of County Commissioners Memorandum

November 15, 2023

To: Board of County Commissioners

From: Alex Feyen, Bonner County Planner

**Subject: Final plat, MLD0062-22 Bowers Estates**

The above referenced plat is a minor land division dividing a 20-acre parcel into (1) 6.24-acre lot, (2) 5-acre lots, and (1) 5.01-acre lot. The property is zoned Rural 5 and meets the requirements of that zone. The property is served by individual wells, individual septic systems, and Northern Lights, Inc. The property is accessed off Kelso Lake Road, a Bonner County owned and maintained public right-of-way and Bowers Trail, a private driveway easement. The parcel is located in a portion of Section 3/10, Township 54 North, Range 2 West, Boise Meridian, Idaho. The plat was approved by Bonner County on July 20, 2022.

The conditions of approval for this file have been completed. Notes and easements required by plat approval are shown on the final plat.

Legal Review: \_\_\_\_\_

Distribution: Jake Gabell  
Janna Berard  
Alex Feyen

Recommendation: Staff recommends the Board approve the final plat of the above referenced file.

Consent Agenda

Recommendation Acceptance: ☐ Yes ☐ No

\_\_\_\_\_  
Commissioner Luke Omodt, Chairman

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

# Bonner County Planning Department

"Protecting property rights and enhancing property value"  
1500 Highway 2, Suite 208, Sandpoint, Idaho 83864  
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## Board of County Commissioners Memorandum

November 15, 2023

To: Board of County Commissioners

From: Alex Feyen, Bonner County Planner

**Subject: Final plat, MLD0117-22 McKnight Estates**

The above referenced plat is a minor land division dividing one (1) ±4.291-acre parcel into one (1) .558-acre lot, one (1) .783 acre lot, one (1) .991 acre lot, and one (1) 2.004 acre lot. The property is zoned Suburban and meets the requirements of that zone. The property is served by West Bonner County Water & Sewer and Avista Utilities. The property is accessed off Baja Lane, a privately owned and maintained easement, and Nagel Road, a Bonner County owned and maintained right-of-way. The parcel is located in a portion of Section 25, Township 56 North, Range 6 West, Boise Meridian, Idaho. The plat was approved by Bonner County on January 25, 2023. The conditions of approval for this file have been completed. Notes and easements required by plat approval are shown on the final plat.

Legal Review: \_\_\_\_\_

Distribution: Jake Gabell  
Janna Berard  
Alex Feyen

Recommendation: Staff recommends the Board approve the final plat of the above referenced file.

Consent Agenda

Recommendation Acceptance: ☐ Yes ☐ No

\_\_\_\_\_  
Commissioner Luke Omodt, Chairman

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

# Bonner County Planning Department

"Protecting property rights and enhancing property value"  
1500 Highway 2, Suite 208, Sandpoint, Idaho 83864  
Phone (208) 265-1458 - Fax (866) 537-4935  
Email: [planning@bonnercountvid.gov](mailto:planning@bonnercountvid.gov) - Web site: [www.bonnercountvid.gov](http://www.bonnercountvid.gov)



## Board of County Commissioners Memorandum

November 15, 2023

To: Board of County Commissioners  
From: Rob Winningham, Bonner County Planner  
Subject: **Final plat, MLD0178-21 – B&C ESTATES**

The above referenced plat is a minor land division dividing a 9.2 acre parcel into two (2) 4.6 acre lots. The property is zoned Rural 5 (R-5) and meets the requirements of that zone. The property is served by individual well, individual system, and is not served by a utility company. The property is accessed off Roaming River Drive, a private easement. The parcel is located in a portion of Section 6, Township 56 North, Range 4 West, Boise Meridian, Idaho. The plat was approved by Bonner County on January 25, 2022.

The conditions of approval for this file have been completed. Notes and easements required by plat approval are shown on the final plat.

Legal Review: \_\_\_\_\_

Distribution: Jake Gabell  
Janna Berard  
Rob Winningham

Recommendation: Staff recommends the Board approve the final plat of the above referenced file.

Consent Agenda

Recommendation Acceptance: ☐ Yes ☐ No

\_\_\_\_\_  
Commissioner Luke Omodt, Chairman

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



# Bonner County Justice Services

4002 Samuelson Avenue, Sandpoint, ID 83864 \* Phone (208) 263-1602

DRAFT

November 21, 2023

## Memorandum

Justice Services  
Item #1

To: Bonner County Commissioners

From: Ron Stultz, Director

Re: Bonner County Justice Services Department Operating Agreement FY23-24

It is recommended that the Board of County Commissioners approve the Bonner County Justice Services Department Operating Agreement as approved by legal. This Agreement sets forth the operating plan for Bonner County Justice Services for the fiscal year 23-24 as supported by legislative code.

**Distribution:** Send directly back to Justice Services; copy to Board of Commissioners

A suggested motion would be: I move to approve the Justice Services Operating Agreement, which sets the operating plan for Justice Services for FY23-24 as supported by legislative code.

Recommendation Acceptance: ☐ yes ☐ no \_\_\_\_\_ Date: \_\_\_\_\_

Commissioner Luke Omodt, Chair

Approved by Legal –

**BONNER COUNTY JUSTICE SERVICES DEPARTMENT  
OPERATING AGREEMENT**

DRAFT

This Agreement is made this 21 day of November 2023, by and between Bonner County and District Court for the First Judicial District, State of Idaho, through the Board of County Commissioners and Administrative District Judge or his/her designee on the date each participating party signs this Agreement.

**RECITALS**

A. Juvenile / Adult Misdemeanor Probation and Juvenile Detention is designated in Idaho Code Section 20-501, 20-517, and 31-878 as one of the components of Idaho's juvenile and adult misdemeanor corrections system.

B. The duties of the Department of Juvenile Corrections under Idaho Code Section 20-504 provides that the department, by rule, in cooperation with the courts and the counties, shall establish uniform standards, (criteria and operating procedures) for county juvenile probation services, as well as qualifications for and standards for the training of juvenile probation officers.

C. Idaho Code Section 20-529 allows the "courts in the several counties of this state shall enter into a contract or agreement for probation services to the counties or, if the Court deems local probation services are preferable, may appoint one (1) or more persons to serve as probation officers at the expense of the county with the concurrence of the county commissioners."

D. Idaho Code Section 20-517 allows "the county commissioners shall provide a detention center for the detention of juveniles to be conducted by the Court, or, subject to the approval of the Court, by other appropriate public agency, provided that such detention shall comply with the provisions of section 20-518."

E. Idaho Code Section 31-878 allows Adult Misdemeanor Probation Services are to be provided by county commissioners to supervise misdemeanor offenders in those cases where such probation supervision has been ordered by the sentencing judge. The functions of Adult Misdemeanor Probation Services are to be prescribed by the Administrative District Judge or his or her designee in each Judicial District.

WHEREFORE, under the authority of the statutes set forth above, and in consideration of the mutual benefits to each party and the mutual covenants set forth in this agreement, the parties hereby agree as follows:

## DEFINITIONS

The terms defined in this section shall, in this Plan, have the meanings described below unless the context otherwise indicates:

1. BOCC. The Board of Bonner County Commissioners.
2. COURT. The Administrative District Judge for the First Judicial District, State of Idaho, or his/her designee.
3. DEPARTMENT. Bonner County Justice Services.
4. DIRECTOR. Director of Bonner County Justice Services.
5. EMPLOYEES. Individuals hired as employees of the Department.
6. SERVICE PROVIDERS. Contract personnel providing educational, training, counseling or other programs or services to the Department.

