

## **Bonner County**

## **Board of Commissioners**

Luke Omodt

Steve Bradshaw

Asia Williams

October 24, 2023

# Memorandum



Bonner County Commissioners To:

Adopting the Order of the Agenda as Presented Re:

A s	uggested Motion would be: Mr. Chairman I move to adopt the order of agenda as presented.
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Cons	ent Agenda
	Consent Agenda includes:
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CON	SENT AGENDA – Action Item
1)	Bonner County Commissioners' Minutes for October 17, 2023
2)	Liquor Licenses: Thai Nigeri Restaurant, Sandpoint, ID; The Tervan Tavern, Sandpoint, ID; Puccis Pub,
	Sandraint ID: Wine/II Sandraint ID: Breakfast Cantina, Ponderay, ID; Farmhouse Kitchen BBQ,
	Bondaray, ID: Sayory, Sandpoint, ID: Rara Food Mart, Oldtown, ID: Squeeze Inn, Clark Fork, ID; Willer
	Ridge Natural Foods, Sandpoint, ID; Bluebird Bakery, Sandpoint, ID; The Burger Dock, Sandpoint, ID
3)	Invoices over \$5k: Sheriff (Confidential); EMS; Technology (2 Confidential)
5)	

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

Date: Recommendation Acceptance: 

yes 

no Luke Omodt, Chairman



## **Bonner County**

### **Board of Commissioners**

Luke Omodt

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

October 17, 2023 – 9:00 A.M. Bonner County Administration Building 1500 Hwy 2, Suite 338, Sandpoint, ID

On Tuesday, October 17, 2023, the Bonner County Commissioners met for their regularly scheduled meeting with Commissioners Bradshaw, Omodt, and Williams present. Commissioner Omodt called the meeting to order at 9:00 a.m. The Invocation was presented by Pastor Chris Bassett and the Pledge of Allegiance followed.

#### PUBLIC COMMENT

- Amy Lunsford Last week asked about the IT department, through a records request received an email
- regarding the Sheriff IT department and County IT department. Feels that the Fairgrounds was directed
- to use the Sheriff's IT. Questioned why the Sheriff has their own IT department. If there is a question
- or concern regarding hidden data, who would a person go to for a complaint and/or audit.
   Commissioner Williams responded and discussed.
- Kristina Anderson Went to last weeks Fairboard meeting, the IT issue brought up at that meeting of
- the Fairboard. Commissioner Williams responded and discussed. The proximity that the Sheriff's IT is
- closer to the fair, yet their server is at the courthouse, that will make the proximity issue moot. What is
- the Sheriff's IT hiding about the Fair/Fairboard.
- Susan Bowman Agenda request as to how Commissioner Omodt became Chair. Commissioner
- Bradshaw responded.
- Kevin Moore Appreciation of the Pastor. Discussed the Commissioner Chat prior to this meeting. Questions about Vrbeta, Pack River, Planning and the costs associated with these issues. This costs the
- citizens more and more.
- Brandon Cramer In regard to the press release issued by the Fairboard yesterday, what is the
  competence of the legal opinions being delivered to this board. Were previous lawsuits litigated based
  on legal opinions. Asked the board to consider where they are getting their legal opinions from, and if
  they are competent to give legal opinions.
- Doug Paterson Please check the microphone.

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

**DISTRICT 1 REPORT** – Commissioner Bradshaw gave a brief report.

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

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

### **CONSENT AGENDA** – Action Item

- 1) Bonner County Commissioners' Minutes for October 10, 2023
- Liquor Licenses: Chevron Downtown, Sandpoint, ID; Express Lane, Sandpoint, ID; Chevron at the Bridge, Sandpoint, ID; Cabinet Mountain Bar & Grill, Clark Fork, ID; 7B Lanes, Sandpoint, ID; Sweet Lou's Restaurant & Bar, Ponderay, ID; Mitzy's Lounge, Sandpoint, ID; 1908 Saloon, Sandpoint, ID; Travel America Plaza, Sagle, ID; The Typsy Gypsy, Sandpoint, ID
- 3) Invoices over \$5k: Risk; Sheriff (12 Total, 5 Confidential)
  Commissioner Bradshaw made a motion to approve the consent agenda as presented. Commissioner Williams seconded the motion.

#### **Public Comment**

- Kevin Moore – Question regarding insurance costs and if the County is still self-insured.

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

### CLERK - Jessica Stephany

1) Action Item: Discussion/Decision Regarding FY23 Claims Batch #27 \$986,873.66 & Demands in Batch #27 \$120,503.85; Totaling \$1,107,377.51

	Claims Batch #27		
General Fund	\$	3 <mark>04,9</mark> 31.03	
Road & Bridge	\$	7 <mark>6,95</mark> 3.16	
Airport	\$	6,242.81	
Elections	\$	511.95	
Drug Court	\$	252.41	
District Court	\$	22,071.35	
911 Fund	\$	41,183.08	
Court Interlock	\$	60.50	
Revaluation	\$	2,024.83	
Solid Waste	\$	5,190.36	
Tort	\$	1,147.37	
Weeds	\$	103.30	
Parks & Recreation	\$	358.57	
Justice Fund	\$	92,660.05	
Waterways	\$	1,325.83	
Grants	\$	411,779.67	
Northside Fire	\$	5,495.00	
Spirit Lake Fire	\$	13,800.00	
Auditors Trust	\$	782.39	
Total	\$	986,873.66	
Claims Batch #27			
Demands	\$	120,503.85	

Commissioner Williams made a motion to approve payment of the FY23 Claims and Demands in Batch #27 Totaling \$1,107,377.51. 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 FY23 EMS Batch #27 \$19,199.97 & Demands in Batch #27 \$8,993.76; Totaling: \$28,193.73

	EMS Claims E	Batch #27	
Ambulance District	\$	19,199.97	
	EMS Claims E	Batch #27	
Demands	\$	8,993.76	

Commissioner Bradshaw made a motion to approve payment of the FY23 EMS Claims and Demands in Batch #27 Totaling \$28,193.73. Commissioner Williams seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. The motion passed.

Action Item: Discussion/Decision Regarding FY24 Claims Batch #1 \$801,433.33 & Demands in Batch #1 \$676,937.91; Totaling \$1,478,371.24

Claims Batch #1			
General Fund	\$	81,821.14	
Road & Bridge	\$	627.00	
Airport	\$	7,335.25	
District Court	\$	1,373.01	
911 Fund	\$	962.34	
Indigent & Charity	\$	839.89	
Revaluation	\$	240.00	
Solid Waste	\$	613,222.60	
Tort	\$	345.00	
Parks & Recreation	\$	22.80	
Justice Fund	\$	69,241.05	
Grants	\$	25,294.50	
Self-Insured Medical	\$	108.75	
Total	\$	801,433.33	
Claims Batch #1			
Demands	\$	676,937.91	

Commissioner Williams made a motion to approve payment of the FY24 Claims and Demands in Batch #1 Totaling \$1,478,371.24. Commissioner Bradshaw seconded the motion.

**Public Comment** 

- Doug Paterson - Questions regarding demands in batch

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

4) Action Item: Discussion/Decision Regarding FY24 EMS Batch #1 \$3,320.72 & Demands in Batch #1 \$195.58; Totaling \$3,516.30

	EMS Claims B	atch #1
Ambulance District	\$	3,320.72
	EMS Claims B	atch #1
Demands	\$	195.58

Commissioner Williams made a motion to approve payment of the FY24 EMS Claims and Demands in Batch #1 Totaling \$3,516.30. Commissioner Bradshaw seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. The motion passed.

### PARKS & RECREATION – Pete Hughes

1) Action Item: Discussion/Decision Regarding Garfield Bay Campground: Annual Fishing Tournament Weekend

Commissioner Williams made a motion to approve opening the Garfield Bay Campground from October 26<sup>th</sup>-30<sup>th</sup> to free camping for the general public. 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 Winter Maintenance Contract with Lippert Excavation & Pipeline for the Bonner County Jail Complex & Juvenile Detention Center

Commissioner Bradshaw made a motion to approve the proposed winter maintenance contract with Lippert Excavation & Pipeline for the snow removal at the Bonner County Jail and Juvenile Detention Center. Commissioner Williams and seconded the motion.

#### **Public Comment**

Doug Paterson – What was spent last year on this contract?

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

2) Action Item: Discussion/Decision Regarding Generator Maintenance Contract to be Completed by Western States for the Administration Building, Courthouse, and Multi-use Facility

Commissioner Williams made a motion to approve the contract renewal for generator maintenance from Western States for the Courthouse, Administration Building, and Multi-use generators. Commissioner Bradshaw and seconded the motion.

#### **Public Comment**

- Kevin Moore - Clarification on rates.

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

#### **ENGINEERING – Spencer Ferguson**

1) Action Item: Discussion/Decision Regarding Spending Authority Change from \$5,000 to \$20,000 for EMS Station 1; Resolution

Commissioner Bradshaw made a motion to approve Resolution 2023-84 stating Engineering may only pre-obligate the County to third parties in the amount at or below twenty thousand dollars (\$20,000) for the EMS Station Project. Commissioner Williams seconded the motion to advance for discussion.

### **Public Comment**

- Brandon Cramer Similar proposal brought forth by Solid Waste earlier this year regarding Colburn. Others spoke against this on that item. This is specifically related to engineering. Curious as to why we would need to increase the spending authority at this time.
- Kevin Moore Setting precedent if this is approved.
- Trisha Bowlin Is this regarding the meeting held yesterday, is there a plan on this project?
- Amy Lunsford Disagrees with this, everything should go through the board.

There was a brief discussion among the board.

Commissioner Omodt called a recess for 10 minutes at 10:25 a.m.

Reconvened at 10:35 a.m.

Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – No, Commissioner Bradshaw – Yes. The motion passed.

#### ROAD & BRIDGE - Matt Mulder

1) Action Item: Discussion/Decision Regarding Grader Lease Agreement from Umpqua Bank; \$326,799 Commissioner Williams made a motion to approve entering into the Lease/Purchase agreement with Umpqua Bank and to sign the lease accordingly for one (1) Cat 140 AWD motor grader for the sum of \$326,799 with an annual interest rate of 4.99% for a total of five annual payments of \$32,201. Commissioner Bradshaw seconded the motion.

**Public Comment** 

- Kevin Moore – Probably have 4 or 5 graders, probably also on leases for usage?

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

#### **SOLID WASTE** – Spencer Ferguson

1) Action Item: Discussion/Decision Regarding Colburn Improvement Project Change Order #4
Commissioner Bradshaw made a motion that the County approve S&L Undergrounds Inc Change Order #4 in the amount of \$28,201.30 for the tunnel entrance/exit, re-grading and savings for not painting the structural steel inside the building. I further authorize the Chairman to sign administratively. Commissioner Williams seconded the motion to advance for discussion.

**Public Comment** 

- Brandon Cramer Is the steel raw or is there a coating? Direction of traffic? This is over the allotted budget.
- Kevin Moore The cost overruns, change orders of project. Due to prior projects the change orders cause taxpayers to pay more. Construction insurance?

There was a brief discussion among the board.

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

Commissioner Omodt recessed the meeting for 5 minutes at 10:56 a.m.

Reconvened at 11:04 a.m.

#### **EXECUTIVE SESSION – Recreation**

1) Executive Session under Idaho Code § 74-206 (1) (B) Personnel

Action Item: Discussion/Decision Regarding East Bonner Snowmobile Personnel

At 11:04 a.m. Commissioner Bradshaw made a motion to go into Executive Session under Idaho Code § 74-206 (1) (B) Personnel, Commissioner Williams seconded the motion. Roll call vote: Commissioner Omodt – Yes,

Commissioner Williams - Yes, Commissioner Bradshaw - Yes. The motion passed.

Commissioner Omodt reconvened the meeting at 11:22 a.m.

Commissioner Bradshaw made a motion to proceed as discussed regarding East Bonner Snowmobile Personnel. Commissioner Williams seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. The motion passed.

Brief recess at 11:23 a.m.

Reconvened at 11:24 a.m.

#### **EXECUTIVE SESSION - BOCC**

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

At 11:25 a.m. Commissioner Bradshaw made a motion to go into Executive Session under Idaho Code § 74-206 (1) (B) Personnel. Commissioner Omodt stepped down from the chair and seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – No, Commissioner Bradshaw – Yes. The motion passed.

Commissioner Omodt reconvened the meeting at 11:49 a.m.

Commissioner Omodt stepped down from the chair and made a motion to proceed as discussed regarding personnel. Commissioner Bradshaw seconded the motion. Brief discussion between the board and Prosecutor Marshall regarding the decision. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – No, Commissioner Bradshaw – Yes. The motion passed.

**Public Comment** 

- Kristina Anderson - Can the decision be released at this time? Was advised not at this time.

Commissioner Omodt recessed the meeting at 12:02 p.m.

Executive Session under Idaho Code § 74-206 (1) (C) Property Acquisition
 Action Item: Discussion/Decision Regarding Acquisition of Property
 At 12:03 p.m. Commissioner Bradshaw made a motion to go into Executive Session under Idaho Code § 74-206 (1)
 (C) Property Acquisition. Commissioner Omodt stepped down from the chair and seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Abstain, Commissioner Bradshaw – Yes. The motion passed.

Commissioner Omodt reconvened the meeting at 12:37 p.m.

Commissioner Bradshaw made a motion to proceed as discussed regarding engage Raphael Barta concerning the acquisition of a property in Bonner County. Commissioner Williams seconded the motion to advance for discussion. Brief discussion among the board. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – No, Commissioner Bradshaw – Yes. The motion passed.

Commissioner Omodt recessed the meeting at 12:38 p.m. for 3 minutes

Reconvened at 12:41 p.m.

3) Executive Session under Idaho Code §74-206(1)(F) Litigation
Action Item: Discussion/Decision Regarding Fairboard
At 12:41 p.m. Commissioner Bradshaw made a motion to go into Executive Session under Idaho Code 74-206(1)(F)
Litigation. Commissioner Williams seconded the motion. Roll call vote: Commissioner Omodt – Yes,
Commissioner Williams – Yes, Commissioner Bradshaw – Yes. The motion passed.