## OPERATING PROCEDURES

1. **PURPOSE OF THE JUSTICE SERVICES DEPARTMENT** - The County shall operate a juvenile probation department / adult misdemeanor department / juvenile detention department to be known as Justice Services Department, hereinafter "the Department."
2. **TERM OF THIS AGREEMENT** - This agreement shall be for a period of one (1) year, provided that it shall be subject to yearly review and renewal each fiscal year by the parties. If any party wishes to withdraw from this Agreement, it may do so only at the beginning of any fiscal year, by giving the other party notice of its intention to withdraw sixty (60) days in advance of the beginning of the fiscal year during which it wishes not to participate in this Agreement.
3. **MANAGEMENT OF THE DEPARTMENT** – The Department shall be managed as follows:
  - a. *Responsibilities of the Board of County Commissioners* - The Board of County Commissioners, hereinafter "BOCC", shall establish the policies for management and operation of the Department. In conformance with the balanced approach and with advice and consent from the Court, and pursuant to the orders of the Court, the BOCC shall oversee the Department

DRAFT

including intake, diversion, supervision, restitution and community service work and shall approve and set the annual budget for the Department. The BOCC and the Administrative District Judge or his or her designee shall hire a Director to manage the day-to-day operations of the Department. The BOCC and the Administrative District Judge or his or her designee shall meet together with the Director as necessary. The County Personnel Policy shall apply as determined by the BOCC.

b. *Employment Status of the Justice Services Director* - The Director shall be an employee of the County whose status shall be determined by county policy and shall serve at the discretion of the BOCC and Administrative District Judge or his or her designee.

c. *Duties of Justice Services Director* - The daily management and operation of the Department shall be the responsibility of the Director. The Director shall perform the following duties: (The BOCC and Administrative District Judge or his or her designee may add or subtract from any of the following):

- 1) Recommend and prepare an operating plan. Implement written objectives, policies, programs and evaluations to support the goals set by the County and the Court.
- 2) Promote compliance with all applicable agreements, policies, procedures and laws, rules and Court orders with respect to juvenile probation / adult misdemeanor probation / juvenile detention.
- 3) Promote compliance with any and all requirements set forth pursuant to state and federal funding.
- 4) Monitor the progress towards achievement of the goals and objectives of the Department, and evaluate the accomplishments of the Department, and regularly report his/her findings to the Court and the BOCC.
- 5) Meet regularly with the Court and the BOCC to review operations, budget and to discuss problems in the operation of the Department.
- 6) Manage the day-to-day operations of juvenile probation / adult misdemeanor probation / juvenile detention in the County.
- 7) Hire, train, supervise, evaluate, and discipline all personnel required including support staff to provide juvenile probation services / adult misdemeanor probation services / juvenile detention services in the county.
- 8) Monitor the caseload of each juvenile / adult misdemeanor probation officer.

- 9) Prepare and review with the BOCC the proposed annual budget for the administration, operation and maintenance of the Department in conformance with Section 4.
- 10) As determined by the BOCC and the Administrative District Judge or his or her designee, direct appropriate education, treatment, and counseling programs for all juveniles as required by the Court.
- 11) Coordinate the administration of the Justice Services Department with all entities.
- 12) Advise the BOCC and the Administrative District Judge or his or her designee of new developments in the balanced approach and restorative justice and participate with other agencies in matters related thereto.
- 13) Require all juvenile probation officers / adult misdemeanors or probation officers and juvenile detention staff to receive POST certification and all other employees receive adequate training and resources to perform all duties and functions.
- 14) Issue management reports and statistics to the Court and the BOCC as may be requested by the BOCC and the Administrative District Judge or his or her designee.
- 15) Other responsibilities as assigned by the BOCC and the Administrative District Judge or his or her designee.

*d. Hiring, Management, and Discipline of the Justice Services Director* - The BOCC and the Administrative District Judge or his or her designee shall be responsible for a job description and hiring criteria and for hiring, supervising, and disciplining the Director, and shall do so according to the personnel policies, handbooks, rules, and regulations adopted by the BOCC. The Administrative District Judge, or his or her judge designee, shall attend interviews of candidates for the position of Director and shall provide advice and consent in the hiring of the Director. The Director cannot be hired without the consent of the Administrative District Judge or his or her judge designee.

*e. Relationship of "Employees" to the BOCC* - The BOCC shall set all the management and personnel policies for all Justice Services Department employees.

*f. Discipline of Department Staff* - The Director shall have full authority from the BOCC and the Administrative District Judge or his or her designee to discipline the department employees. The Director shall follow all policies and procedures adopted by the BOCC.

*g. Hiring or Contracting for Service Providers* - By order, the Court shall set the minimum qualifications for service providers providing educational, training, or counseling programs or services in the Department or to juveniles and/or adults under the supervision of the Court. Before such persons are hired, or a contract for their services let, the BOCC shall have the opportunity to interview them, review their work histories, and evaluate their suitability for the services to be provided. The Court shall provide input in the selection of the individual candidates but the final decision shall be the responsibility of the BOCC and the Director. The Director shall be responsible for managing and disciplining service providers of the Department.

*h. Retention of Inherent Powers.* The Court hereby expressly retains its inherent powers, as described in *Crooks v. Maynard*, 112 Idaho 312, 732 P.2d 281 (1987) and other applicable law.

*i. Courts Input on Employee Performance.* The Court may, in its discretion from time to time, provide input to the BOCC on the performance of specific employees or evaluations of service providers, which the BOCC shall consider in good faith.

4. ANNUAL BUDGET AND OPERATING PLAN APPROVAL PROCESS -

*a. Proposed Annual Budget* - By a date to be determined by the BOCC, the Director shall present to the BOCC a proposed operating budget for the succeeding fiscal year, including any proposed program initiatives. As is set forth below in subsection b hereof, the Director shall seek the advice and consent of the Court through the administrative judge of the judicial district or his or her designee, and, pursuant to subsection b set forth below, the Director and the BOCC shall incorporate into the budget all the programs for treatment, education, and counseling required by the Court, and all the qualifications of the persons providing such services required by the Court. The proposed budget shall provide all information required in the budgetary process, including the prior year's expenses and the proposed needs for the coming year. Copies of the proposed budget, the Operating Plan and this Agreement shall be provided to all members of the BOCC and to the Court.

*b. Annual Review of the Operating Plan and Programs by the Court* - Each year, before the Department Budget is finally approved by the BOCC, the Court shall review the operating plan, and the Department budget, as set forth in subsection a hereof, for the inclusion of the programming and staffing that it feels will best meet the needs of the juveniles / adults on

probation and juveniles in detention, and shall have the authority to order, subject to available funds of the county, the inclusion and adequate funding of the following:

- 1) The number and qualifications of the program providers for each program or project;
- 2) The types of education, training, treatment, and counseling required for the Department;
- 3) Any other actions necessary for compliance with State standards for juvenile probation as determined by the Idaho Department of Juvenile Corrections.

5. LEGAL COUNSEL - The Justice Services Director shall obtain any necessary legal advice regarding the daily management and operation of the Department from the County Prosecuting Attorney and may not seek other legal counsel regarding the Department without the prior written consent of the BOCC.

**COUNTY:**

\_\_\_\_\_  
STEVEN BRADSHAW, Chairman of the Bonner County Board  
Of Commissioners

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
ASIA WILLIAMS, County Commissioner

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
LUKE OMODT, County Commissioner

ATTEST: \_\_\_\_\_

**APPROVED BY THE COURT:**

\_\_\_\_\_  
HONORABLE LAMONT BERECH, District Judge,  
First Judicial District, State of Idaho



## Bonner County Planning Department

*"Protecting property rights and enhancing property value"*

1500 Highway 2, Suite 208, Sandpoint, Idaho 83864

Phone (208) 265-1458 - Fax (208) 265-1463

Email: [planning@bonnercountyid.gov](mailto:planning@bonnercountyid.gov) - Web site: [www.bonnercountyid.gov](http://www.bonnercountyid.gov)

November 14, 2023

### Memorandum

To: Board of County Commissioners

From: Travis Haller, Bonner County Planning Assistant Director

Re: Right-of-Way Vacation for Thomas Street and a portion of Markham Street, Campbell Street and an alley, Planning Department File #VS0004-22

The Bonner County Board of Commissioners (Board) held a duly noticed public hearing on October 25, 2023 for the right-of-way vacation (abandonment) of Thomas Street and a portion of Markham Street, Campbell Street, and an alley, lying in a portion of Section 30, Township 56 North, Range 3 West, Boise Meridian, Idaho. The Board approved to vacate Thomas Street, a portion of Markham Street and an alley. The Board did not approve to vacate Campbell Street.

The Resolution for Right-of-Way Vacation for Thomas Street and a portion of Markham Street, Campbell Street and an Alley has been reviewed by legal.

Legal Review: Approved, see email

Distribution:  
Jake Gabell  
Travis Haller  
Jason Johnson

#### Suggested motion:

Mr. Chairman, based on the information before us I move that the County approve the Resolution for Right-of-Way Vacation for Thomas Street and a portion of Markham Street, Campbell Street and an alley.