Commissioner Omodt adjourned the meeting at 1:07 p.m.

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 October 10, 2023, - October 16, 2023

Copies of the complete meeting minutes are available upon request.

On Tuesday, October 10, 2023, a Planning Hearing was held pursuant to Idaho Code §74-204 (2). Commissioner Williams moved to schedule this file to a date and time certain of October and would like to consult with legal regarding this file. Believes this file has an extenuating circumstance and would like legal advisement prior to deciding. Commissioner Omodt amended Commissioner Williams' motion to state that all communication with legal be transmitted to the entire board. Commissioner Williams seconded. Roll call vote: Commissioner Williams – Aye, Commissioner Omodt – Aye. Amendment passes. The Board revisited Commissioner Williams' motion. Roll Call Vote: Commissioner Williams – Aye, Commissioner Omodt – Aye. Amended motion passes.

On Wednesday, October 11, 2023, a Planning Hearing was held pursuant to Idaho Code §74-204 (2). Commissioner Williams made a motion to approve this project, FILE AM0012-23, requesting a comprehensive land use plan map amendment from Ag/Forest Land to Rural Residential, on ten acres located off Hines Road in Section 34, Township 59 North, Range 1 West, Boise-Meridian, Bonner County, Idaho, finding that it is in accord with the general and specific objectives of the Bonner County Comprehensive Plan and Bonner County Revised Code as enumerated in the following conclusions of law, and based upon the evidence submitted up to the time the Staff Report was prepared, and testimony received at this hearing. I further move to adopt the findings of fact and conclusions of law as set forth in the Staff Report (or as amended during this hearing) and direct planning staff to draft written findings and conclusions to reflect this motion, have the Chairman sign, and transmit to all interested parties. This action does not result in the taking of private property. I amend the findings of fact: 1. The parcel could be served by individual well and septic system.2. The site has approximately 0.25 acres of mapped slopes that range from 0-30% grade. Mapped slopes greater than 30% are not present on the parcel. 3. Access to the parcel is currently part of a network of developed public roads and private easements. 4. The proposal is not within a mapped critical wildlife habitat. 5. Electricity can be provided by Northern Lights Inc.6. The properties are within the Northside Fire District. 7.Law enforcement is provided by Bonner County Sheriff's Department. Based upon the findings of fact the following conclusions of law are adopted: Conclusion 1: The proposal is in accord with the following elements of the Bonner County Comprehensive Plan: Property Rights, Population, School Facilities, Transportation, Community Design, Agriculture, Economic Development, Land Use, Natural Resources, Hazardous Areas, Public Services, Transportation, Recreation, Special Areas or Sites, Housing Conclusion 2: This proposal was reviewed for compliance with Title 12, Bonner County Revised Code, and is found to be in compliance. Conclusion 3: The proposal is in accord with the purpose of the Rural Residential comprehensive land use designation. Commissioner Omodt stepped down from the chair and seconded the motion. Roll call vote: Commissioner Omodt - Yes, Commissioner Williams - Yes, Commissioner Bradshaw - Absent. The motion passed. Commissioner Omodt stepped down from the chair and made a motion to approve Resolution #2023-83 amending the Bonner County Projected Land Use Map from Ag/ Forest to Rural-Residential for the parcel outlined in this File AM0012-23, totaling an approximate 10 acres. Commissioner Williams seconded the motion. Roll call vote: Commissioner Omodt - Yes, Commissioner Williams - Yes, Commissioner Bradshaw - Absent. The motion passed. Commissioner Omodt stepped down from the chair and made a motion to approve Resolution #2023-83 amending the Bonner County Projected Land Use Map from Ag/ Forest to Rural-Residential for the parcel outlined in this File AM0012-23, totaling an approximate 10 acres. Commissioner Williams seconded the motion. Roll call vote: Commissioner Omodt - Yes, Commissioner Williams - Yes, Commissioner Bradshaw - Absent. The motion passed. Commissioner Omodt stepped down from the chair and made a motion to affirm the staff's administrative decision to deny this project File VA0015-23 requesting for a 28' shoreline setback where 75' is required, finding that it is not in accord with Bonner County Revised Code as enumerated in the following conclusions of law, based upon the evidence submitted up to the time the administrative decision letter was prepared and testimony received at

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this meeting. I further move to adopt the findings of fact and conclusions of law as set forth in the administrative decision letter and direct Planning staff to draft written findings and conclusions to reflect this motion and to transmit to all interested parties. This action does not result in the taking of private property. The action that could be taken to obtain the variance is to 1) File a new application with the Planning Department and meet the standards required by Bonner County Revised Code 2) Pursue such remedies as may be applicable Title 67 Chapter 65 Idaho Code. Commissioner Williams seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Absent. The motion passed. Commissioner Williams made a motion to approve this FILE AM0014-23 to amend subchapter 12-411 note 8 and subchapter 12-412 note 6 of Title 12, Bonner County Revised Code, finding that it is in accord with the general and specific objectives of the Bonner County Comprehensive Plan as enumerated in the following findings of fact and conclusions of law. This decision is based upon the evidence submitted up to the time the Staff Report was prepared and testimony received at this hearing. Commissioner Williams further moved to adopt the findings of fact and conclusions of law as set forth in the Staff Report (or as amended during this hearing) and direct planning staff to draft written findings and conclusions to reflect this motion, have the Chairman sign, and transmit to all interested parties. This action does not result in a taking of private property.

1. The Bonner County Planning Department has reviewed the proposed changes against Idaho Code and made amendments to better comply with the Idaho Code, specifically Title 67 Chapter 65, Local Land Use Planning. 2. The Board of County Commissioners is authorized by Idaho Code, Chapter 7, Title 31, to adopt ordinances, rules and regulations "...not repugnant to law, necessary for carrying into effect or discharging the powers and duties conferred by the laws of the state of Idaho, and such as are necessary or proper to provide for the safety, promote the health and prosperity, improve the morals, peace and good order, comfort and convenience of the county and the inhabitants thereof, and for the protection of property therein..." The proposed ordinance making the above changes adds to the clarity intended in the interpretation of the Bonner County Revised Code and Bonner County Comprehensive Plan. These actions will further balance the provision of safety, health and prosperity while maintaining the protection of property, peace, good order, comfort and convenience of the county and its inhabitants. 3. The proposed changes provide clarification of the regulations, enabling the public and the staff to achieve the best results leading to greater understanding and use of the zoning ordinance. Conclusion 1: The proposed amendment is in accord with Idaho Code, Title 31, Chapter 7. Conclusion 2: The proposed amendment is in accord with Idaho Code Title 67, Chapter 65. Conclusion 3: The proposed amendment is in accord with the general and specific objectives of the Bonner County Comprehensive Plan. Commissioner Omodt stepped down from the chair and seconded the motion. Roll call vote: Commissioner Omodt - Yes, Commissioner Williams -Yes, Commissioner Bradshaw - Absent. The motion passed. Commissioner Omodt stepped down from the chair and made a motion to approve an Ordinance of Bonner County, Idaho, the number to be assigned, citing its authority, and providing for the amendment of subchapter 12-411 note 8 and subchapter 12-412 note 6 of Title 12, Bonner County Revised Code as presented or amended in this hearing, and providing for an effective date. Commissioner Williams seconded the motion. Roll call vote: Commissioner Omodt - Yes, Commissioner Williams - Yes, Commissioner Bradshaw - Absent. The motion passed.

On Thursday, October 12, 2023, a Special Meeting for the Treasurer's Office was held pursuant to Idaho Code §74-204 (4).

On Monday, October 16, 2023, an Engineering Workshop was held pursuant to Idaho Code §74-204 (2). Commissioner Bradshaw stepped down from the Chair and made a motion to nominate Commissioner Omodt as Chair. Commissioner Omodt seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Abstain, Commissioner Bradshaw – Yes. Motion passed. Commissioner Omodt stepped down from the Chair and made a motion to nominate Commissioner Bradshaw as Vice Chair. Commissioner Bradshaw seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Abstain, Commissioner Bradshaw – Yes. Motion passed. Commissioner Omodt stepped down from the chair and made a motion to cancel the administration DMV remodel at this time. Commissioner Williams seconded the motion to advance for

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discussion. Discussion followed (audio available). Commissioner Bradshaw made a motion to amend the motion to go forward with the DMV remodel, contact the city and find out about the parking lot and when we get some numbers on that, then move forward. No second, motion dies. Further discussion and concerns amongst the board. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – No, Commissioner Bradshaw – Yes. Motion fails. Commissioner Williams made a motion that engineering put forth a plan for this construction that is also inclusive of this building and then come back to the table and review that plan so that we can make a decision moving forward. Commissioner Omodt seconded the motion to advance for discussion. Brief discussion followed. Roll call vote: Commissioner Omodt – No, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. Motion passed.

ATTEST: Michael W. Rosedale

ByChairman Luke Omodt	By
Date	

THIS IS TO CERTIFY THAT			THAI NIGIRI LLC
doing business as			THAI NIGIRI R <mark>ESTAU</mark> RANT
at	2	209 N 1ST AVEN	UE, SANDPOINT, ID 83864
a(n)	LLC	_ , is licensed to s	ell Alcoholic Beverages as stated below, subject to the provisions o
Chapters 23-903 and 2			laws of the State of Idaho, Municipal Ordinances, and the
			Beverages and the resolution passed by the Commissioners of
~	<del>-</del>		e Bonner County Courthouse, Sandpoint, Idaho.
			,,
Dated: 12/01/2023			
Bottled/canned beer, c	oneumed off premise	\$0.00	
bottled/callifed beel, o	onaumed on bremise	Ψ0.00	Signature of Licensee or Officer of Corporation
Bottled/canned beer, c	onsumed on premise	\$0.00	
Draft heer includes draft	hottled and/or cannod	\$100.00	This license is TRANSFERABLE and EXPIRES 12/31/2023.
Draft beer, Includes draft, bottled, and/or canned		Ψ100.00	Witness my hand and seal this 24th of October, 2023.
Wine by the glass		\$100.00	
VACO o los de o la adda		<b>605.00</b>	
Wine by the bottle		\$25.00	
Liquor		\$0.00	
		, , , , ,	
Application Fee		\$5.00	Chairman
Total		\$230.00	Situation
I Otal		φ <b>230.00</b>	
			Commissioner
(SEAL) DII . I	2 . 1 . 1 . 1		
(SEAL) BUS A	ridate (1	ntondi	
Clerk of the Board of County Commissioners		ners	Commissioner



Bonner County Recorder Michael W. Rosedale - County Clerk 1500 Highway 2 Suite 335 Sandpoint, ID 83864

Phone: (208) 265-1490 Fax: (208) 255-7849

1	,		•
′	FOR OFFICE US	E ONLY	
	Premise No.	7B-16453	
	State Lic No.	16453	
	Issue Date: 12	2/01/2023	
	County No. 20	024-21	
	Total Fees: \$2	230.00	
	Deputy Initial	s: 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  X 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	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
5. Applicant Information Doing Business As: THAI NIGIRI RESTAL	JRANT	<u> </u>
Business Phone Number: (208) 265-2587		
Business Physical Address: 209 N 1ST AV	'ENUE	
City: SANDPOINT	State: ID	Zip Code:83864
6. Business Information		
Business Name: THAI NIGIRI LLC		
Primary Contact Name: TIM	17 4 9 19 14 1 14 14 14	
Primary Contact Phone Number: (208) 59	7-3240	
Mailing Address: 209 N 1ST AVENUE	STATES AND STATES AND STATES	
City: SANDPOINT	State:_ID	Zip Code: <u>83864</u>
Email Address:		NAT
Please indicate address to send future co	rrespondence: Business Physical A	Address Mailing Address Ema
APPLICANT'S SIGNATURE:	lma	lie g
Signer must be authorized to sign for doc	uments pertaining to the Alcohol Bever	rage Control.
APPROVED:	DATE:	
Board of County Commissio	ners	

Nike 646 675. 3542 Will Stop By.