Recommendation Acceptance: ☐ Yes ☐ No

Commissioner Luke Omodt, Chairman

Date

**DRAFT**

**BONNER COUNTY BOARD OF COMMISSIONERS  
RESOLUTION NO. 23-**

**RIGHT-OF- WAY VACATION  
FOR THOMAS STREET AND A PORTION OF MARKHAM STREET, CAMPBELL STREET  
AND AN ALLEY  
PLANNING DEPARTMENT FILE #VS0004-22**

**WHEREAS**, Celia Thomas & John Winings filed a petition with Bonner County, Idaho for the vacation (abandonment) of Thomas Street and a portion of Markham Street, Campbell Street and an alley, as described in Exhibit A, lying in a portion of Section 30, Township 56 North, Range 3 West, Boise Meridian, Idaho; and

**WHEREAS**, the Bonner County Board of Commissioners held a duly noticed public hearing for the vacation of these roadways as described in Exhibit A on October 25, 2023 pursuant to the procedures of Idaho Code §40-203; and

**WHEREAS**, following the duly noticed public hearing, the Bonner County Board of Commissioners did adopt findings of fact and conclusions of law in support of the abandonment of Thomas Street, a portion of Markham Street, and an alley; and denied the vacation of Campbell Street, as described in Exhibit A, lying in a portion of Section 30, Township 56 North, Range 3 West, Boise Meridian, Idaho, finding and concluding that:

**Conclusion 1**

This proposal was reviewed for compliance with the vacation criteria and standards set forth at Idaho Code, 40-203.

**Finding**

Bonner County Road & Bridge has strenuously opposed the vacation of Campbell Street as originally proposed.

**Conclusion 2**

Bonner County has received specific objections to the application to vacate the described platted area of Campbell Street as described in Exhibit A, lying in a portion of Section 30, Township 56 North, Range 3 West, Boise Meridian, Idaho.

**Finding**

No public agency has opposed the vacation proposal as modified and approved by this decision.

**Conclusion 3**

Bonner County has not received objections to the application to vacate the described platted areas of Thomas Street, a portion of Markham Street, and an alley.

Finding

There is no evidence in the record which shows that these public rights-of-way have been abandoned.

Finding

It is in the public interest to maintain access between Blue Spruce Lane and River Run Drive via Campbell Street, thereby maintaining this access for emergencies, evacuations, and alternative access during construction projects.

Conclusion 4

The abandonment of the following public right-of-way is in the public interest: Thomas Street, a portion of Markham Street, and an alley as described in Exhibit A, lying in a portion of Section 30, Township 56 North, Range 3 West, Boise Meridian, Idaho.

Conclusion 5

The abandonment of the following public right-of-way is not in the public interest: Campbell Street as described in Exhibit A, lying in a portion of Section 30, Township 56 North, Range 3 West, Boise Meridian, Idaho.

Finding

Vacation of this right-of-way will not extinguish any rights-of-way or easements for the continued use of existing sewer, gas, water, or similar pipelines and appurtenances, or other underground facilities as defined in section 55-2202, Idaho Code, for ditches or canals and appurtenances, and for electric, telephone and similar lines and appurtenances.

Finding

No real property adjoining the area to be vacated would be left without access to an established highway or public right-of-way, provided that the planned project REPLAT OF T.S. CAMPBELL'S ADDITION (as modified by this decision) is completed and recorded.

Finding

This modified approval decision will maintain public access between Blue Spruce Lane and River Run Drive via Campbell Street.

Conclusion 6

By partially granting this petition for vacation of public right-of-way, real property adjoining the subject highway or public right-of-way will not be left without access to an established highway or public right-of-way.

**WHEREAS**, the Board of Commissioners, pursuant to the petition dated June 6, 2023, agreed to vest the vacated area to the owners of the adjacent real estate, one-half on each side;

**NOW, THEREFORE BE IT RESOLVED** by the Board of County Commissioners, Bonner County, Idaho, that Thomas Street, a portion of Markham Street, and an alley as described in Exhibit A, lying in a portion of Section 30, Township 56 North, Range 3 West, Boise Meridian, Idaho, are hereby vacated.

**DRAFT**

**BE IT FURTHER RESOLVED** that all easements, franchise rights, appurtenances, or any other interests of any property owner or public utility in or across the property in question shall not be impaired by the granting of the vacation.

**BE IT FURTHER RESOLVED** that Bonner County does hereby grant, deed and convey the vacated right-of-ways as described in Exhibit A as modified by this decision to John and Marni Winings, and John and Celia Thomas, the owners of the parcels in which these rights-of-way are described.

ADOPTED as a Resolution of the Board of County Commissioners of Bonner County, Idaho, upon a majority vote on the 21<sup>th</sup> day of November, 2023.

**BONNER COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Luke Omodt, Chairman

\_\_\_\_\_  
Asia Williams, Commissioner

\_\_\_\_\_  
Steve Bradshaw, Commissioner

ATTEST: Michael W. Rosedale, Clerk

\_\_\_\_\_  
By Deputy Clerk

\_\_\_\_\_  
Date

Legal: \_\_\_\_\_



## Bonner County Planning Department

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November 21, 2023

### Memorandum

**DRAFT**

To: Board of County Commissioners

From: Jake Gabell, Bonner County Planning Director

Re: Engineering Contract with 7B Engineering

The Planning Department is seeking approval from the Professional Services Contract for engineering services with 7B Engineering. This would only be utilized on a rare case when the Bonner County Engineering Department cannot review a project due to workload or conflicts of interest. This is also a pass through cost, when the county is charged for the review and then the cost is passed to the applicant.

The Planning Department had a previous agreement for engineering services in 2018 that ended in 2021 when it was not renewed.

The Professional Services Contract has been reviewed by legal.

Legal Review: Approved, see email

Distribution:  
Jake Gabell  
Jeannie Welter

(Recommendation)  
Staff recommends the Board approve the Engineering Contract with 7B Engineering.

#### Suggested motion:

Mr. Chairman, based on the information before us I move that the County approve the Professional Services Contract with 7B Engineering.

Recommendation Acceptance: ☐ Yes ☐ No

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

Commissioner ~~Steve Bradshaw~~, Chairman

*Luke Omelt*

# AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES—TASK ORDER EDITION

## MAIN AGREEMENT

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# AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES—TASK ORDER EDITION

## MAIN AGREEMENT

DRAFT

This Main Agreement is a part of the Agreement between **Bonner County Planning Department** (Owner) and **7B Engineering** (Engineer). Other terms used in the Agreement are defined in Article 7, Definitions.

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

Owner and Engineer further agree as follows:

### ARTICLE 1—SERVICES OF ENGINEER

#### 1.01 General

- A. Each Task Order shall indicate the type of project, such as Review or Planning.
- B. Engineer's services will be detailed in a duly executed Task Order for each Specific Project, or for a portion of a Specific Project.
- C. The Main Agreement is not a commitment by Owner to issue any Task Orders.
- D. Engineer will not be obligated to perform any prospective Task Order unless and until (1) Owner and Engineer agree to the particulars of the assignment, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters, and include such particulars in the Task Order, and (2) Owner and Engineer both sign the Task Order.
- E. Each duly executed Task Order will be subject to the terms and conditions of (a) this Main Agreement; (b) the Main Agreement's exhibits; (c) any executed written amendments of the Main Agreement (see Exhibit C); (d) the specific Task Order itself; (e) the specific Task Order's exhibits; and (f) any amendments or modifications of the specific Task Order.

#### 1.02 Task Order Procedure

- A. The general recommended format of a Task Order is presented in the accompanying Task Order Form. Commonly-used Task Order exhibits are presented in the accompanying Exhibits to Task Order document.
- B. Each specific Task Order will indicate:
  - 1. Project Background Data;
  - 2. Specific services to be performed by Engineer ("Scope"), including key deliverables;
  - 3. Additions or Modifications to Owner's Responsibilities;
  - 4. Task Order Schedule;

---

Main Agreement.

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Page 1 of 28

5. Engineer's Compensation for Task Order; and
  6. Primary Subconsultants, if any.
- C. With respect to the Engineer's scope of services under a specific Task Order, each specific Task Order will either (1) be accompanied by and incorporate an Exhibit A, "Engineer's Services Under Task Order," and Exhibit B, "Deliverables Schedule," prepared for the specific Task Order, or (2) state a customized scope of services and deliverables schedule in the Task Order document itself or in an attachment.
- D. Upon signature of the Task Order by both parties (but no earlier than the Effective Date of the specific Task Order), Engineer will commence performance and furnish, or cause to be furnished, the services authorized by the Task Order.
- E. Task Orders may be amended as set forth in Paragraph 8.05.B of this Main Agreement.