THIS IS TO CERTIFY THAT		TER <mark>VAN</mark> TAV <mark>ERN</mark> INC	
doing business as		THE TERVAN TAVERN	
at4	11 CEDAR STRE	ET, SANDPOINT, ID 83864	
Chapters 23-903 and 23-916 Idaho Code An regulations of the Commissioner in regard to	notated, and the sale of Alcoholic	ell Alcoholic Beverages as stated below, subject to the provisions of laws of the State of Idaho, Municipal Ordinances, and the Beverages and the resolution passed by the Commissioners of the Bonner County Courthouse, Sandpoint, Idaho.	
Dated: 12/01/2023			
Bottled/canned beer, Consumed off premise	\$0.00	Singular of Linguist of Company	
Bottled/canned beer, Consumed on premise	\$0.00	Signature of Licensee or Officer of Corporation	
Draft beer, Includes draft, bottled, and/or canned	\$100.00	This license is TRANSFERABLE and EXPIRES 12/31/2024. Witness my hand and seal this 24th of October, 2023.	
Wine by the glass	\$0.00	Williams my mand and oddr this 2 th of edicoon, 2020.	
Wine by the bottle	\$0.00		
Liquor	\$75.00		
Application Fee	\$5.00	Chairman	
Total	\$180.00		
		Commissioner	
(SEAL) By Comther Brance	m)		
Clark of the Board of County Commission	ners	Commissioner	



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 U	SE ONLY
Premise No.	7B-35574
State Lic No.	35574
Issue Date:	12/01/2023
County No. 2	2024-19
Total Fees: §	
Deputy Initia	ls: cbrannon

## **Retail Alcohol Beverage License Application**

1. Application Type  X Renewal Seasonal (month open	2. Type of Business  Individual Partnership Corporation	3. Location of Facility Inside city limits Outside city limits  FOR OFFICE USE ONLY
4. License Type		County Fee Prorated Fee (If applicable)
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	\$ 0.00 \$ 0.00 \$ 100.00 \$ 0.00 \$ 0.00 \$ 75.00 \$ 5.00 \$ \$180.00
5. Applicant Information Doing Business As: THE TERVAN TAVER	RN	
Business Phone Number: (760) 809-5821		
Business Physical Address: 411 CEDAR S	STREET	Ed
City: SANDPOINT	State: ID	Zip Code: <u>83864</u>
6. Business Information Business Name: TERVAN TAVERN INC		
Primary Contact Name: DANIELLE CAM	IGLIA	Little Little
Primary Contact Phone Number: (760) 80	)9-5821	A. I
Mailing Address: 1020 OAK ST		1325 177
City: SANDPOINT	State: ID	Zip Code: <u>83864</u>
Email Address:		<b>M</b>
Please indicate address to send future co	rrespondence: Business Physical Add	dress Mailing Address Emai
APPLICANT'S SIGNATURE:	ARZ	
Signer must be authorized to sign for doo	cuments pertaining to the Alcohol Bevera	ge Control.
APPROVED:	DATE:	n 5, 3
Board of County Commission		ivens

THIS IS TO CERTIFY THAT	POCCIS LLC		
doing business as	PUCCIS PUB		
	10000 VILLAGE LANE WHITE PINE, SANDPOINT, ID 83864		
regulations of the Commissioner in	Code Annotated, and the regard to sale of Alcoholic	ell Alcoholic Beverages as stated below, subject to the provisions of laws of the State of Idaho, Municipal Ordinances, and the Beverages and the resolution passed by the Commissioners of e Bonner County Courthouse, Sandpoint, Idaho.	
Dated: 12/01/2023			
Bottled/canned beer, Consumed off pro	emise \$0.00	Signature of Licensee or Officer of Corporation	
Bottled/canned beer, Consumed on pro	emise \$0.00	Signature of Licensee of Officer of Corporation	
Draft beer, includes draft, bottled, and/or	canned \$100.00	This license is TRANSFERABLE and EXPIRES 12/31/2024. Witness my hand and seal this 24th of October, 2023.	
Wine by the glass	\$100.00	William Thy Hand and Soul this 24th of Solobor, 2020.	
Wine by the bottle	\$25.00		
Liquor	\$0.00		
Application Fee	\$5.00	Chairman	
Total	\$230.00		
		Commissioner	
(SEAL) By: Bridget	6 Centorbi		
Clerk of the Board of County Commissioners		Commissioner	



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-5901
State Lic No. 5901
Issue Date: 12/01/2023
County No. 2024-30
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  X Renewal Seasonal (month open	2. Type of Business  Individual Partnership Corporation	3. Location of Facility Inside city limits Outside city limits
(include transfer fee of \$20.00)  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 \$ 5.00 \$ \$ 5.00 \$ \$ \$ \$ \$
5. Applicant Information Doing Business As: PUCCIS PUB Business Phone Number: (208) 627-852 Business Physical Address: 10000 VILLAGE City: SANDPOINT	5 GE LANE WHITE PINE State: ID	Zip Code: <u>83864</u>
6. Business Information Business Name: PUCCIS LLC Primary Contact Name: ERIC SALONTA	NI	
Primary Contact Phone Number: (208) 6 Mailing Address: 283 ULLR DR UNIT 10 City: SANDPOINT	27-8525	Zip Code: <u>83864</u>
Email Address:Please indicate address to send future co	orrespondence: Business Physical Ad	dress Mailing Address Ema
Signer must be authorized to sign for do	ocuments pertaining to the Alcohol Bevera	ige Control.
APPROVED:	oners 11 Laufe	
ROATO OF COUNTY COMMISSI	Ulicia	

Mail to UIL

THIS IS TO CERTI	TO CERTIFY THAT WINE4U LLC		
doing business as	s WINE4U		
at	1218 N D	IVISION STREET,	SUITE 213, SANDPOINT, ID 83864
a(n) Chapters 23-903 a	LLC , is licensed to se		ell Alcoholic Beverages as stated below, subject to the provisions of laws of the State of Idaho, Municipal Ordinances, and the
regulations of the C	Commissioner in regard to	o sale of Alcoholic	Beverages and the resolution passed by the Commissioners of e Bonner County Courthouse, Sandpoint, Idaho.
Dated: 12/01/2023			
Bottled/canned bee	er, Consumed off premi <mark>se</mark>	\$25.00	Signature of Licensee or Officer of Corporation
Bottled/canned bee	er, Consumed on premise	\$0.00	Signature of Eleansee of Officer of Corporation
Draft beer, Includes of	draft, bottled, and/or canned	\$0.00	This license is TRANSFERABLE and EXPIRES 12/31/2024. Witness my hand and seal this 24th of October, 2023.
Wine by the glass		\$0.00	Without my hand and boar this 24th of Goldbor, 2020.
Wine by the bottle		\$25.00	
Liquor		\$0.00	
Application Fee		\$5.00	Chairman
Total		\$55.00	
			Commissioner
(SEAL) Bu (	unthin Brown	A11	
Clerk of the Roard of County Commissioners		ners	Commissioner



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. <u>7B-29542</u>
State Lic No. 29542
Issue Date: 12/01/2023
County No. 2024-29
Total Fees: \$55.00
Deputy Initials: cbrannon

## **Retail Alcohol Beverage License Application**

1. Application Type  X Renewal Seasonal (month open	2. Type of Business  Individual Partnership Corporation	3. Location of Facility Inside city limits Outside city limits
Transfer (complete page 2) (include transfer fee of \$20.00)		FOR OFFICE USE ONLY
4. License Type		County Fee Prorated Fee
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	\$ 25.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 25.00 \$ 0.00 \$ 25.00 \$ 5.00 \$ 5.00 \$ 555.00
5. Applicant Information Doing Business As: WINE4U Business Phone Number: (208) 946-7756		<u> </u>
Business Physical Address: 1218 N DIVISI	ON STREET, SUITE 213	
City: SANDPOINT	State:_ID	Zip Code: <u>83864</u>
6. Business Information Business Name: WINE4U LLC		
Primary Contact Name: MARY BETH GIA	СОМО	
Primary Contact Phone Number: (208) 94		
Mailing Address: 1007 PINE STREET City: SANDPOINT	State: ID	Zip Code: <u>83864</u>
Email Address:		
APPLICANT'S SIGNATURE: Signer must be authorized to sign for doc	i Roll Glacone	(2)
APPROVED:	ners Call Many Beth 2	08-946-775L
board of county commissio	The state of the s	100 <del>10</del> 0 110 - 220 100 100 1

THIS IS TO CERTIFY THAT PROSPECTORS HIDEAWAY INC			PROSPECTORS HIDEAWAY INC	
doing business as			BREAKFAST CANTINA	
at	477100 HIGHWAY 95 STE C, PONDERAY, ID 83852			
regulation	s of the Commissioner in regard to	nnotated, and the sale of Alcoholic	sell Alcoholic Beverages as stated below, subject to the provisions of the State of Idaho, Municipal Ordinances, and the Beverages and the resolution passed by the Commissioners of the Bonner County Courthouse, Sandpoint, Idaho.	
Dated: 12	2/01/2023			
Bottled/ca	anned beer, Consumed off premi <mark>se</mark>	\$0.00	Signature of Licensee or Officer of Corporation	
Bottled/ca	anned beer, Consumed on premise	\$75.00	Signature of Licensee of Officer of Corporation	
Draft beer	r, Includes draft, bottled, and/or canned	\$0.00	This license is TRANSFERABLE and EXPIRES 12/31/2024. Witness my hand and seal this 24th of October, 2023.	
Wine by tl	he glass	\$100.00	Williess my hand and sear this 24th of October, 2023.	
Wine by t	he bottle	\$25.00		
Liquor		\$0.00		
Applicatio	on Fee	\$5.00	Chairman	
Total		\$205.00		
			Commissioner	
(SEAL)	Bu Cumthia Branno	m J		
Clerk of the Board of County Commissioners		ners	Commissioner	



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-29206	
State Lic No. 29206	
Issue Date: 12/01/2023	
County No. 2024-11	
Total Fees: \$205.00	
Deputy Initials: cbrannon	

## **Retail Alcohol Beverage License Application**

1. Application Type Renewal Seasonal (month open	2. Type of Business Individual Partnership Corporation	3. Location of Facility  Inside city limits  Outside city limits  FOR OFFICE
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 \$ 100.00 \$ \$ 25.00 \$ \$ 0.00 \$ \$ 5.00 \$ \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$ 5.00 \$ \$
5. Applicant Information Doing Business As: BREAKFAST CANTIN Business Phone Number: (208) 597-7073		
Business Physical Address: 477100 HIGH City: PONDERAY	State: ID	Zip Code: <u>83852</u>
Business Information Business Name: PROSPECTORS HIDEA Primary Contact Name: PATRICK SHEPI Primary Contact Phone Number: (208) 59 Mailing Address: 909 W 1ST AVE STE B City: SPOKANE	LER 97-7073	Zip Code: 99201
Email Address:		
Please indicate address to send future co	cuments pertaining to the Alcohol Beverage	
ADDOVED.	DATE:	
APPROVED: Board of County Commissio		

THIS IS TO CERTIFY THAT	PROSPECTOR'S HIDEAWAY INC			
doing business as				
	477227 N HIGHWAY 95, PONDERAY, ID 83852			
Chapters 23-903 and 23-916 Idaho Code An regulations of the Commissioner in regard to	notated, and the sale of Alcoholic	sell Alcoholic Beverages as stated below, subject to the provisions of laws of the State of Idaho, Municipal Ordinances, and the Beverages and the resolution passed by the Commissioners of		
said County, on file in the office of the Clerk	of the Board at th	ne <mark>Bonner</mark> County Courthouse, Sandpoint, Idaho.		
Dated: 12/01/2023				
Bottled/canned beer, Consumed off premise	\$0.00	Signature of Licensee or Officer of Corporation		
Bottled/canned beer, Consumed on premise	\$0.00	Signature of Electrises of Citical of Corporation		
Draft beer, Includes draft, bottled, and/or canned	\$100.00	This license is TRANSFERABLE and EXPIRES 12/31/2024. Witness my hand and seal this 24th of October, 2023.		
Wine by the glass	\$0.00	Withess my hand and sear this 24th of Colober, 2020.		
Wine by the bottle	\$0.00			
Liquor	\$125.00			
Application Fee	\$5.00	Chairman		
Total	\$230.00			
		Commissioner		
(SEAL) By Cuntin Brancon	)			
Clerk of the Board of County Commission	ners	Commissioner		



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 ON	LY
Premise No. 7B-16	4
State Lic No. 2893	
Issue Date: 12/01/2	023
County No. 2024-1	5
Total Fees: \$230.00	)
Deputy Initials: cbr	rannon

### **Retail Alcohol Beverage License Application**

1. Application Type  X Renewal Seasonal (month open	2. Type of Business  Individual Partnership 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  Applicant Information	Consumed off premise Consumed on or off premise Includes draft, bottled, and/or canned	County Fee \$ 0.00 \$ 0.00 \$ 0.00 \$ 100.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 125.00 \$ 5.00 \$ \$230.00
Doing Business As: FARMHOUSE KITCH Business Phone Number: (208) 255-2603		36.85 (1962) - 1.50 (1963) (1963) (1963) 16.19 (1963) - 1.50 (1963)
Business Physical Address: 477227 N HIG	HWAY 95	
City: PONDERAY	State: ID	Zip Code: 83852
6. Business Information Business Name: PROSPECTOR'S HIDEA Primary Contact Name: JEFFREY BORN Primary Contact Phone Number: (509) 53 Mailing Address: 909 W 1ST AVENUE, S	HOLDT 4-5805	
City: SPOKANE	State: WA	Zip Code: 99201
Email Address:		
Please indicate address to send future co	XIMO	
Signer must be authorized to sign for doc	DATE:	ge Control.
Board of County Commissio	ners	

THIS IS TO CERTIFY THAT	PROSPECTOR'S HIDEWAY INC		
doing business as		SAVORY	
at 120 S	OUTH FIRST A	VENUE, SANDPO <mark>INT, ID</mark> 83864	
a(n)CORPORATION	, is licensed to	<mark>sell Alcoholic</mark> Beverag <mark>es as</mark> stated below, subject to the provisions of	
		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	
<del>-</del>		ne B <mark>onner</mark> County Courthouse, Sandpoint, Idaho.	
Dated: 12/01/2023			
Bottled/canned beer, Consumed off premise	\$0.00	Signature of Licensee or Officer of Corporation	
Bottled/canned beer, Consumed on premise	\$0.00	Signature of Licensee of Officer of Corporation	
Draft beer, Includes draft, bottled, and/or canned	\$100.00	This license is TRANSFERABLE and EXPIRES 12/31/2024.	
Wine by the glass	\$100.00	Witness my hand and seal this 24th of October, 2023.	
Wine by the bottle	\$25.00		
Liquor	\$0.00		
Application Fee	\$5.00	Chairman	
Total	\$230.00		
		Commissioner	
(SEAL) By Compton Bonney	)		
Clerk of the Board of County Commission	ners	Commissioner	



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-36248
State Lic No. 36248
Issue Date: 12/01/2023
County No. 2024-16
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  X Renewal Seasonal (month open	2. Type of Business  Individual Partnership Corporation	3. Location of Facility  Inside city limits  Outside city limits
(include transfer fee of \$20.00 )		FOR OFFICE
4. License Type		County Fee Prorated Fee
		(If applicable)
☐ Bottled/canned beer (retail only)	Consumed off premise	\$ 0.00 \$
☐ Bottled/canned beer	Consumed on or off premise	\$ 0.00 \$
X Draft beer	Includes draft, bottled, and/or canned	\$ 100.00 \$
Wine by the glass		\$ 100.00 \$
X Wine by the bottle		\$ 25.00 \$
Liquor		\$ 0.00 \$
X Application Fee		\$ 5.00
Total Fees		\$_\$230.00
Doing Business As: SAVORY Business Phone Number: (208) 946-540 Business Physical Address: 120 SOUTH F	I SIRST AVENUE	
	State: ID	Zip Code:83864
City: SANDPOINT	State. ID	zip code. <u>00004</u>
6. Business Information Business Name: PROSPECTOR'S HIDE	WAY INC	
Primary Contact Name: PATRICK SHEP		
Primary Contact Phone Number: (208) 77		Server de la companya del companya de la companya del companya de la companya de
Mailing Address: 909 W 1ST AVENUE, S		
City: SPOKANE	State: WA	Zip Code: <u>99201</u>
Email Address:		<b>%</b> 7
Please indicate address to send future of	errespondence: Business Physical Add	ress X Mailing Address Email
	curnents pertaining to the Alcohol Beverag	ge Control.
, ,	/	
APPROVED:	DATE:	

**Board of County Commissioners** 

THIS IS TO CERTIFY THAT	RARA CORPORATION		
doing business as			
at	2455 E HIGHWAY	Y 2, OLDTOWN, ID 83822	
a(n) CORPORATION	, is licensed to se	ell Alcoholic Beverages as stated below, subject to the provisions o	
		aws of the State of Idaho, Municipal Ordinances, and the	
regulations of the Commissioner in regard	d to sale of Alcoholic	Beverages and the resolution passed by the Commissioners of	
		e Bonner County Courthouse, Sandpoint, Idaho.	
-			
Dated: 12/01/2023			
Bottled/canned beer, Consumed off premise	\$25.00		
	00.00	Signature of Licensee or Officer of Corporation	
Bottled/canned beer, Consumed on premise	\$0.00		
Draft beer, Includes draft, bottled, and/or canned	\$0.00	This license is TRANSFERABLE and EXPIRES 12/31/2024.	
Mine by the class	<b>60.00</b>	Witness my hand and seal this 24th of October, 2023.	
Wine by the glass	\$0.00		
Wine by the bottle	\$25.00		
Liquor	\$0.00		
Application Fee	\$5.00		
Apphoalion Foo	Ψ0.00	Chairman	
Total	\$55.00		
		Commissioner	
		Commissioner	
(SEAL)	<b>~</b> )		
Clerk of the Board of County Commis	OCYUssioners	Commissioner	
Clerky the board of County Commissioners			



Bonner County Recorder Michael W. Rosedale - County Clerk 1500 Highway 2 Suit 335

Sandpoint, ID 83864 Phone: (208) 265-1490 Fax: (208) 255-7849

Premise No.	7B-217
State Lic No.	. 2319
Issue Date:	12/01/2023
County No.	2024-24
Total Fees:	

### **Retail Alcohol Beverage License Application**

1. Application Type  X Renewal  Seasonal (month open	2. Type of Business Individual Partnership Corporation	3. Location of Facility  Inside city limits  Outside city limits
4. License Type    X   Bottled/canned beer (retail only)     Bottled/canned beer     Draft beer     Wine by the glass     Wine by the bottle     Liquor     Application Fee     Total Fees     5.   Applicant Information     Doing Business As: RARA FOOD MART	Consumed off premise Consumed on or off premise Includes draft, bottled, and/or canned	County Fee   S   25.00   S   0.00   S   0.00   S   25.00   S   0.00   S   0.0
Business Phone Number: (510) 426-2686	3	
Business Physical Address: 2455 E HIGH	WAY 2	
City: OLDTOWN	State: ID	Zip Code: <u>83822</u>
6. Business Information Business Name: RARA CORPORATION Primary Contact Name: KIRTA SHAHI Primary Contact Phone Number: (510) 42 Mailing Address: 2455 E HIGHWAY 2	26-2686	
City: OLDTOWN	State: ID	Zip Code: <u>83822</u>
Email Address:  Please indicate address to send future co	orrespondence: Business Physical Add	Iress Mailing Address Emai
	irta.	

THIS IS TO	O CERTIFY THAT	FIFY THAT JANET SMITH	
doing busir			SQUEE <mark>ZE INN</mark>
at		220 W 4TH , (	CLARK FORK, ID 83811
regulations	23-903 and 23-916 Idaho Code A s of the Commissioner in regard t	innotated, and the so sale of Alcoholic	sell Alcoholic Beverages as stated below, subject to the provisions of laws of the State of Idaho, Municipal Ordinances, and the Beverages and the resolution passed by the Commissioners of the Bonner County Courthouse, Sandpoint, Idaho.
Dated: 12/0	01/2023		
Bottled/car	nned beer, Consumed off premise	\$0.00	
Bottled/car	nned beer, Consumed on premise	\$75.00	Signature of Licensee or Officer of Corporation
Draft beer,	Includes draft, bottled, and/or canned	aned \$0.00	This license is TRANSFERABLE and EXPIRES 12/31/2024.
Wine by the	e glass	\$0.00	Witness my hand and seal this 24th of October, 2023.
Wine by the	e bottle	\$0.00	
Liquor		\$75.00	
Application	ı Fee	\$5.00	Chairman
Total		\$155.00	Grainer.
(SEAL)	Bridgite Cen	torbi	Commissioner
Clerk of the Board of County Commissioners		ners	Commissioner



Bonner County Recorder Michael W. Rosedale - County Clerk 1500 Highway 2 Suite 335 Sandpoint, ID 83864

Phone: (208) 265-1490 Fax: (208) 255-7849

<i>r</i>	
FOR OFFICE USE	ONLY
Premise No. 7	B-27649
State Lic No. 2	7649
Issue Date: 12	/01/2023
County No. 20	
Total Fees: \$1	
Deputy Initials	

## **Retail Alcohol Beverage License Application**

ind mast provide a copy or you		
1. Application Type  X Renewal Seasonal (month open	2. Type of Business  X Individual Partnership Corporation	3. Location of Facility  Inside city limits  Outside city limits
4. License Type  Bottled/canned beer (retail only)	Consumed off premise	County Fee USE ONLY Prorated Fee (If applicable) \$
Bottled/canned beer Draft beer Wine by the glass Wine by the bottle	Consumed on or off premise Includes draft, bottled, and/or canned	\$ 75.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
X Liquor X Application Fee		\$ 5.00
Total Fees		\$ \$155.00
5. Applicant Information Doing Business As: SQUEEZE INN Business Phone Number: (208) 266-023 Business Physical Address: 220 W 4TH	4	
City: CLARK FORK	State:_ID	Zip Code: <u>83811</u>
6. Business Information Business Name: JANET SMITH		, a
Primary Contact Name: JANET SMITH		
Primary Contact Phone Number: (208) 9	46-0536	
Mailing Address: 220 W 4TH	State: ID	Zip Code: <u>83811</u>
City: CLARK FORK Email Address:		
Please indicate address to send future of	orrespondence: X Business Physical Ad	dress Mailing Address Ema
	A hoh	
Signer must be authorized to sign for do	ocuments pertaining to the Alcohol Bevera	ige Control.
Signer must be during		
APPROVED:	· · · · · · · · · · · · · · · · · · ·	
Board of County Commissi	oners	

THIS IS TO CERTIFY THAT	PRUMMERS INC		
doing business as			
at	703 W LAKE S	Γ <mark>, SANDPOINT, ID 8386</mark> 4	
a(n) CORPORATION	, is licensed to sell Alcoholic Beverages as stated below, subject to the provisior		
		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	
<del>-</del>		ne <mark>Bonner</mark> County Courthouse, Sandpoint, Idaho.	
Dated: 12/01/2023			
Bottled/canned beer, Consumed off premise	\$25.00		
Bottled/canned beer, Consumed on premise	\$0.00	Signature of Licensee or Officer of Corporation	
Draft beer, Includes draft, bottled, and/or canned	\$0.00	This license is TRANSFERABLE and EXPIRES 12/31/2024.	
Wine by the glass	\$0.00	Witness my hand and seal this 24th of October, 2023.	
Wine by the bottle	\$25.00		
Liquor	\$0.00		
Application Fee	\$5.00	Chairman	
Total	\$55.00		
		Commissioner	
(SEAL) By Conthin Branco	m )		
Clerk of the Board of County Commissioners		Commissioner	



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 U	SE ONLY
Premise No.	7B-6216
State Lic No.	6216
Issue Date:	12/01/2023
County No. 2	2024-27
Total Fees:	
Deputy Initia	ls: cbrannon

## **Retail Alcohol Beverage License Application**

1. Application Type  X 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	3. Location of Facility  Inside city limits  Outside city limits
4. License Type		County Fee Prorated Fee
Bottled/canned beer (retail only) Bottled/canned beer Draft beer Wine by the glass Wine by the bottle Liquor Application Fee Total Fees  5. Applicant Information	Consumed off premise Consumed on or off premise Includes draft, bottled, and/or canned	\$ 25.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 25.00 \$ 0.00 \$ 5.00 \$ 555.00
Doing Business As: WINTER RIDGE NAT		
Business <mark>Phone Number: <u>(208)</u> <del>265-</del>8135 Business Phys<mark>ical</mark> Address: <u>703 W L</u>AKE S</mark>		
City: SANDPOINT	State: ID	Zip Code:83864
city. Orator Sutt	stateio	
6. Business Information		
Business Name: PRUMMERS INC		111
Primary Contact Name: GREG OR SHAV	VNA	
Primary Contact Phone Number: (208) 29	200 (ARC) - (ARC) - (ARC)	
Mailing Address: 703 W LAKE ST		
City: SANDPOINT	State: ID	Zip Code: <u>83864</u>
Email Address:		
Please indicate address to send future co	rrespondence: Business Physical Add	ress Mailing Address Email
APPLICANT'S SIGNATURE:	usie Index	Sandard .
Signer must be authorized to sign for doc	uments pertaining to the Alcohol Beverag	e Control.
APPROVED:	DATE:	
Board of County Commissio		-8135

THIS IS TO CERTIFY THAT	BEAN LLC		
doing business as	BLUEBIRD BAKERY		
at	329 N 1ST AVE, SANDPOINT, ID 83864		
Chapters 23-903 and 23-916 Idaho Code An regulations of the Commissioner in regard to	notated, and the sale of Alcoholic	ell Alcoholic Beverages as stated below, subject to the provisions of laws of the State of Idaho, Municipal Ordinances, and the Beverages and the resolution passed by the Commissioners of the Bonner County Courthouse, Sandpoint, Idaho.	
Dated: 12/01/2023			
Bottled/canned beer, Consumed off premise	\$0.00	Signature of Licensee or Officer of Corporation	
Bottled/canned beer, Consumed on premise	\$75.00	digitative of Electrises of Cities of Corporation	
Draft beer, Includes draft, bottled, and/or canned	\$0.00	This license is TRANSFERABLE and EXPIRES 12/31/2024. Witness my hand and seal this 24th of October, 2023.	
Wine by the glass	\$100.00	withess my hand and sear this 24th of October, 2023.	
Wine by the bottle	\$25.00		
Liquor	\$0.00		
Application Fee	\$5.00	Chairman	
Total	\$205.00		
		Commissioner	
(SEAL) By: Bridgity Chi	ntorki ners	Commissioner	



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 U	SE ONLY
Premise No.	7B-26897
State Lic No.	26897
Issue Date:	12/01/2023
County No.	2024-22
Total Fees:	
Deputy Initia	

## **Retail Alcohol Beverage License Application**

1. Application Type  X Renewal Seasonal (month open) New (complete page 2) Transfer (complete page 2) (include transfer fee of \$20.00)	2. Type of Business   Individual   LLC   LLP   LLP		ity limits city limits FOR OFFICE
4. License Type			USE ONLY Prorated Fee
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	\$ 0.00 \$ 75.00 \$ 0.00 \$ 100.00 \$ 25.00 \$ 0.00 \$ 5.00 \$ \$205.00	(If applicable) \$ \$ \$ \$ \$ \$ \$
5. Applicant Information			
Doing Business As: BLUEBIRD BAKERY			
Business Phone Number: (208) 265-8730			
Business Physical Address: 329 N 1ST AV	E		2004
City: SANDPOINT	State: ID	Zip Code: <u>8</u>	3864
6. Business Information Business Name: BEAN LLC			1
Primary Contact Name: JILL SEVERSON	VF 0700		<del></del>
Primary Contact Phone Number: (208) 26	95-8730		2
Mailing Address: 329 N 1ST AVE	- ID	7:- CI C	2064
City: SANDPOINT	State: ID	Zip Code: <u>8</u>	3004
Email Address: bluebirdbakeryid@gmail.c	OIII	dress Mailing	Address X Emai
Please indicate address to send future co	rrespondence: Business Physical Add	iress Minigiling	Address Millian
APPLICANT'S SIGNATURE:			
Signer must be authorized to sign for doc	cuments pertaining to the Alcohol Beverag	ge Control.	
APPROVED:	DATE:		
Board of County Commission	ners		

THIS IS TO CER	TIFY THAT		HOME TOWN BURGERS LLC
doing business a	s		THE BURGER DOCK
at	116 1	N FIRST AVE ST	EB&C, SANDP <mark>OINT,</mark> ID 83864
a(n)	LLC	_ , is licensed to s	<mark>sell Alcohol</mark> ic Bevera <mark>ges as</mark> stated below, subject to the provisions o
Chapters 23-903			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 f	ile in the office of the Clerk	of the Board at th	ne <mark>Bonner County Courthouse, Sandpoint, Idaho.</mark>
Dated: 12/01/202	23		
Bottled/canned b	eer, Consumed off premise	\$0.00	
Bottled/canned b	eer, Consumed on premise	\$0.00	Signature of Licensee or Officer of Corporation
	es draft, bottled, and/or canned	\$100.00	This license is TRANSFERABLE and EXPIRES 12/01/2023.
Wine by the glas		\$100.00	Witness my hand and seal this 24th of October, 2023.
Wine by the bottl	e	\$25.00	
Liquor		\$0.00	
Application Fee		\$5.00	
Total		\$230.00	Chairman
		• •	
_		_	Commissioner
(SEAL) BU	: Bridgite Cen	toda	
Clerko	of the Board of County Commissio	ners	Commissioner