#### 1.03 Management of Engineering Services

- A. All phases of Engineer's services under each Task Order will include management of Engineer's Specific Project responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:
    - a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B to Task Order.
    - b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.
    - c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.
  2. Develop and submit detailed work plans from Exhibit A to Task Order tasks.
  3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.
  4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Specific Project that may affect, or be affected by, Engineer's services or resulting construction.
  5. Prepare and submit engineering services progress/final reports to the Owner. Include a summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns. Reporting requirements shall be specified by Owner in the Task Order for each project.
  6. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, for each invoice provide the specified additional information or documentation, following the invoicing procedures indicated: **Not Applicable.**
  7. Conduct ongoing management tasks, including:

- a. Maintaining communications records and files pertaining to or arising from Engineer's services;
  - b. With respect to Engineer's services and other directly relevant parts of the Specific Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and
  - c. Preparing agendas prior to and minutes following all Engineer-led meetings.
- B. Unless a different standard is expressly set forth in a specific Task Order, in all phases of Engineer's services, Engineer shall prepare documents in accordance with **Owner's standards**, using **software capable of printing or exporting to electronic PDF format**.

#### 1.04 Sequencing and Coordination

- A. For each Task Order, the Work to be designed or specified by Engineer, upon which the Engineer's scope has been established, will be performed or furnished under one prime Construction Contract, unless specified otherwise in the Task Order.
- B. If the Work designed or specified by Engineer under a specific Task Order is to be performed or furnished under more than one prime Construction Contract, or if Engineer's services are to be separately sequenced with the work of one or more of Owner's consultants or contractors (such as in the case of fast-tracking), then:
  1. the Task Order's Deliverables Schedule will account for the need to sequence and properly coordinate Engineer's services as applicable to the Work under the Construction Contracts; or
  2. If the Task Order does not address such sequencing and coordination, then Owner and Engineer will jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order, whether the work under such contracts is to proceed concurrently or sequentially.

### ARTICLE 2—OWNER'S RESPONSIBILITIES

#### 2.01 Application of Owner's Responsibilities

- A. The responsibilities of Owner set forth in Article 2 apply to each Specific Project and each specific Task Order. Supplemental responsibilities of Owner applicable only to a specific Task Order may be stated in the specific Task Order.

#### 2.02 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of the Specific Project, including Owner's:
  1. Objectives and constraints;

2. Data prepared by or as a result of services of others such as subsurface explorations, hydrographic surveys, and laboratory tests and inspections of samples, materials, and equipment;
  3. Environmental assessment and impact statements;
  4. Property, boundary, right of way, easement, topographic, and utility surveys;
  5. Property descriptions;
  6. Zoning, deed, and other land use restrictions;
  7. design and construction standards;
  8. budgetary limitations; and
  9. any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services under the Task Order; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services.
- C. Examine all studies, reports, and other documents presented by Engineer.
- D. Render necessary decisions in writing within a reasonable time.

#### 2.03 Owner's Instructions Regarding Bidding and Construction Contract Documents (**Not Applicable**)

#### 2.04 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for each Specific Project:
1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
  2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
  3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.

#### 2.05 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement and under each Task Order.

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##### Main Agreement.

- B. Owner will provide Engineer with Owner's budget for each Specific Project, including type and source of funding to be used and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement and under each Task Order.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement and under each Task Order.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement or any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement or any Task Order, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
  - 1. any development that affects the scope or time of performance of Engineer's services;
  - 2. the presence at the Site of any Constituent of Concern; or
  - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to a Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, then Owner shall define and set forth, in an exhibit to the governing Task Order, the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
  - 1. Perform or provide the following:
    - a. All other Owner responsibilities expressly identified in any Task Order, not otherwise set forth in this Agreement.

2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
  - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
  - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
3. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of each Task Order, as required.

#### 2.06 Payment

- A. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4.

### ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES

#### 3.01 Term

- A. This Agreement will be effective and applicable to Task Orders issued hereunder for **three (3)** years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

#### 3.02 Commencement

- A. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

#### 3.03 Time for Completion

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each 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, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of a Specific Project, or of Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If the Contract Times to complete the Work under a Construction Contract are extended beyond the period stated in the governing Task Order, Owner will pay Engineer for the additional services during the extension based on the Standard Hourly Rates Method of Payment.
- E. If Engineer fails, for reasons within the control of Engineer, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

## ARTICLE 4—INVOICES AND PAYMENTS

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### 4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices; the terms of any progress reporting and special invoicing requirements in Paragraph 1.03, or as otherwise required in Exhibit A to the Task Order; and with the applicable terms of Appendix 1 to Main Agreement, Reimbursable Expenses Schedule, and Appendix 2 to Main Agreement, Standard Hourly Rates Schedule. Engineer shall submit its invoices to Owner when tasks are completed or as specified in the Task Order. 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. 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 Article 4. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer 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 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date of a Task Order any governmental entity takes an 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 will be in addition to the compensation to which Engineer is entitled under the terms of this Main Agreement and the specific Task Order.

### 4.03 Basis of Compensation

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services must be identified in each specific Task Order (Task Order Form, Paragraph 6). 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 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. The terms and conditions applicable to each of the three compensation methods are set forth in Paragraph 4.04.
- 4.04 Explanation of Compensation Methods
- A. Lump Sum
1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
  2. The Lump Sum will include compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Engineer's Subcontractor and Subconsultant charges.
  3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges):
    - a. Mileage
    - b. Printing and reproduction
    - c. Items identified in the Task Order.
  4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services completed during the billing period to the Lump Sum.
- B. Standard Hourly Rates
1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph 4.05 below, and Appendix 1.
  2. 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.
  3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Agreement as Appendices 1 and 2.
  4. The total estimated compensation for the specified category of services will be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).

5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of **January 1st**) to reflect equitable changes in the compensation payable to Engineer.

C. Direct Labor Costs Times a Factor

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of **1.1 (additional 10%)** for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph 4.05 below, and Appendix 1.
2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.
3. The total estimated compensation for the specified category of services must be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).
4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).
5. The Reimbursable Expenses Schedule, Direct Labor Costs, and the factor applied to Direct Labor Costs will be adjusted annually (as of **January 1st**) to reflect equitable changes in the compensation payable to Engineer.

4.05 Reimbursable Expenses

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount includes the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Engineer's Subcontractor and Subconsultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in Paragraph 4.04.A.3 above.
- B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order:
  1. Transportation (including mileage), lodging, and subsistence incidental thereto;

2. Providing and maintaining field office facilities including furnishings and utilities;
  3. Toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items;
  4. Consultant charges; and
  5. Other expenses identified in Appendix 1.
- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods must be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of **1.1 (additional 10%)**.
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges will be the amount billed by such Consultants to Engineer times a factor of **1.1 (additional 10%)**.
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

#### 4.06 Other Provisions Concerning Payment

##### A. Estimated Compensation Amounts

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination for Owner's convenience of Engineer's services under the Task Order. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services under the Task Order for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer will be paid for all services rendered.

## ARTICLE 5—OPINIONS OF COST

### 5.01 Opinions of Probable Construction Cost (Not Applicable)

## ARTICLE 6—GENERAL CONSIDERATIONS

### 6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and 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 may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures
  1. Engineer and Owner shall comply with applicable Laws and Regulations.
  2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date of the Task Order to Laws and Regulations,
    - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures, and
    - c. changes after the Effective Date of the Task Order to Owner-provided written policies or procedures.

- F. Copies of review documents: If Engineer is required to prepare or furnish review documents under a specific Task Order, Engineer shall deliver to Owner at least one complete electronic copy of such review document. Deliverables shall be specified in the Task Order.
- G. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence the Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- J. Engineer's services do not include providing legal advice or representation.
- K. 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 Ownership and Use of Documents

- A. For Task Orders classified as "review" projects, paragraph 6.02 is not applicable.
- B. For Task Orders classified as the preparation of reports, studies, masterplans, infrastructure asset management plans, and other planning related documents; the following applies:
  - 1. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Specific Project is completed.
    - a. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project.
    - b. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

- 1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
- 2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;
- 3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and
- 4) such limited license to Owner shall not create any rights in third parties.