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-25945 State Lic No. 25945 Issue Date: 12/01/2023 County No. 2024-23 Total Fees: \$230.00 Deputy Initials: bcentorbi	/		
State Lic No. 25945 Issue Date: 12/01/2023 County No. 2024-23 Total Fees: \$230.00	FOR OFFICE U	JSE ONLY	
Issue Date: 12/01/2023 County No. 2024-23 Total Fees: \$230.00	Premise No.	7B-25945	
County No. 2024-23 Total Fees: \$230.00	State Lic No.	25945	
Total Fees: \$230.00	Issue Date:	12/01/2023	
Total Fees: \$230.00	County No.	2024-23	
Deputy Initials: bcentorbi			
	Deputy Initia	als: 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	2. Type of Business  Individual Partnership Corporation	3. Location of Facility Inside city limits Outside city limits FOR OFFICE
4. License Type		County Fee USE ONLY Prorated Fee
Bottled/canned beer (retail only) Bottled/canned beer X Draft beer X Wine by the glass X Wine by the bottle Liquor X Application Fee Total Fees  5. Applicant Information Deing Parinees Act THE BURGER DOCK	Consumed off premise Consumed on or off premise Includes draft, bottled, and/or canned	\$ 0.00 \$ 0.00 \$ 100.00 \$ 100.00 \$ 25.00 \$ 0.00 \$ 5.00 \$ \$230.00
Doing Business As: THE BURGER DOCK Business Phone Number: (208) 597-7027		
Business Physical Address: 116 N FIRST		19 13 11-
City: SANDPOINT	State: ID	Zip Code: <u>83864</u>
6. Business Information Business Name: HOME TOWN BURGER Primary Contact Name: SAVANNAH PEN Primary Contact Phone Number: (208) 21 Mailing Address: 1107 SPRUCE ST City: SANDPOINT	ININGTON	Zip Code: <u>83864</u>
Email Address:		3.00 3
Please indicate address to send future co	Business Physical Add	2
3 2 2		
APPROVED:	DATE:	20 A. T.

**Board of County Commissioners** 



## **Bonner County EMS**

521 N. Third Ave • Sandpoint, ID 83864 • Phone: (208) 255-2194

October 16, 2023

## Memorandum



To: Bonner County Commissioners

From: Jeff Lindsey, BCEMS Chief

Re: Stryker Invoice

**Description:** Bonner County EMS wishes to pay the Stryker invoice in the amount of \$6,840..00 for our annual Lifepak maintenance agreement. This will come from line item 99918-7820 Contracts.

### Distribution:

- 1 Copy to be returned to EMS
- 1 Copy to the Auditor's Office
- 1 Copy to the Commissioner's Office

Auditors Approval ~~

A suggested motion would be: Mr. Chairman based on the information before us I move to approve the Stryker invoice in the amount of \$6,840.00.

Recommendation Acceptance: 

yes 

no 

Commissioner Steve Bradshaw, Chairman



2825 Airview Boulevard Kalamazoo, MI 49002 USA

Invoice 9204754191

Bill to: 20191435

204021-6.17 0 8227-1.1 1oz

Ship to

20191435

BONNER CO EMS 521 N THIRD AVE SANDPOINT ID 83864-1506

For product related inquiries please contact:
Stryker Medical Customer Service: 800-327-0770
For accounts and billing related inquiries please contact:
Stryker account receivable: 800-733-2383(Option 2)

Invoice # 9204754191
Invoice Date 10/01/2023
Currency USD
Payer Number 20191435

Payer Name BONNER CO EMS

Remit to:

**Electronic Payments:** 

Checks:

JPMorgan Chase ABA 071000013 (ACH) Account: 1035237 ABA 021000021 (WIRE)

SWIFT Code: CHASUS33XXX

Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213

USA

Please transmit in CTX format. If CTX is not possible, please send remittance information by email to EFTpayments@stryker.com

### **Header Information**

Customer PO	BCEMS91020		
Payment Terms	Net due in 30 days	Payment Due Date	10/31/2023
Terms of Delivery	PCO	•	
	ORIGIN		

item_item#/GTII	N Descr	iption	Billing_Period	Extended Price
Procare Servi	ce Contract Procare	e Services	2023-10-01 2024-09-30	6840.00
Contract No.	40049608		Item Total	6,840.00
Billing Plan	SRY - Yearly adva	nce		
Contract Validity	10/01/2020 to	10/27/2024	Gross Amount	6,840.00
Coverage Date	10/01/2023 to	09/30/2024		2,2 10,00
LVIDIFD	) maier Idliek Maker. I	Maintenance Agreement		



## **Bonner County Sheriff's Office**

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

October 24, 2023 Memorandum
To: Board of County Commissioners
From: Sheriff Daryl Wheeler
Re: Resolution for Destruction of Sheriff's Records
Idaho Code 31-871 allows for the classification of County records. It also allows for a retention schedule and destruction of these records according to the schedule.
I am requesting approval of the attached list of records to be destroyed.  This Request and Resolution has been approved by:  Legal – Scott Bauer
A suggested motion would be: Mr. Chairman based on the information before us, I move to approve Resolution #23- authorizing the Sheriff's Office to destroy the Sheriff's Office and Jail records listed on Exhibit A.
Recommendation Acceptance:   yes   no   Date: Date:   Commissioner Steven Bradshaw, Chairman   Luke Omost

## RESOLUTION NO. <u>2023</u>—85

# BONNER COUNTY SHERIFF'S OFFICE DESTRUCTION OF SHERIFF'S/JAIL RECORDS

WHEREAS, Idaho Code §31-871 provides for the classification of county records as "permanent," "semi-permanent," or "temporary," and;

WHEREAS, Bonner County Sheriff's Office has reviewed Idaho Code §31-871 and the Idaho Association of Counties County Record Retention Schedule for Sheriff's Office and Jail records; and

WHEREAS, Bonner County Sheriff's Office has reviewed its stored files/documents and identified whether they are "permanent," "semi-permanent," or "temporary" as described in subsections (1)(b), (c), or (d) of Idaho Code §31-871; and

WHEREAS, Bonner County Sheriff's Office has prepared a list of Sheriff's Office/Jail records, with the assistance of county legal counsel, which it proposes to have destroyed at this time, a copy of which is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Bonner County, that Bonner County Sheriff's Office be and hereby is authorized to destroy the files listed in Exhibit "A" attached hereto and incorporated herein.

ADOPTED as a Resolution of the Board of Commissioners of Bonner County upon a majority vote on the 24th of October, 2023.

Steven Bradshaw, Chairman Commissioner
Asia Williams, Commissioner
Luke Omodt Commissioner C. Mai Mai

BOARD OF BONNER COUNTY COMMISSIONERS

Attest By: Deputy Clerk

Documents											Retention Period
Accident Reports					T	2016	2017				5
Attendance Accruals						2016	2017				
Bank Records (Civil, DL & Jail)	 ·				2015	2016	2017				5
Civil Worksheets				-	2013	2010	2027	2018	2019		 3
	 <u> </u>				2015	2016	2017	2010	2015		5
Civil Writs	 2011	2012	2013	2014	2015	2016	2017				 
Concealed Weapons License - Expired	 2011	2012	2013	2014	2013	-					 5
Driver's License - Credit Card Receipts	 _					2016	2017				 
Driver's License - Daily Balance Report	 					2016	2017				 
Driver's License - Notice to Register	 			2014	2015						
Employee Drug Testing Results									2019		
Jail - Cell Shake Down Logs	 										 5
Jail - Daily Passdown									2019	2020	 2
Jail - Inmate Classification						2016	2017				5
Jail - Inmate Exercise Log						2016	2017				5
Jail - Inmate Head Count						2016	2017				5
Jail - Inmate Housing Billings						2016	2017				5
Jail - Inmate Medical Records (see attached)	2011										10
Jail - K9 Search Logs											
Jail - Purchase Orders						2016	2017				5
Jail - Swanson Billing & Receipts						2016	2017				5
Jail - Walkthrough Video Files	/ /		2013								
Personnel Files		2011	2012	·							10
Public Records Requests									2019	2020	 2

10/16/2023



# **AIRPORTS**

Dave Schuck 208-255-9179

AIRPORT ITEM #1

Meeting Date: October 24, 2023

## **MEMORANDUM**

To: Commissioners

Re: Engineering Consultant Master Services Agreement

I recommend entering into this contract with Ardurra.

**Description:** This is the mater services agreement with our engineering consultant Ardurra. Ardurra was selected in accordance with FAA Advisory Circular 150-5100-14E to provide professional services to Bonner County in support of our efforts to complete various improvements and tasks at the Bonner County Airports (Priest River Airport (1S6) and Sandpoint Airport (SZT). Services under this Agreement will be provided by Ardurra as described in separately authorized Work Orders to include land and easement acquisitions, runway design and reconstruction, taxiway design and construction, snow removal equipment sheds design and construction at both airports



## **PROFESSIONAL SERVICES MASTER AGREEMENT**

THIS IS AN AGREEMENT effective as of July 11, 2023 ("Effective Date") between Bonner County, Idaho ("Owner") and Ardurra Group, Inc. ("Engineer") to provide professional services to Owner in support of Owner's complete various improvements and tasks at the Bonner County Airports (Priest River Airport (1S6) and Sandpoint Airport (SZT) ("Project").

Engineer's services under this Agreement will be provided by Engineer as described in separately authorized Work Orders to include the following tasks (the "Work"). This Agreement will serve as a 'Master Agreement' for this Work. The Owner intends to complete various improvements and tasks at the Sandpoint Airport and Priest River Airport. Services to be provided are expected to include but are not limited to the following:

- 1. Sandpoint Airport
  - a. Land Acquire miscellaneous land
  - b. Runway Reconstruct Runway Design (Phase 1)
  - c. Runway Reconstruct Runway Construct
  - d. Land Acquire (land/easement)
  - e. Taxiway Construct Taxiway Design (Phase 1)
  - f. Taxiway Construct Taxiway Construct
  - g. SRE Shed Design and Construction
- 2. Priest River Airport
  - a. Apron Expand design and construct Apron Expansion (27,600 sft)
  - b. Apron Expand Construct (Phase 1)
  - c. Taxiway Design and Construct Taxiway C
  - d. Land Acquire (land/easement)
  - e. Runway Rehabilitate Runway Design RW Rehab
  - f. Runway Rehabilitate Runway Construct RW Rehab
  - g. SRE Shed Design and Construct

## Owner and Engineer further agree as follows:

## 1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Master Agreement, as described in separately authorized Work Orders. Each Work Order shall include a detailed scope of work and fee estimate for the intended Project, which will be negotiated separately with the Owner. Once mutually agreed to, Work Orders shall be executed and automatically incorporated by reference into and made part of this Agreement.
- B. Engineer shall complete its Services within the time period specified in the Work Order. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.



C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

## 2.01 Payment Procedures

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then Engineer may, after giving seven (7) days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02, and 2.03. 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.

## 2.02 Basis of Payment

- A. Fees for each Work Order will be determined using one or both of the following methods. Each Work Order will clearly identify which method applies to which portion of the work.
- B. Hourly Rates Plus Reimbursable Expenses (Time & Expense):

Fees for services negotiated under this method will be billed in an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates and certified overhead rate for each applicable billing class, plus profit and reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any, as prescribed in separately authorized Work Orders. A maximum total fee for the services to be provided shall be included in the scope of work attached to each Work Order. If additional tasks and fees are required, these will be added by amending the Work Order.

C. Lump Sum with Progress or Milestone Payments:

The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period, or upon mutually agreed milestone payments as prescribed in separately authorized Work OrdersThe lump sum fee for services to be provided shall be included in the scope of work attached to each Work Order.

2.03 Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates and certified overhead rate for each applicable billing class; plus profit and reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants'



charges, if any. Engineer shall provide Owner an estimate of Additional Services upon request and in accordance with mutually agreed work scope and schedule in separately authorized Work Orders.

## 3.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:
  - 1. For cause, by either party, upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

## 2. By Engineer:

- a. upon seven (7) days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- b. upon seven (7) days written notice if the Engineer's Services are delayed for more than ninety (90) days for reasons beyond Engineer's control, or as the result of the presence at the Project site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.L.
- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- 3. By Owner, for convenience, effective upon Engineer's receipt of written notice from Owner.
- B. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1 or 3.01.A.2 if the party receiving such notice begins, within seven (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 thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

## 4.01 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 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.



- 8. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 General Considerations

- 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. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Insurance: During the term of the Agreement, Engineer shall secure and maintain, at its own expense, Workers' Compensation insurance coverage for its employees performing the Work in accordance with statutory limits applicable to the State wherein the Work is completed. In addition, during the term of the Agreement, Engineer shall procure and maintain General Liability, Automobile Liability and Professional Liability insurance at the minimum limits and coverages specified below:
  - 1. General Liability coverage shall be not less than \$1,000,000 per occurrence, and not less than \$2,000,000 in aggregate. General Liability coverage shall include primary contractual liability, personal injury, death, damage to property, and destruction of property.
  - 2. Automobile Liability coverage shall not be less than \$1,000,000.
  - 3. Professional Liability coverage shall be \$1,000,000 per claim and \$1,000,000 in aggregate.
  - 4. Certificates of Insurance (COI) will be furnished to Owner and shall specify that insurance will not be canceled without minimum ten (10) days prior written notice to the primary insured. Upon receipt of such notice, the Engineer shall notify Owner and shall take action to maintain coverage meeting the requirements of this Agreement.
- C. Indemnification: To the fullest extent permitted by law, Engineer and Owner mutually agree to indemnify and hold harmless each other from all claims, lawsuits, or legal actions that arise out of, pertain to, or relate to damages, losses, personal injuries, death and property liability resulting from the errors, omissions, negligence, willful misconduct, or fault of the indemnifying party, its contractors,



representatives, agents and employees. In no event shall either party indemnify the other party for the other party's own errors, omissions, negligence, willful misconduct, or fault. Engineer's total indemnity shall be limited to the lesser of 1) the total amount of compensation received by Engineer under this Agreement, or 2) the limits of applicable insurance coverages described above in 5.01.B above.

- D. Mutual Waiver and Limit of Liability: To the fullest extent permitted by law, Owner and Engineer (1) 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 or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer.
- E. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- F. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- G. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- H. Engineer shall not be responsible for any decision made regarding construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- I. All documents, data, and professional work product (collectively "Documents") prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such Documents, whether or not the Project is completed. Owner shall have a limited license to use the Documents on and for the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the Documents and subject to the following limitations:
  - Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;



- any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
- 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and
- 4. such limited license to Owner shall not create any rights in third parties.
- J. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website portal, in accordance with a mutually agreeable protocol.
- K. Engineer may also, upon Owner's request and in conformance with Owner confidentiality requirements, provide Documents or otherwise grant access to Documents to Owner agents, representatives, or third parties ("Recipients"). No warranty, either expressed or implied, is made by Engineer to Recipients regarding the accuracy or reliability of these Documents. Engineer reserves the right to revise, update and improve its electronically stored Documents without notice and assumes no responsibility for any damages which may arise as a result of the intended and continued use of this information by Engineer. Use of the Documents by Recipients is subject to the following limitations:
  - a. By using these Documents, Recipients agree to verify the data and to ascertain its accuracy for the intended use.
  - b. Engineer makes every effort to ensure that Document files are free of computer viruses and/or malware; however, Engineer assumes no responsibility for damages caused by the installation or use of these data.
  - c. Engineer makes no representations as to long term compatibility, usability, or readability of the 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 Documents.
- L. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- M. Disputes:



- 1. Owner and Engineer agree to negotiate reconciliation of any dispute between them in good faith for a period of thirty (30) days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated as described below. If mediation is unsuccessful, then the parties may exercise their rights at law.
- 2. Mediation: If the parties fail to resolve a dispute through negotiated reconciliation, Engineer and Owner 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 Agreement or the breach thereof (collectively "Disputes"), to mediation conducted by a mediator selected through mutual agreement of both parties. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis and shall be completed within one hundred twenty (120) days. If such mediation is unsuccessful in resolving a Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.
- N. This Agreement is to be governed by the law of the State in which the Project is located.
- O. Force Majeure: Engineer shall not be held responsible for any delay or failure in performance caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of Constructors, vandalism, or other similar causes that are beyond its control.

#### 6.01 Total Agreement

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

## 7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq. ("TSCA"); (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.



**Attachments:** Attachment A – Federal Contract Provisions

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

Owner: Bonner County, Idaho	Engineer: Ardurra Group, Inc.
By:	By: Laturely July
Print name: Steven Bradshaw	Print name: Pat Colwell
Title: Chairman, Board of County Commissioners	Title: Chief Operation Officer, Northwest
Date Signed:	Date Signed: 7/18/23
	Engineer License or Firm's Certificate No. (if required):  State of: Idaho
Address for Owner's receipt of notices:	Address for Engineer's receipt of notices:
1500 U.S. Route 2, Suite 308	7950 North Meadowlark Way, Suite A
Sandpoint ID 83864	Coeur d'Alene ID 83815

## ATTACHMENT A - FEDERAL CONTRACT PROVISIONS

The following are federally mandated contract provisions provided and required by the Federal Aviation Administration (FAA). Provisions available here; Procurement and Contracting Under AIP – Federal Contract Provisions (faa.gov), are dated May 24, 2023. These provisions are included, as it is anticipated federal funds will be used for Project(s) covered by this agreement.

## A1 ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed

## A2 NOT REQUIRED

## A3 BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

## A4 NOT REQUIRED

## A5 CIVIL RIGHTS - GENERAL

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

## A6 CIVIL RIGHTS - TITLE VI ASSURANCE

## **Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- 1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC §
  4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of
  Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and
  resulting agency guidance, national origin discrimination includes discrimination because of limited
  English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to
  ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. at 74087(2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

## A7 CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

## A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek

of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

## 3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

#### 4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

## A9 NOT REQUIRED

## A10 NOT REQUIRED

#### A11 DEBARMENT AND SUSPENSION

#### CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

## CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- Checking the System for Award Management at website: http://www.sam.gov.
- Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
- 3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

## A12 DISADVANTAGED BUSINESS ENTERPRISE

## Contract Assurance (§ 26.13) -

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Client. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Client. This clause applies to both DBE and non-DBE subcontractors.

## A13 DISTRACTED DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

## A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

## A15 NOT REQUIRED

## A16 EQUAL EMPLOYEMENT OPPORTUNITY (EEO)

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

  Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## A19 NOT REQUIRED

## A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### A21 NOT REQUIRED

## **A22 NOT REQUIRED**

#### A23 SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance

of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

#### **A24 TAX DELINQUENCY AND FELONY CONVICTIONS**

- 1) The applicant represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

#### A25 TERMINATION OF CONTRACT

## TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
  - 1. Perform the services within the time specified in this contract or by Owner approved extension;
  - 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
  - 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete

as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant**: The Consultant may terminate this Agreement in whole or in part, if the Owner:
  - 1. Defaults on its obligations under this Agreement;
  - 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
  - 3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## A26 TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR):
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

## **A27 VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-lraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

## A28 DOMESTIC PREFERENCES FOR PROCUREMENTS

## CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.



# **AIRPORTS**

Dave Schuck 208-255-9179 **AIRPORT** ITEM #2

Meeting Date: October 24, 2023

## **MEMORANDUM**

To: Commissioners

Ardurra Work Order 1S6 23-001 Priest River Airport DBE Goals Re:

Description: This Work Order defines the Disadvantaged Business Enterprise Goals Priest River Airport for the three year period 2024-2026 as required by FAA regulations:

TASK 1 - PROJECT ADMINISTRATION AND MANAGEMENT Contract Administration to include preparing Task Order Scope of Work and fee proposal for review by airport staff. Discuss and review comments with staff and revise accordingly. Submit draft scope of work to FAA for review and concurrence. Advise and coordinate with airport staff on administrative and management tasks. Project management and administration includes monthly cost accounting, invoicing, and monitoring project progress.

## TASK 2 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) 3-YEAR GOALS FY 24-26

1. DBE 3-Year Goals (FY22-24) - Develop DBE goals for FY 2022-2024. Determine market area. Research and compile documentation on DBE and total firms within the market area using U.S. Census data and the OMWBE directory. Calculate the DBE goals and develop a narrative summarizing the findings, using the FAA goal setting tool. Facilitate DBE outreach for the goal methodology and administer DBE goal consultation via Teams. Submit a draft of the 3-year DBE goals to the Owner for review, then submit via FAA Civil Rights Connect.

2. Make edits to the 3-year goals based on FAA comments, if necessary, and re-submit. One round of FAA comments is assumed.

I recommend entering into this work order with Ardurra.

Legal Review: \_\_\_X\_\_\_Auditing Review: \_\_\_\_

Distribution: Original to BOCC Office; email copy to Airports – Dave Schuck; copy to Auditing

A suggested motion would be: Mr. Chairman based on the information before us I move that the County enter into this work order with Ardurra.

Date: Recommendation Acceptance: □ yes □ no Commissioner Luke Omodt, Chairman



# WORK ORDER 1S6 23-001 PRIEST RIVER AIRPORT (1S6) BONNER COUNTY, IDAHO DBE CONSULTATION AND GOAL SERVICES

This Work Order shall be attached to, made a part of, and incorporated by reference into a Professional Services Master Agreement between Bonner County, Idaho and Ardurra Group, Inc., dated July 12, 2023.

## SCOPE OF WORK

The Scope of Work, dated July 13, 2023, for this effort, is attached as Exhibit A. The document describes the anticipated work effort and schedule in detail.

## **FEES**

Fees for services provided under this Work Order have been determined and will be billed using method(s) listed below as defined in the Professional Services Master Agreement and as shown in Exhibit A:

A	Tasks 1-2 (Lump Sum)	\$2,500.00
A	Work Order Fee Total:	\$2,500.00

Fees have been determined based on the Engineer's current certified hourly rates.

IN WITNESS WHEREOF, Owner and Engineer have made and executed this WORK ORDER 1S6 23-001 as part of the Professional Services Master Agreement the day and year first above written.

FOR:	Bonner County, Idaho	FOR: A	rdurra Group Inc.
		- 10	ate: 2023.07.18 13:05:22-07'00'
Ву:	Steven Bradshaw	Ву:	Alton W. Dail III, P.E.
Title:	Chairman, Board of County Commissioners	Title _	Project Manager
Date:		Date _	7/18/23



# Work Order 1S6 23-001 Exhibit A – Scope of Work and Fee Priest River Airport, Bonner County, Idaho Disadvantaged Business Enterprise (DBE) 3-Year Goals

## INTRODUCTION

The Priest River Airport (1S6 or Airport) is owned by Bonner County (County, Owner, or Sponsor), Idaho, located in North Idaho. The Airport is part of the National Plan of Integrated Airport Systems (NPIAS). This Scope of Work describes the professional services to be provided by the Ardurra Group, Inc. (Consultant) in support of the development of 3-year Disadvantaged Business Enterprise (DBE) goals. The Sponsor will develop 3-year DBE goals for Fiscal Years 2024 through 2026, for FAA Civil Rights Office Approval.

## SCOPE OF PROFESSIONAL SERVICES

The following outlines the Scope of Work and services to be provided as part of this Project.

Task 1 – Project Administration and Management Task 2 – DBE 3-Year Goals (FY 24-26)

## TASK 1 - PROJECT ADMINISTRATION AND MANAGEMENT

1 Contract Administration to include preparing Task Order Scope of Work and fee proposal for review by airport staff. Discuss review comments with staff and revise accordingly. Submit draft scope of work to FAA for review and concurrence. Advise and coordinate with airport staff on administrative and management tasks. Project management and administration includes monthly cost accounting, invoicing, and monitoring project progress.

## TASK 2 – DISADVANTAGED BUSINESS ENTERPRISE (DBE) 3-YEAR GOALS FY 24-26

- 1. DBE 3-Year Goals (FY22-24) Develop DBE goals for FY 2022-2024. Determine market area. Research and compile documentation on DBE and total firms within the market area using U.S. Census data and the OMWBE directory. Calculate the DBE goals and develop a narrative summarizing the findings, using the FAA goal setting tool. Facilitate DBE outreach for the goal methodology and administer DBE goal consultation via Teams. Submit a draft of the 3-year DBE goals to the Owner for review, then submit via FAA Civil Rights Connect.
- 2. Make edits to the 3-year goals based on FAA comments, if necessary, and re-submit. One round of FAA comments is assumed.

## **EXCLUDED SERVICES**

The Owner and Consultant agree that the following items will be provided by the Owner and if added to the Consultant's work will be considered extra services:

 Bonner County Staff to provide Priest River Airport FY 24-26 CIP information to CONSULTANT.





2. Updates and/or revisions to DBE Program Plan.

## SERVICES PROVIDED BY OWNER

- 1. A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions. Owner's representative will attend meetings and teleconferences, as required.
- 2. Review draft documents from Consultant within a reasonable amount of time and provide review comments in writing.
- 3. Designate a DBE Liaison Officer (DBELO), if necessary.
- 4. Protection of Consultant supplied digital information or data, if any, from contamination, misuse, or changes.

## **DELIVERABLES**

1. 3-year DBE Goals in electronic format (.pdf).

## PERSONNEL HOUR ESTIMATE

DESCRIPTION	TOTAL	Principal	Project Manager	Aviation Planner	Admin
Certified Hourly Rate		\$64.53	\$59.97	\$50.03	\$23.11
	6	1	2	1	2
	13	0	1	12	0
Total Hours:	19	1	3	13	2
Direct Labor:	\$941.05	\$64.53	\$179.91	\$650.39	\$46.22
	\$1,299.68				
Reimbursable Expenses:	\$0.00	milita la com			
	Certified Hourly Rate Project Admin & Mgmt. Prepare DBE Goals FY 24-26  Total Hours: Direct Labor: Certified Overhead Rate 1.3811%	Certified Hourly Rate Project Admin & Mgmt. Prepare DBE Goals FY 24-26  Total Hours: Direct Labor: \$941.05  Certified Overhead Rate 1.3811% \$1,299.68	Certified Hourly Rate       \$64.53         Project Admin & Mgmt.       6       1         Prepare DBE Goals FY 24-26       13       0         Total Hours:       19       1         Direct Labor:       \$941.05       \$64.53         Certified Overhead Rate 1.3811%       \$1,299.68	DESCRIPTION         TOTAL         Principal Manager           Certified Hourly Rate         \$64.53         \$59.97           Project Admin & Mgmt.         6         1         2           Prepare DBE Goals FY 24-26         13         0         1           Total Hours:         19         1         3           Direct Labor:         \$941.05         \$64.53         \$179.91           Certified Overhead Rate 1.3811%         \$1,299.68	DESCRIPTION         TOTAL         Principal         Manager         Planner           Certified Hourly Rate         \$64.53         \$59.97         \$50.03           Project Admin & Mgmt.         6         1         2         1           Prepare DBE Goals FY 24-26         13         0         1         12           Total Hours:         19         1         3         13           Direct Labor:         \$941.05         \$64.53         \$179.91         \$650.39           Certified Overhead Rate 1.3811%         \$1,299.68

\$259.27

Total Work Order Fee:	\$2,500.00

## Schedule:

Facilitate DBE Outreach: July 6, 2023
 Provide Draft DBE Calculations for Public: July 10, 2023
 Finalize DBE Calculations based on Public Comment: August 1, 2023

## **End of Scope**





# **AIRPORTS**

Dave Schuck 208-255-9179 **AIRPORT** ITEM #3

Meeting Date: October 24, 2023

	MEMORANDUM	
To:	Commissioners	
Re: Surve	Ardurra Work Order 1S6 23-002 Priest River Airport GIS (AGIS) and Obstruction y Services	
of this	ription: This Work Order defines the Scope of Work and services to be provided as part s Project.	
1 reco	mmend entering into this work order with Ardurra.	
	Review:Xing Review:	
Distri	bution: Original to BOCC Office; email copy to Airports - Dave Schuck; copy to Audi	iting
	ested motion would be: Mr. Chairman based on the information before us I move that the enter into this work order with Ardurra.	е
Reco	mmendation Acceptance:   yes   no   Commissioner Luke Omodt, Chairman	<u> </u>



# WORK ORDER 1S6 23-002 PRIEST RIVER AIRPORT (1S6) BONNER COUNTY, IDAHO

AIRPORT GIS (AGIS) AND OBSTRUCTION SURVEY SERVICES

This Work Order shall be attached to, made a part of, and incorporated by reference into a Professional Services Master Agreement between Bonner County, Idaho and Ardurra Group, Inc., dated July 12, 2023.