#### 6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, all correspondence, Documents, text, data, drawings, information, and graphics related to each Specific Project, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
  1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP or in a specific Task Order.
  2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F, or a specific Task Order expressly excludes the application of Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

#### 6.04 Insurance

- A. At the time of writing this Main Agreement, insurance requirements have not been specified by the County.
- B. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles. If so, requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

#### 6.05 Suspension and Termination

##### A. Suspension

1. By Owner: Owner may suspend Engineer's services under a specific Task Order for up to 90 days upon 7 days' written notice to Engineer.
2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under a Task Order:
  - a. if Owner has failed to pay Engineer for invoiced services and expenses under that Task Order, as set forth in Paragraphs 4.02.B and 4.02.C;
  - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
  - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under the Task Order.
3. A suspension under a specific Task Order, whether by Owner or Engineer, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.

##### B. Termination for Cause—Task Order

1. Either party may terminate a Task Order for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.
  - a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate a Task Order for cause upon 7 days' written notice:

- a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
  - b. if the Engineer's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
  - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Cause—Main Agreement: In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon 7 days' notice Engineer may terminate this Main Agreement and all Task Orders.
- D. Termination for Convenience by Owner: Owner may terminate a Task Order or this Main Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E. Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- F. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services that have been performed or furnished in accordance with this Main Agreement and the specific Task Order, and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
  1. If Owner has terminated a Task Order for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Main Agreement or as otherwise agreed in writing.
  2. If Owner has terminated the Main Agreement for convenience, or if Engineer has terminated a Task Order for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Main Agreement.

## 6.06 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 6.06.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 Main Agreement and any Task Order issued under this Main Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Main Agreement, or in any Task Order, without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated 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 Main Agreement or any Task Order.
- C. Unless expressly provided otherwise in this Main Agreement:
  - 1. All duties and responsibilities undertaken pursuant to this Main Agreement or any Task Order will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  - 2. Nothing in this Main Agreement or in any Task Order will 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.
  - 3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in all Construction Contracts associated with this Main Agreement and its Task Orders.

## 6.07 Dispute Resolution

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
- B. Mediation: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Main Agreement or any Task Order hereunder, or to any breach of this Main Agreement or any Task Order ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
- C. If the parties fail to resolve a dispute through mediation under Paragraph 6.07.B, then either or both may invoke the applicable dispute resolution procedures of Exhibit H. If Exhibit H is not included, or if no applicable dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

## 6.08 Controlling Law; Venue

- A. This Main Agreement and all Task Orders (unless expressly stated otherwise) are to be governed by the Laws and Regulations of the state in which the principal office of the Owner is located: **Idaho**.

- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of Owner's principal office; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which Owner's principal office is located.

6.09 Environmental Condition of Site

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order), Owner represents to Engineer that, as of the Effective Date of the Task Order, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern. For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
  - 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
  - 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.
  - 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that for all Task Orders the Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Specific Project adversely affected thereby until such portion of the Specific Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at a Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or

anticipated, adversely affects the performance of Engineer's services under a specific Task Order, then:

1. if the adverse effects do not preclude Engineer from completing its Specific Project services in general accordance with the Task Order on unaffected or marginally affected portions of the Specific Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Task Order will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
  2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its Specific Project services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate the Task Order for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under a Site, provided that:
1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
  2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

#### 6.11 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 a specific Task Order, or such other period as required by Laws and Regulations, 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.

#### 6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Main Agreement or a Task Order will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All notices must be effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Main Agreement or in a Task Order will survive completion or termination for any reason.
- C. Severability: Any provision or part of the Main Agreement or any Task Order held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Main Agreement and any Task Order will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services,

or the Specific Project is not completed, then no later than the date of Owner's last payment to Engineer under the applicable Task Order.

## ARTICLE 7—DEFINITIONS

### 7.01 Defined Terms

- A. Wherever used in this Agreement (as defined herein), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. **Addenda**—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  2. **Additional Services**—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of a specific Task Order.
  3. **Agreement**—This written contract for professional services between Owner and Engineer, including the Main Agreement, all exhibits and appendices to the Main Agreement identified in Paragraphs 8.01 and 8.02, all duly executed amendments, and all Task Orders, including all exhibits and duly executed amendments to such Task Orders.
    - a. **Main Agreement**—See definition at Paragraph 7.01.A.28 below.
  4. **Application for Payment**—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
  5. **Basic Services**—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of a specific Task Order.
  6. **Bidding/Proposal Documents**—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
  7. **Change Order**—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
  8. **Change Proposal**—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of a Specific Project designed or specified by or for Engineer under a Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), performing or supporting construction activities relating to a Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—All documents expressly identified as deliverables in this Main Agreement or in any Task Order, whether in printed or Electronic Document form, required to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. Effective Date of the Main Agreement—The date indicated in this Main Agreement on which it becomes effective, but if no such date is indicated, it means the date on which

- the Main Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. **Effective Date of the Task Order**—The date indicated in a specific Task Order on which the Task Order 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.
  21. **Electronic Document**—Any Specific Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
  22. **Electronic Means**—Electronic mail (email), upload/download from a secure Specific Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
  23. **Engineer**—The individual or entity named as such in this Main Agreement.
  24. **Engineer's Subcontractor**—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to a Specific Project as an independent contractor.
  25. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
  26. **Front-End Construction Contract Documents**—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
  27. **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.
  28. **Main Agreement**—The portion of the Agreement containing the general terms and conditions of the contract between Owner and Engineer, applicable to all Task Orders, including but not limited to provisions regarding task order procedures, Owner responsibilities, invoice and payment procedures, standard of care, ownership of documents, suspension and termination, and definitions.
  29. **Owner**—The individual or entity named as such in this Main Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same

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individual or entity that will enter into any Construction Contracts concerning Specific Projects.

30. Permit Applicant—Property owners or representatives that have submitted land development applications to the planning department for review and permitting.
31. Record Drawings—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
32. Resident Project Representative—As authorized by a specific Task Order, the representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR (if any) will be as set forth in each Task Order.
33. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
35. Site—Lands or areas to be indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
36. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
37. Specific Project—A specifically identified and defined total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
38. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to a Specific Project as an independent contractor.
39. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is

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Main Agreement.

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indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

41. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
42. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
43. Task Order—A document executed under this Main Agreement by Owner and Engineer (including incorporated exhibits and amendments if any), stating the scope of services, Engineer's compensation, times for performance of services, and other relevant information.
44. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
45. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

46. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
47. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

## ARTICLE 8—EXHIBITS AND APPENDICES TO MAIN AGREEMENT; TASK ORDER FORM; EXHIBITS TO TASK ORDER; SPECIAL PROVISIONS

### 8.01 Exhibits to Main Agreement

The following exhibits are incorporated by reference and included as part of this Main Agreement, and as such are applicable to all Task Orders:

- A. Reserved.
- B. Reserved.
- C. Exhibit C, Amendment to Main Agreement (form).
- D. Reserved.
- E. Reserved.
- F. Exhibit F, Electronic Documents Protocol (EDP). **[Not Used]**
- G. Exhibit G, Insurance. **[Not Used]**
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.

### 8.02 Appendices to Main Agreement

- A. The following appendices are incorporated by reference and made a part of this Main Agreement:
  1. Appendix 1—Reimbursable Expenses Schedule
  2. Appendix 2—Standard Hourly Rates Schedule

### 8.03 Resource Documents: Task Order Form and Exhibits to Task Order

- A. The parties acknowledge the accompanying documents, “Part 3 of 4: Task Order Form” and “Part 4 of 4: Exhibits to Task Order.” These documents are a resource for the parties’ use when a specific Task Order is issued. To the extent practical and applicable to a Specific

Project, the parties will use the Task Order Form and Exhibits to Task Order as the basis for preparing the specific Task Order and its exhibits. The Task Order Form and Exhibits to Task Order are not a part of this Main Agreement or binding on the parties except to the extent they serve as the basis for a duly executed Task Order and its exhibits.

8.04 Executed Task Orders and Their Exhibits

- A. When a specific Task Order is duly executed by Owner and Engineer, the Task Order and its exhibits become an integral part of the Agreement, governed by the Main Agreement and its exhibits.

8.05 Total Agreement; Amendments to Main Agreement and Task Orders

- A. This Agreement (as defined herein) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings.
- B. Amendments:
  - 1. This Main Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Such written instruments should be based whenever possible on the format of Exhibit C to this Main Agreement.
  - 2. Amendments and modifications to a Task Order may be made by execution of a new, expressly related Task Order, or by execution of a written amendment to the Task Order.
  - 3. Nothing in any Task Order will be construed as revising or modifying the terms and conditions of the Main Agreement or its exhibits, except as expressly stated in such Task Order.