## SCOPE OF WORK

The Scope of Work, dated October 12, 2023, for this effort, is attached as Exhibit A. The document describes the anticipated work effort and schedule in detail.

## **FEES**

Fees for services provided under this Work Order have been determined and will be billed using method(s) listed below as defined in the Professional Services Master Agreement and as shown in Exhibit A:

\$171,230.93
\$23,000.00
\$148,230.93

Fees have been determined based on the Engineer's current certified hourly rates.

IN WITNESS WHEREOF, Owner and Engineer have made and executed this WORK ORDER 1S6 23-002 as part of the Professional Services Master Agreement the day and year first above written.

FOR:	Bonner County, Idaho		durra C our Hu orderly signed by Alton W. Dail III ate: 2023.10.12 10:19:15-07'00'
Ву:	Steven Bradshaw	Ву:	Trey Dail, P.E.
Title:	Chairman, Board of County Commissioners	Title	Aviation Group Lead
Date:		Date	10/12/23





# Work Order 23-002 Exhibit A – Scope of Work Priest River Airport, Bonner County, Idaho Airport GIS (AGIS) and Obstruction Survey

## INTRODUCTION

The Priest River Airport (1S6, or Airport) is owned by Bonner County (County, Owner, or Sponsor), Idaho, located in North Idaho. The airport is part of the National Plan of Integrated Airport Systems (NPIAS). This Scope of Work describes the professional services to be provided by T-O Engineers LLC, an Ardurra Company (Consultant) in support of the development of an Obstruction Survey using photogrammetric mapping and an Airport GIS (AGIS or Project). The Sponsor, with support from the FAA - Helena Airports District Office, will develop this AGIS to address key issues, objectives, and goals pertinent to the airport's future viability and development. It is anticipated the data collected as part of this Project will be used to identify close-in obstructions to be removed during a future project.

## SCOPE OF PROFESSIONAL SERVICES

The following outlines the Scope of Work and services to be provided as part of this Project. The following sections provide a narrative description of the effort and tasks associated with each task:

- Task 1 Project Formulation and Administration
- Task 2 Obstruction and Airports Geographic Information Systems (AGIS) Survey
- Task 3 Threshold Siting Analysis

## TASK 1 - PROJECT FORMULATION AND ADMINISTRATION

- 1.1 Scope of Work (SOW)
  - Formulate Scope of Work and Project Approach. Define Scope of Work, priorities, schedules and formulate the project approach. Prepare a Work Order including Scope of Work and Fee Estimate prepared in Task 1.1 and submit to the Owner for approval.
- 1.2 IFE Coordination
  - Assist the Owner in obtaining an Independent Fee Estimate and preparing a cost analysis for FAA review and approval.
- 1.3 Sub-Consultant Agreement

  Coordinate with sub-consultant as required to draft and finalize sub-consultant agreements.
- 1.4 Project Management and Coordination Project management and administration includes monthly cost accounting and budget analysis, invoicing, document preparation and management, and progress monitoring.





## 1.5 FAA Grant Amendment

Consultant will prepare one draft FAA grant amendment for Owner's review and signature. One (1) revision is anticipated. Consultant will submit the signed grant amendment to the FAA. This amendment will include the Project Cost Summary Form for budgeting the project.

## 1.6 FAA Quarterly Performance Reports

Consultant will prepare and submit a performance report to the FAA for each federal fiscal quarter the grant is active. Eight (8) Quarterly Performance Reports are anticipated throughout the life of the Project.

## 1.7 Federal Financial Reports

Consultant will assist the Owner in submitting an annual report of grant financial activity using Standard Forms SF-270 and SF-425, Federal Financial Report. Pursuant to FAA Order 5100.38, this report will be submitted no less than 90 working days after the end of each fiscal year and a final report at grant closeout. It is anticipated Federal Financial Reports will be submitted for two (2) fiscal years during this Project.

## TASK 2 - AIRPORTS GEOGRAPHIC INFORMATION SYSTEMS (AGIS) SURVEY

## 2.1 Safety Critical, Including Not Design Data

An obstruction survey, aerial photogrammetry, and mapping will be obtained in accordance with FAA requirements and standards. Consultant will use an aerial imagery subconsultant to provide field work, computations, and data to the FAA, per FAA ACs 150/5300-16A, -17C, and -18B, including:

- Control Surveying
- Stereo Color Aerial Photography
- Non-Vertically Guided Approach Obstruction Surveys
- Photogrammetric Mapping
- FAA AGIS Work Plans and Data Uploads

## 2.2 AGIS Submittal

Consultant will work with the National Geodetic Survey (NGS) and the FAA AGIS program to acquire and submit the necessary data to complete an Airspace Analysis, including an airspace analysis that will provide the obstruction analysis in Airports GIS. All necessary existing information will be submitted through the FAA AGIS portal as required by the FAA.

## 2.3 Survey and Imagery Data Collection

Consultant will collect data or perform the following as part of this task:

- Provide a Survey and remote Sensing Plan
- Establish or validate Airport Geodetic Control
- Perform, document, and report the tie to National Spatial Reference System (NSRS)
- Document control features requiring digital photographs
- Document control features requiring sketches
- Survey runway ends/thresholds as a quality assurance protocol
- Prepare Airport Manager and Operator Interviews
- Survey runway ends/thresholds





- Determine or validate runway length
- Determine or validate runway width
- Determine runway profile using 50-foot stations
- Determine the touchdown zone elevation (TDZE)
- · Determine runway true azimuth
- Determine or validate and document the position of navigational aids

## 2.4 Subconsultant Tasks

The following items will be performed by the subconsultant for this project:

- Provide and submit a survey and remote sensing plan
- Collect imagery
- Perform or validate and document an Airport Airspace Analysis the obstruction analysis for the airport will use the standards established for Airport Airspace Analysis surveys in Section 2.7 of FAA AC 150/5300-18B.
- Perform or validate and document an Airport Airspace Analysis the obstruction analysis for the airport will use the standards established for Airport Airspace Analysis surveys in Section 2.7 of AC 18B.

## 2.5 Data Submission

The Consultant will make maximum use of existing data for the Airport, which is traceable to the source to meet the requirements of this SOW before undertaking additional data collection. Data collected or proposed for use in a project must meet the tolerances specified in the above Advisory Circulars at the 95 percent confidence level (RMSE) before being used in the project or as part of the required deliverables.

As authorized by the Sponsor, the Consultant will submit all data collected and associated required deliverables in the format(s) specified as outlined in the appropriate Advisory Circular to the FAA Office of Airports, Airport Surveying-GIS Program. All data submissions to the FAA will be through the program's website at http://adip.faa.gov. The website also provides guidance on the proper preparation of data for National Geodetic Survey (NGS) for verification.

An eALP will not be created from survey data collected.

## 2.6 Data Attribution

The Consultant will collect and attribute features to the requirements of FAA AC 150/5300-18B and submit the attributed features to the AGIS system. The Sponsor will be able to download and distribute AGIS data for future projects. Consultant will be responsible for the submission, and subsequent acceptance, of mapping and survey data to FAA and NGS as a part of this Plan. Consultant will provide AGIS shapefiles compatible with ArcGIS to the Sponsor.

## 2.7 Deliverables

Consultant will upload the Final Report and Safety Critical Survey data to  $\frac{\text{http://adip.faa.gov}}{\text{compliance}}$  in compliance with the standards of 150/5300-18B.





## TASK 3 - THRESHOLD SITING ANALYSIS

3.1 Threshold Siting Design and Obstruction Analysis

Utilize survey and obstacles under 2.1 will be used to calculate obstructions to the surfaces listed below. These calculations will be used for future use of declared distances at this airport by siting the thresholds. Consultant will use AGIS survey data with existing ALP runway lengths and declared distances to produce the following:

- Part 77 Surfaces Analysis with Obstructions (up to 3 sheets)
- Runway Approach Surface (Existing and Future) Runway 2/20
- Threshold Siting Surface (Existing and Future) Runway 2/20
- Runway Departure Surface (Existing and Future) Runway 2/20

Consultant will present above exhibits to FAA Project Manager, FAA Air Traffic, FAA Flight Standards, and Airport Manager; and Consultant will schedule a Teams meeting with FAA and airport to receive comments and direction on runway lengths and declared distances.

Consultant will update above listed exhibits based on direction from FAA and Airport. Data will also be incorporated into Airport Layout Plan documents as a revision.

Consultant will submit revised draft Airport Layout Plan under OEAAA for 7460 airspace review. Any comments from the airspace review will be incorporated into the final ALP and exhibits will be updated for use by the airport and FAA.

## 3.2 Deliverables

Consultant will provide the Client representative exhibits (no more than three) which accurately describe the location and extent of the obstructions identified during this task.

Consultant will provide three exhibits detailing threshold siting and future declared distances on each runway end. These exhibits will be used for preliminary review by FAA PM, FAA Air Traffic, and FAA Flight Standards.

Consultant will revise Airport Layout Plan Sheets 1 through 8 for draft submittal to FAA. ALP Sheets will be finalized after airspace review for final submittal to FAA. ALP Revisions will be limited to Threshold Siting, Declared Distances and Runway length.

Sheets to be updated include:

Sheet 1 – Cover Sheet

Sheet 2 – Airport Layout Plan

Sheet 3 – Airport Airspace Plan (Sheet 1 of 2)

Sheet 4 – Airport Airspace Plan (Sheet 2 of 2)

Sheet 5 - Inner Approach Plan - RWY 2

Sheet 6 - Inner Approach Plan - RWY 20

Sheet 7 - Terminal Area Plan

Sheet 8 - Airport Land Use Map

This scope excludes any revisions to the Exhibit A – Airport Property Map or Sheet 9 – Airport Property Map.





## Schedule:

Collect Imagery:

• AGIS Final Report:

Calculate Threshold Siting Surfaces from ALP:

• Review Threshold Siting Surfaces with FAA:

• Revise ALP with FAA Direction for TSS:

• Submit 7460 with Revised ALP for Airspace:

• Finalize ALP using FAA 7460 Comments:

May/June 2024

December 2024

February 2025

March 2025

April 2025

May 2025

July 2025

## **End of Scope**



Work Order 1S6 23-002	
Airport GIS (AGIS) and Obstruction Survey	y

Priest River Airport Bonner County, Idaho

## **Exhibit B - Fee Summary**

July 17, 2023

## TASKS 1-3 SUMMARY (LUMP SUM)

## 1. Personnel Costs

Classification	Title	Hours	Rate/Hour	Cost
PR	Principal	4	\$64.53	\$258.12
PM	Project Manager	76	\$59.97	\$4,557.72
PE	Project Engineer	28	\$48.27	\$1,351.56
EI	Engineer In Training	100	\$39.56	\$3,956.00
SM	Survey Manager	32	\$55.29	\$1,769.28
SVC	Survey Crew Chief	120	\$31.40	\$3,768.00
SVTECH	Survey Technician	80	\$28.01	\$2,240.80
PLM	Planning Manager	18	\$50.03	\$900.54
GM	Geospatial Manager	121	\$56.17	\$6,796.57
GIS	GIS Operator	180	\$36.11	\$6,499.80
GIS-T	GIS Technician	0	\$29.68	\$0.00
Admin.	Administrative	16	\$22.08	\$353.30
			Prime Labor Costs	\$32,451.69
			Overhead (1.3811)	\$44,819.03
			Total Direct Cost	\$77,270.73

## 2. Subconsultant Fees

Description		Cost
NV5 (Imagery Collection, Airspace Analysis)		\$58,282.00
Assumption of Risk	10%	\$5,828.20
Subtotal, Subconsultant Fees:		\$64,110.20

## 3. Reimbursable Expenses

Description	Quantity	Unit Cost	Cost
Vehicle Travel (Per Mile) - 10 trips to airport	1000	\$0.750	\$750.00
CADD Software (Per Hour)	160	\$10.00	\$1,600.00
Survey Equipment	1	\$4,000.00	\$4,000.00
Postage, Phone, Recording (Lump Sum)	1	\$500.00	\$500.00
Subtotal, Reimbursable Expenses			\$6,850.00

## LUMP SUM TOTAL, TASKS 1-3 (1+2+3)

\$148,230.93

	( O					

\$23,000.00

## **WORK ORDER FEE TOTAL**

\$171,230.93



Work Order 1S6 23-002
Airport GIS (AGIS) and Obstruction Survey
Exhibit B - Detailed Labor Worksheet