8.06 Designated Representatives

- A. With the execution of this Main Agreement, Engineer and Owner shall each designate a specific individual to act as representative under the Main Agreement. Such an individual must have authority to execute Task Orders, transmit instructions, receive information, and render decisions with respect to this Main Agreement, on behalf of the party that the individual represents.
- B. With the execution of each Task Order, Engineer and Owner shall each designate a specific individual to act as representative with respect to the Task Order. Such individual must have authority to transmit instructions, receive information, and render decisions with respect to the specific Task Order, on behalf of the party that the individual represents.

8.07 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 8.07:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

#### 8.08 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
  1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
  2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

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This Main Agreement's Effective Date is [date to be inserted at the time of execution].

Owner:

Bonner County Planning Department

(name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Jake Gabell

(typed or printed)

Title: Director

(typed or printed)

Attach evidence of authority to sign.

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

1500 Highway 2, Suite 208

Sandpoint, ID 83864

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

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

Phone:

Email:

Engineer:

7B Engineering

(name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Daniel W. Larson

(typed or printed)

Title: Principal

(typed or printed)

Attach evidence of authority to sign.

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

414 Church Street, Suite 203

Sandpoint, ID 83864

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

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

Phone:

Email:

Main Agreement.

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## EXHIBITS TO MAIN AGREEMENT

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## EXHIBIT C—AMENDMENT TO MAIN AGREEMENT

### AMENDMENT TO MAIN AGREEMENT

Amendment No. \_\_\_\_\_

Owner: **Bonner County Planning Department**

Engineer: **7B Engineering**

Effective Date of Agreement: \_\_\_\_\_

Nature of Amendment: (Check those that apply)

- ☐ Modifications to responsibilities of Owner
- ☐ Modifications of payment to Engineer
- ☐ Modifications to term of Main Agreement
- ☐ Modifications to other terms and conditions of the Main Agreement

Description of Modifications: \_\_\_\_\_

Owner and Engineer hereby agree to modify the above-referenced Main Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner

Bonner County Planning Department  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

(Attach evidence of authority to sign.)

Date: \_\_\_\_\_  
(date signed)

Name: Jake Gabell  
(typed or printed)

Title: Director  
(typed or printed)

Engineer

7B Engineering  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

(Attach evidence of authority to sign.)

Date: \_\_\_\_\_  
(date signed)

Name: Daniel W. Larson  
(typed or printed)

Title: Principal  
(typed or printed)

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Exhibit D—Reserved.

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Exhibit E—Reserved.

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## EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

### ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Main Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

#### 1.01 Electronic Documents Protocol

A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals. References to "Project" will mean the Specific Project, or the facilities program or other combination of projects undertaken with Engineer's involvement, as the case may be.

##### 1. Basic Requirements

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with Owner, Engineer, or any Contractor or other entity directly contracted with the Owner to furnish Project-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the Owner or Engineer.
- e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any

applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or (3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
  - 1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP is **20 MB**. Attachments larger than that may be exchanged using large file transfer functions or physical media.
  - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of this exhibit, or implementation of other Electronic Documents protocols.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless

this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

#### B. Format and Distribution of Deliverables

1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to Owner. Exhibit A of each specific Task Order identifies various Documents that Engineer is required to deliver to Owner as part of Engineer's services; Exhibit B of each specific Task Order is a schedule of such Documents. Engineer will transmit such Documents to Owner in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF).
2. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in a specific Exhibit A, then the Exhibit A format will take precedence. If no specific format is identified for distribution of a deliverable Document to third parties, the format will be Portable Document Format (PDF).
  - a. If a format for Document distribution other than Portable Document Format (PDF) is specified, Owner shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:
    - 1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical

simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.

- 2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or Owner arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.
- 3) The third party shall indemnify and hold harmless Owner, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.
- 4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by Owner.
  - b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.
3. Owner may release (or direct Engineer to release) an Electronic Document version of a Document prepared by or for Engineer, including but not limited to a deliverable Document as set forth in Exhibit F Paragraph 1.01.C, in a format other than those identified in Exhibit F Paragraph 1.01.B or 1.01.C of the Electronic Documents Protocol, or elsewhere in the Agreement, only if (a) a Contractor or other Project-related party (Requesting Party) makes a good faith request for such release, (b) Owner determines in its sole discretion that such release is prudent and will be beneficial to the Project, and (c) Owner obtains Requesting Party's written consent to the four conditions set forth in Exhibit F Paragraph 1.01.C.2.a.1-4 above.
4. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under this Exhibit F Paragraph 1.01.D are Additional Services. Such services may include but are not limited to preparing the data in a manner deemed appropriate by Engineer. Owner may require reimbursement from the Requesting Party for the cost of such Additional Services, but compensation by Owner to Engineer for the Additional Services is not contingent upon Owner obtaining reimbursement from the Requesting Party.

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**EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE**

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and Engineer; and, Owner's and Engineer's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by Engineer for future use and modification	Email w/ Attach or LFE	DWG, PDF	
a.6	Correspondence, reports, and specifications to be submitted by Engineer to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner by Engineer for future data processing use and modification	Email w/ Attach or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification	Email w/ Attach or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
Key				
EMAIL	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version [number] or later.			
DWG	Autodesk® AutoCAD. dwg format Version [number].			
DOC	Microsoft® Word. docx format Version [number].			
EXC	Microsoft® Excel .xlsx or .xml			
DB	Microsoft® Access .mdb			

## **EXHIBIT G—INSURANCE**

### **ARTICLE 1—INSURANCE**

At the time of writing this agreement, the insurance requirements were not specified by the Bonner County Planning Department.

This section may be updated using an agreement addendum or on a Task Order basis. When the Planning Department determines the level of insurance coverage required, this exhibit shall be revised to reflect the requirements moving forward. It may be good practice to update this exhibit on an annual basis.

## EXHIBIT H—DISPUTE RESOLUTION

### ARTICLE 1—DISPUTE RESOLUTION METHOD

Paragraph 6.07 of the Agreement, Dispute Resolution, is supplemented to include the following Exhibit H Paragraph 1.01:

#### 1.01 Arbitration

- A. Method for Resolution of Disputes: All Disputes between Owner and Engineer that have not been resolved by negotiations or mediation will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Exhibit H Paragraph 1.01). This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. Arbitration Provisions
  1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the selected arbitration administrator. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.
  2. The arbitrator(s) must be licensed engineers, architects, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Agreement. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
  3. If the applicable arbitration rules require a preliminary mediation, but the parties have already participated in mediation with respect to the Dispute, then the second mediation is not required.
  4. The rules of any arbitration must be supplemented to include the following: The award rendered by the arbitrators must be in writing, and include (a) a precise breakdown of the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.
  5. The award rendered by the arbitrators will be consistent with this Agreement and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.
  6. The arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Agreement expressly permits them to do so.
  7. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver

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by that party of the right to present evidence or cross-examine witness. In such event, the other party will be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

8. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Agreement. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.
9. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner, Subconsultants to the Engineer, or Engineer's Subcontractors (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Exhibit H Paragraph 1.01 nor in the provision of such contract consenting to joinder will create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.

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## EXHIBIT I—LIMITATIONS OF LIABILITY

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### ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph(s) **1.01, Mutual Indemnification; and 1.02, Limitation of Engineer's Liability:**

#### 1.01 Mutual Indemnification

- A. Indemnification by Owner: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

#### 1.02 Limitation of Engineer's Liability

- A. Engineer's Liability Limited to Amount of Engineer's Compensation: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors, will not exceed the total compensation received by Engineer under this Agreement or the specific Task Order being considered.

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## APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

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Reimbursable Expenses are subject to review and adjustment on an annual basis. Rates and charges for Reimbursable Expenses as of the Effective Date of the Main Agreement are:

8"x11" Copies/Impressions	At cost
Copies of Drawings	At cost
Mileage (auto)	\$0.655/mile
Air Transportation	at cost
Laboratory Testing	at cost
Meals and Lodging	at cost

## APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

### A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in the Agreement and the governing Task Order.
3. The Standard Hourly Rates are subject to annual adjustment.

### B. Schedule: Hourly rates for services performed on or after the date of the Agreement are:

Billing Class	Rate
Principal Engineer	\$ 205/hour
Project Engineer	\$ 145/hour
Staff Engineer	\$ 126/hour
Engineer-in-Training	\$ 125/hour
Drafter/Engineering Tech.	\$ 110/hour

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## TASK ORDER NO. [\_\_\_\_]

This is Task Order No. [\_\_\_\_],  
consisting of 5 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated [date], Owner and Engineer agree as follows:

### 1. TASK ORDER DATA

a.	Effective Date of Task Order:	
b.	Owner:	
c.	Engineer:	
d.	Specific Project (title)	
e.	Specific Project (description):	
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	

### 2. BASELINE INFORMATION

**Baseline Information.** Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Specific Project Title:

Type and Size of Facility:

Description of Improvements:

Expected Construction Start:

Task Order.

Prior Studies, Reports, Plans:

Project Location(s):

Current Specific Project Budget:

Funding Sources:

Known Design Standards:

Known Specific Project  
Limitations:

Specific Project Assumptions:

Other Pertinent Information:

Reporting Requirements:

### 3. SERVICES OF ENGINEER ("SCOPE")

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:

**[Select one of the following options and delete the others.]**

☐ Exhibit A to Task Order, "Engineer's Services for Task Order," as attached to this specific Task Order. **[Attach a scope of services exhibit labeled "Exhibit A." This exhibit will often be based on E-505's published Exhibit A to Task Order, as modified for the specific Task Order; or at the user's option the exhibit may consist of an attached custom-drafted scope of services, or a scope of services set out in a separate document such as a letter or proposal.]**

**[or]**

☐ as follows: **[Directly insert customized scope of services here.]**

- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.
- C. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, **[if more clarity is needed, identify specific situations qualifying as additional effort, such as those described in Exhibit A to Task Order, Paragraph 2.01]** are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional

Task Order.

Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

#### 4. DELIVERABLES SCHEDULE

- A. The Deliverable schedule shall be as follows:

Deliverable	Date/Timeline

#### 5. ADDITIONS TO OWNER'S RESPONSIBILITIES

- A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order: **[State any supplementary Owner responsibilities applicable to this Task Order here.]**

#### 6. TASK ORDER SCHEDULE

- A. The parties shall meet the following schedule:

Date	Action / Milestone	Comment

#### 7. ENGINEER'S COMPENSATION

- A. The terms of payment are set forth in Article 4 of the Main Agreement.  
 B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services	\$[ ]	[ ]
a. Phase or Subtask 1	\$[ ]	[ ]
b. Phase or Subtask 2	\$[ ]	[ ]
TOTAL COMPENSATION (items 1 and 2)	\$[ ]	
3. Additional Services under Section 2.D above	(N/A)	[ ]

Task Order.

- C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

**8. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:**

- A. [Identify primary Subconsultants]

**9. EXHIBITS AND ATTACHMENTS:**

- A. Exhibit A to Task Order—Engineer's Services Under Task Order  
B. Project information and Review Material

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:

ENGINEER:

By:

By:

Print Name:

Print Name:

Title:

Title:

Engineer's License or Firm's  
Certificate No. (if required):

State of:

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DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Title:

\_\_\_\_\_

Address:

\_\_\_\_\_

Address:

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E-Mail  
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E-Mail  
Address:

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Phone:

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Phone:

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Date:

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Date:

\_\_\_\_\_

Task Order.

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# EXHIBITS TO TASK ORDER

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## EXHIBIT A—ENGINEER'S SERVICES UNDER TASK ORDER

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Article 1 of the Main Agreement, Services of Engineer, is supplemented to include the following provisions:

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

## ARTICLE 1—BASIC SERVICES

## 1.01 Management of Engineering Services

A. See **Main Agreement**, Paragraph 1.03.

## 1.02 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
  - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of the Owner-identified potential solutions listed here:
    - 1) [List the specific potential solutions to be studied and evaluated here \_\_\_\_].
  - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
  - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [insert specific number \_\_\_\_] alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.

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3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
  4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
  5. Assess initially available Specific Project information and data, including the Baseline Information set forth at the beginning of this Exhibit A.
  6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related information and data, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
  7. After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.
  8. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Specific Project to be designed or specified by Engineer, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the Specific Project provided to the Engineer or being concurrently prepared for Owner by others.
  9. Advise the Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement, for use in Specific Project design, or in preparation for Contractor selection and construction.
  10. Assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface conditions at the Site; innovative design, contracting, or procurement strategies; project delivery method; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph will be referred to in Exhibit A as "Specific Project Strategies, Technologies, and Techniques."
  11. Assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions, plan for the inclusion of sustainable features in the design.
  12. Review with Owner the thresholds established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to perform, and to absorb or avoid damage without suffering complete or substantial failure. As part of the review, identify additional risk assessment studies or tools that are available to evaluate the susceptibility of the facilities or improvements to natural and man-made events beyond the applicable established thresholds. Upon Owner request, as an additional service, perform additional risk assessment studies or tools to further evaluate system resiliency beyond the applicable established thresholds.
  13. Utilities, including Underground Facilities
    - a. Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.

- b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities (whether above-ground utilities of any type, or Underground Facilities) likely to be affected by the Specific Project construction and additional utility facilities or extensions that will be needed to serve the Specific Project.
  - c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation during the Study and Report Phase, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.
  - d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Specific Project (including any additional utility facilities or extensions needed to serve the Specific Project) on existing utilities.
  - e. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner regarding the extent and identification and mapping of existing Underground Facilities during the design and construction phases.
    - 1) If Owner has retained a land surveyor, utility engineer, or utility consultant, collaborate with such individuals or entities regarding the application of ASCE 38.
14. Inquire regarding survey methodologies and technologies that would aid in addressing Owner's Specific Project requirements. Develop a scope of work and survey limits for any topographic and other surveys necessary for design. For recommended survey deliverables, specify a) required technical specifications; b) pertinent datum; c) survey limits, and d) formats of deliverables. Collaborate with land surveyor, when separately retained by Owner or third party, to develop such scope of work.
15. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s).
- a. For each recommended solution, Engineer will separately tabulate Total Project Cost, itemizing those items and services included within the definition of Total Project Costs.
  - b. Engineer will meet with Owner to discuss the draft Report and receive Owner's comments.
16. Perform or provide the following other Study and Report Phase tasks or deliverables:
- a. **[List any such tasks or deliverables here].**

17. Furnish the Report and any other Study and Report Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in the Task Order, and review the deliverables with Owner.
18. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report (as revised) and any other Study and Report Phase deliverables.

### 1.03 Review Phase

#### A. Engineer shall:

1. Engineer shall provide a review of the design in accordance with the specific scope and purposes identified in the Task Order. Engineer's general responsibilities include the following:
  - a. Select a Team Leader to preside at meetings and carry out the duties of Team Leader set forth in this Agreement.
  - b. Meet with Owner to become familiar with:
    - 1) The Project program, scope, and constraints;
    - 2) Assumptions regarding technical and statutory and regulatory requirements;
    - 3) Standards referenced;
    - 4) Problems encountered;
    - 5) Special solutions accomplished;
    - 6) Additional analyses that were made that are not reflected in the Documents; and
    - 7) Other matters of importance related to the project review.
  - c. If necessary, meet separately with individual employees of the Owner and with permit applicants, when approved by owner, to confirm Engineer's understanding of the documents and discuss any issues of interest.

#### B. Engineer Review Process

1. At each specific stage at which a Review is conducted, Reviewers shall:
  - a. Review the Documents for compliance with the Project program and purpose as well as with accepted standards of professional and technical practices. Such review is to be for objective acceptability, and not for Reviewers' personal preferences. Reviewers shall refrain from recommending or advocating changes that are merely personal preference.
  - b. Discuss findings with Owner and attempt to reach agreement on all points where Reviewers recommend that the design be revised, including acceptable modifications to Reviewers' own recommendations as appropriate.

- c. Prepare and present a written Report or Memorandum of the Reviewers' findings and recommendations to Owner and Permit Applicant when review of the Documents is complete, explanation of Reviewers' recommendations to Permit Applicant is accomplished, and the appropriateness of revisions to the design has been agreed upon to the extent possible.
- d. Cooperate with Owner and Permit Applicant in determining the necessary steps to take to resolve any conflicting technical opinions between Permit Applicant and Reviewers, endeavoring at all times to accomplish the necessary revisions so as to minimize the Review's cost and disruption of the Project's progress.

## ARTICLE 2—ADDITIONAL SERVICES

### 2.01 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.
  1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.
  2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:
    - a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;
    - b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Specific Project;
    - c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and
    - d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
  3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
  4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during

construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Implement coordination of Engineer's services with other parts of the Specific Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Specific Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.
6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Specific Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).
7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
11. To the extent the Specific Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

## 2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.
  1. Obtain or provide specified additional Specific Project-related information and data to enable Engineer to complete its Basic and Additional Services.
  2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
  3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in

connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
5. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.
7. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
9. Undertaking investigations and studies including, but not limited to:
  - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
  - b. detailed consideration of operations, maintenance, and overhead expenses;
  - c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Specific Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
  - d. preparation of appraisals;
  - e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
  - f. detailed quantity surveys of materials, equipment, and labor; and
  - g. audits or inventories required in connection with construction performed or furnished by Owner.
10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.

11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
12. Providing the following services:
- a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.
  - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.
16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
17. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.
18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement.
19. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
20. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
21. Supplementing Record Drawings with information regarding the completed Specific Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
22. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
23. Preparation of operation, maintenance, and staffing manuals.
24. Protracted or extensive assistance in refining and adjusting of Specific Project equipment and systems (such as initial startup, testing, and balancing).

25. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
26. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related recordkeeping.
27. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Specific Project (but not including disputes between Owner and Engineer).
28. Overtime work requiring higher than regular rates.
29. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
30. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
31. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
32. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.



## BONNER COUNTY ROAD & BRIDGE

1500 Hwy 2 Ste 101 • Sandpoint, ID 83864 • Phone: (208) 255-5681 – Fax: (208) 263-9084  
E-mail: roads@bonnercountyid.gov

R&B  
Item # 1

November 14, 2023

To: Bonner County Commissioners  
From: Matt Mulder, PE, Road and Bridge Staff Engineer  
Re: LHTAC and Local Agreement – Leading Idaho Local Bridges  
Program – (3 Bridges) - Rapid Lightning Bridge #4, Colburn Culver at Grouse Creek  
Bridge, and Colburn Culver at Pack River (North) Bridge.

On March 16, 2022, Governor Little signed Senate Bill 1359, a funding bill for local transportation in Idaho. The bill provided up to \$200 million for repairs and replacement of local bridges. Bonner County submitted applications for 5 bridges to be considered, and to date 4 of the 5 bridges have been selected for award of funding through the first four rounds of awards. Additional rounds are likely forthcoming which would include the fifth Bonner County bridge.

The Local Highway Technical Assistance Council (LHTAC) will administer the bridge funds through the Leading Idaho Local Bridge (LILB) Program. This program is from state funds and does not require any match by Bonner County.

Attached is a LHTAC and local agreement sent for Bonner County signature pertaining to the next 3 of the 5 bridges, Rapid Lightning Bridge #4, Colburn Culver at Grouse Creek Bridge, and Colburn Culver at Pack River (North) Bridge. The first bridge (Grouse Creek Rd at Grouse Creek) was already taken up under a previous agreement. This current agreement will confirm that Bonner County wishes to move forward with LHTAC replacing these next 3 of the 5 bridges under the LILB program.

Legal Review: By LHTAC

Instructions: 1 copy to Road and Bridge

A suggested motion would be: **I move the Board of Commissioners approve LHTAC & Local Agreement: Leading Idaho Bridge Program – Bridge #KN20645, KN30225, and KN30235 to replace the Rapid Lightning Bridge #4, Colburn Culver at Grouse Creek Bridge, and the Colburn Culver at Pack River (North) Bridge.**

Recommendation Acceptance: ☐ yes ☐ no \_\_\_\_\_ date: \_\_\_\_\_  
Commissioner Luke Omodt, Chairman

**LHTAC/LOCAL AGREEMENT  
LEADING IDAHO BRIDGE PROGRAM  
BRIDGE KN20645, KN30225, KN30235  
LILB# 2.2.1 BONNER COUNTY**

**DRAFT**

**PARTIES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL (LHTAC)**, hereafter called LHTAC, and BONNER COUNTY, acting by and through its Commission or Council (Sponsor).

**PURPOSE**

LHTAC is administering the Leading Idaho Local Bridge (LILB) program funded with state funds authorized by the Idaho Legislature through Senate Bill 1359 (2022). This program is intended to serve the Local Highway Jurisdictions with the repair or replacement of bridges (greater than 20 foot span) that are in poor condition and/or have a load restriction. The Sponsor has requested their Bridge KN20645, KN30225, KN30235 be repaired or replaced through this Project.

Authority for this Agreement is established by Title 40-719 of Idaho Code under the Strategic Initiatives Program.

The Parties agree as follows:

**SECTION I. GENERAL**

1. This agreement applies only to Bridge KN20645, KN30225, KN30235.
2. Projects funded in the LILB program do not require any upfront costs or match from the Sponsor.
3. Under the LILB program, LHTAC will administer the project, serve as the lead agency and the Sponsor will contribute as outlined in this agreement.
4. The funds for the LILB program are available immediately and the PROJECT may commence upon execution of this agreement.
5. A project detail form that includes an estimated budget, schedule and agreed upon local sponsor contributions is outlined in Attachment A.

6. Sufficient Appropriation. It is understood and agreed that LHTAC is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate LHTAC beyond the term of any particular appropriation of funds by the State.

## **SECTION II. LHTAC shall:**

1. Administer the development of the project through LHTAC staff or contracted resources.
2. Administer the construction of the project, including the bidding of the project through LHTAC staff or contractor resources.
3. Maintain all application and award records, including source documentation for all expenditures for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
4. Administer contracts with engineering and/or construction contractors and any associated sub-contractor providing services for Bridge KN20645, KN30225, KN30235.
5. Bill Sponsor for any state funds to be repaid by Sponsor if Project is terminated without LHTAC approved cause prior to completion.

## **SECTION III. Sponsor shall:**

1. Permit LHTAC and LHTAC's contractors to conduct highway and bridge design and construction activities such as, but not limited to: data collection, survey, design, repair or replacement for Bridge KN20645, KN30225, KN30235 within the public Right-of-Way required by such activities.
2. Sponsor warrants that it will repay any state funds on this project if Project is terminated 30 days after the delivery of Type, Size and Location specifications and prior to completion.
3. Pay for any additional activities not provided by LHTAC or LHTAC's contractors.
4. Pay additional costs for the inclusion of any design features not included in LHTAC's proposed Type, Size and Location specifications, such as, but not limited to: increased width, lighting or aesthetics.
5. Engage in the optional activities documented in Attachment A

(if applicable)

6. Upon completion of the project, maintain Bridge KN20645, KN30225, KN30235 in a manner necessary for safe utilization.

#### **SECTION IV. EXECUTION**

This Agreement is executed for LHTAC by its Administrator, and executed for Sponsor by its duly appointed elected official, attested to by its Clerk.

#### **SECTION V. PERIOD OF APLICABILITY**

This agreement becomes effective upon the signature of both parties. Both parties shall be delivered an electronic executed copy of this agreement within five (5) business days from execution and shall be in effect until the completion and closeout of the PROJECT or until cancelled through terms outlined in this agreement.

#### **SECTION VI. TERMINATION**

1. This agreement may be terminated with the mutual written consent of LHTAC and the Sponsor. Upon cancelling LHTAC will inform the Sponsor of any repayment of state funds owed, if applicable.
2. LHTAC may terminate this agreement if the Sponsor is in material noncompliance with program requirements.

**LHTAC**

\_\_\_\_\_  
Administrator

**ATTEST:**

BONNER COUNTY

\_\_\_\_\_  
DESIGNATED OFFICIAL

\_\_\_\_\_  
TITLE

**Attachment A**

**Leading Idaho Local Bridge Program Project Detail Sheet**

Bridge KN: KN20645

Carries: S5786;COLBURN CULV

Crosses: GROUSE CREEK

Jurisdiction: 1

Project Proposal: Replace bridge in place per the design developed by LHTAC.

LHTAC and the Sponsor have agreed for the Sponsor to participate in the project development and construction with the following activities:

[Sponsor conducted activities entered here]

**Attachment A**

**Leading Idaho Local Bridge Program Project Detail Sheet**

Bridge KN: KN30225

Carries: RAPID LIGHTNING RD.

Crosses: RAPID LIGHTNING CREEK

Jurisdiction: 1

Project Proposal: Replace bridge in place per the design developed by LHTAC.

LHTAC and the Sponsor have agreed for the Sponsor to participate in the project development and construction with the following activities:

[Sponsor conducted activities entered here]

**Attachment A**

**Leading Idaho Local Bridge Program Project Detail Sheet**

Bridge KN: KN30235

Carries: COLBURN CULVER RD.

Crosses: PACK RIVER

Jurisdiction: 1

Project Proposal: Replace bridge in place per the design developed by LHTAC.

LHTAC and the Sponsor have agreed for the Sponsor to participate in the project development and construction with the following activities:

[Sponsor conducted activities entered here]