Priest River Airport
Bonner County, Idaho
July 17, 2023

	FIRM	Ardurra													
	LABOR CLASSIFICATION LABOR RATE	PR \$64.53	PM \$59.97	PE \$48.27	EI \$39.56	SM \$55.29	SVC \$31.40	SVTECH \$28.01	PLM \$50.03	GM \$56.17	GIS \$36.11	GIS-T \$29.68	Admin. \$22.08	Total Hours	Task Total
TASK 1 -	GENERAL ADMINISTRATION														
1.1	Scope of Work	1	8			2				6				17	\$ 991.89
1.2	IFE Coordination		2						2					4	\$ 220.00
1.3	Sub-Consultant Agreement		4							2			4	10	\$ 440.55
1.4	Project Management and Coordination	2	16			6				8			12	44	\$ 2,134.66
1.5	FAA Grant Amendment		8						6					14	\$ 779.94
1.6	FAA Quarterly Performance Reports		8	4										12	\$ 672.84
1.7	Federal Financial Reports		4						4					8	\$ 440.00
Dep.	Subtotal, Task 1	3	50	4	0	8	0	0	12	16	0	0	16	109	\$ 5,679.87
TASK 2	AIRPORTS GEOGRAPHIC INFORMATION SYSTEMS (AGIS) SURVEY						Abo								
2.1	Obstruction Survey		2	4	4					10				20	\$ 1,032.96
2.2	AGIS Submittal					4				25	70			99	\$ 4,153.11
2.3	Survey and Imagery Data Collection					20	120	80						220	\$ 7,114.60
2.4	Subconsultant Tasks - Collect Imagery, Airspace Analysis		2							4		less en messes		6	\$ 344.62
2.5	Data Submission		49		4					20	30			54	\$ 2,364.94
2.6	Data Attribution									20	30			50	\$ 2,206.70
2.7	Deliverables		2		8				2	10	10			32	\$ 1,459.28
	Subtotal, Task 2	0	6	4	16	24	120	80	2	89	140	0	0	481	\$ 18,676.21
TASK 3	THRESHOLD SITING ANALYSIS														
3.1	Threshold Siting Design and Obstruction Analysis		8	4	4					4				20	\$ 1,055.76
3.2	Deliverables	1	12	16	80				4	12	40			165	\$ 7,039.85
	Subtotal, Task 3	1	20	20	84	0	0	0	4	16	40	0	0	185	\$ 8,095.61
	SUBTOTAL TASKS 1-3 (LUMP SUM)	4	76	28	100	32	120	80	18	121	180	0	16	775	\$ 32,451.69
		The Contract of	The order and					H NEEDS						A TANK	STATE OF THE STATE
	TOTAL DIRECT LABOR, ALL TASKS	4	76	28	100	32	120	80	18	121	180	0	16	775	\$ 32,451.69





# **AIRPORTS**

Dave Schuck 208-255-9179 **AIRPORT** ITEM #4

**Meeting Date: October 24, 2023** 

	MEMORAN	DUM
To:	Commissioners	
Re: Condo	Ardurra Work Order SZT 23-002 Sandpoint Air Storage Unit	port Avigation Easement Big Toy
of this	ription: This Work Order defines the Scope of West Project.	
Legal Auditi	Review:Xing Review:	o Airports – Dave Schuck; copy to Auditing
	. (88.1).	, i i i i i i i i i i j
	sted motion would be: Mr. Chairman based on the enter into this work order with Ardurra.	he information before us I move that the
Recor	mmendation Acceptance: □ yes □ no Comm	Date: hissioner Luke Omodt, Chairman



# WORK ORDER SZT 23-002 SANDPOINT AIRPORT (SZT) BONNER COUNTY, IDAHO

# AVIGATION EASEMENT BIG TOY CONDO STORAGE UNIT

This Work Order shall be attached to, made a part of, and incorporated by reference into a Professional Services Master Agreement between Bonner County, Idaho and Ardurra Group, Inc., dated July 12, 2023.

# SCOPE OF WORK

The Scope of Work, dated July 27, 2023, for this effort, is attached as Exhibit A. The document describes the anticipated work effort and schedule in detail.

### **FEES**

Fees for services provided under this Work Order have been determined based on the Engineer's current certified hourly rates and will be billed using method(s) listed below as defined in the Professional Services Master Agreement and as shown in Exhibit A:

Work Order Fee (Time & Materials)

\$12,991.40

IN WITNESS WHEREOF, Owner and Engineer have made and executed this WORK ORDER SZT 23-002 as part of the Professional Services Master Agreement the day and year first above written.

FOR:	Bonner County, Idaho	The same of the sa	rdurra rous ir . idally signed by Alton V. Dail III te: 2023.10.12 11:41:01-07'00'
Ву:	Steven Bradshaw	Ву:	Alton W. Dail III, P.E.
Title:	Chairman, Board of County Commissioners	Title _	Project Manager
Date:		Date	7/12/23





# Work Order SZT 23-002 Exhibit A – Scope of Work and Fee Sandpoint Airport, Bonner County, Idaho AVIGATION EASEMENT BIG TOY CONDO STORAGE UNIT

# INTRODUCTION

The Sandpoint Airport-SZT (Airport) is owned and operated by Bonner County, Idaho (County/Owner/Sponsor). The Airport is part of the National Plan of Integrated Airport Systems (NPIAS). The Airport is located in Sandpoint, Idaho, and serves the North Idaho Panhandle. The Airport property currently contains approximately 115 acres. The Airport consists of a single 5,501-foot long by 75-foot wide paved runway (Runway 2/20) with a 25-foot wide partial-length parallel taxiway on the east side. Based on the 2015 Master Plan (2015 MP), the Airport sees 35,000 to 40,000 aircraft operations annually. The 2015 MP lists the Airport Reference Code (ARC) as B-II with a Non-precision approaches to Runways 02 and 20. The critical aircraft for the Airport is the Falcon 50 with a Taxiway Design Group (TDG) of 2.

This Scope of Work describes professional services to be provided in support of a project to acquire an avigation easement over a 6.4 acre parcel. The parcel is located approximately 600-feet due northeast of the Runway 20 Threshold and is currently being developed for use as a storage unit complex.

This scope of work includes services for the preparation of an aviation easement over the subject property to limit the height of trees and development to not obstruct the Airport's Part 77 Airspace. These airspace surfaces are established to help ensure the safety of aircraft as they transition from air to ground and back. Funding for this project is anticipated to be provided from local sources.

# PROFESSIONAL SERVICES:

Professional services to be provided shall include:

- Contract Administration
- Survey
- Easement Acquisition Assistance
- Owner Coordination

# FEE STRUCTURE:

Services and associated expenses under this Scope of Work will be billed on a Time and Materials basis.

# AVAILABLE INFORMATION:

Ardurra will make maximum use of existing data for the airport to meet the requirements of this scope of work before undertaking additional data collection. The following information is available for review as necessary:

- Airport Master Plan (MP), J.U.B., 2015
- Airport Layout Plan (ALP), J.U.B., 2015





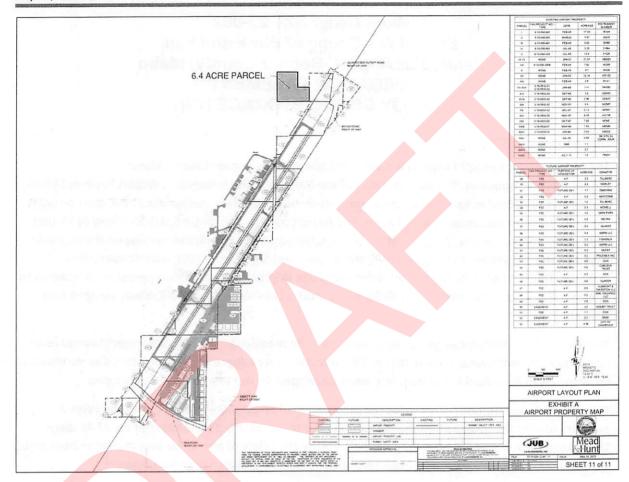


Figure 1: Airport Exhibit A Property Map (J.U.B. May 14,2015)

# **ASSUMPTIONS:**

This scope of services and estimated fees are based on the following assumptions:

- 1. Scope of work includes services for the acquisition, by the Owner, of an avigation easement above one private parcel. Scope assumes this work will be completed using local funding sources and will not require an appraisal or concurrence from the Federal Aviation Administration (FAA). Appraisals and coordination with the FAA will be the basis for an Amendment to these services.
- 2. Services related to property boundary disputes and condemnation; certifying property titles or filing purchase deeds; and egal services are not included in this scope of work.
- 3. A biological assessment or environmental assessment is not included in the scope of work.
- 4. Permit and agency review fees are not included within this scope of work or associated fees.
- 5. No planning, design, bidding, or construction administration services are included within this scope of work.
- 6. Services related to AGIS survey or reporting are not included within this scope of work.





# SCOPE OF PROFESSIONAL SERVICES

The following outlines the Scope of Work and services to be provided as part of this Project.

Task 1 – Project Administration and Management

Task 2 — Avigation Easement Acquisition

# TASK 1 - PROJECT ADMINISTRATION AND MANAGEMENT

1.1 Contract Administration includes preparing Task Order Scope of Work and fee proposal for review by Owner. Discuss review comments with Owner and revise accordingly. Advise and coordinate with airport staff on administrative and management tasks. Project management and administration includes monthly cost accounting, invoicing, and monitoring project progress.

# TASK 2 - AVIGATION EASEMENT ACQUISITION

The following tasks outline services necessary for the acquisition of an avigation easement over the subject property(s). Task shall utilize the services of a subconsultant to complete the services associated with survey and legal descriptions. This scope assumes that an appraisal will not be necessary.

- 2.1 Research: Order title reports to provide the legal descriptions, confirm ownership and determine encumbrances on the parcel. This scope of work assumes no encumbrances. If encumbrances are encountered in the title search, a separately negotiated scope and fee will be prepared to address the encumbrances. Complete research at the Bonner County Assessor and Recorder's offices to gather records of survey, plats, deeds, corner records, and right of way plans.
- 2.2 Boundary Survey: Complete field survey of parcel to define property boundary. Provide legal description with exhibit map for inclusion in the property deed and offer agreement.
- 2.3 Base Map: Following completion of boundary survey, Engineer shall analyze the data and prepare base drawings and 3-D existing surface model/surface TIN to show Airport Part 77 airspace heights over the parcel with contours.
- 2.4 Exhibit Preparation: Prepare 11" x 17" pdf exhibit of easement to be acquired, for use by Owner in negotiations with land owner. Including one (1) overall exhibit and one (1) individual parcel exhibit. Exhibits will depict approximate property boundaries of the land to be acquired in relation to the Airport and the proposed height limits of trees and development on the parcel.
- 2.5 Record of Survey. If required following completion of the boundary survey, prepare a Record of Survey for the parcel that shows boundary corners and easement purchased. File the Records of Survey with Bonner County.
- 2.6 Update Exhibit A Update Airport Property Map with property acquisition information. Coordinate Owner signature and submittal of the document to the FAA.
- 2.7 Owner Coordination: Coordinate with the Owner during this phase of the project.
- 2.8 Internal Coordination: Coordinate internally with Ardurra staff during this phase of the project, as necessary. It is assumed there will be one project meeting with the design team.
- 2.9 Travel Time: Travel time for Consultant personnel associated with tasks listed in this Phase.





# SERVICES PROVIDED BY OWNER

- 1. Coordination and negotiations with parcel owner for acquisition of the avigation easement.
- 2. A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions. Owner's representative will attend meetings and teleconferences, as required.
- 3. Preparation, review, and acceptance of all legal documents including avigation easements.
- 4. Review draft documents from Consultant within a reasonable amount of time and provide review comments in writing.
- 5. Protection of Consultant supplied digital information or data, if any, from contamination, misuse, or changes.

# **DELIVERABLES**

- 1. Draft Avigation Easement for County Legal Review.
- 2. Exhibit A Survey Map and Legal Description for Easement Property.

# FEE ESTIMATE

ITEM NO.	DESCRIPTION	Principal	Project Manager	Aviation Planner	Project Engineer	Admin	TOTAL
Certifie	ed Hourly Labor Rate	\$ 64.53	\$ 59.97	\$ 50.03	\$ 48.27	\$ 23.11	
Task 1	Administration	y page					
1.1	Project Admin & Mgmt.	10	1	The state of the s	MEN WISHIN	2	13
Task 2	Avigation Easement Acqu.						
2.1	Research	1	1	1	Through the		3
2.2	Boundary Survey	1					1
2.3	Base Map	2	all the tests		6		8
2.4	Exhibit Preparation	1			4	mande reac	5
2.5	Record of Survey	1	la retenia s			and the same of the	1
2.6	Master Plan Exhibit A	2	dia (1) di	ski baljir	6	the sales	8
2.7	Owner Coordination	2	Zalania -	hisquig n	amor distri	is depicted i	2
2.8	Internal Coordination	2	Della Maria	POPE THE	How Thad	SHAMMI - IN	2
2.9	Travel Time	2		hillowing	er ngili	ughter to	2
	Total Hours:	24	2	1	16	2	45
ifonting	Direct Labor:	\$1,548. 72	\$119.94	\$50.03	\$772.32	\$46.22	\$2,537.23
Certified Overhead Rate (%) \$3,504.17						\$3,504.17	
Reimbursable Expenses:					\$100.00		
Subconsultants					\$5,850.00		
Profit:					\$1,000.00		







# SCHEDULE:

Execute Work Order:

• Provide Draft Avigation Easement:

• Finalize Avigation Easement:

July 2023

August 2023

September 2023

END OF SCOPE





# **AIRPORTS**

Dave Schuck 208-255-9179

AIRPORT ITEM #5

Meeting Date: October 24, 2023

# **MEMORANDUM**

To: Commissioners

Re: Ardurra Work Order SZT 23-001 Sandpoint Airport DBE Goals

**Description:** This Work Order defines the Disadvantaged Business Enterprise Goals Sandpoint Airport for the three year period 2024-2026 as required by FAA regulations:

<u>TASK 1 - PROJECT ADMINISTRATION AND MANAGEMENT Contract</u> Administration to include preparing Task Order Scope of Work and fee proposal for review by airport staff. Discuss and review comments with staff and revise accordingly. Submit draft scope of work to FAA for review and concurrence. Advise and coordinate with airport staff on administrative and management tasks. Project management and administration includes monthly cost accounting, invoicing, and monitoring project progress.

# TASK 2 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) 3-YEAR GOALS FY 24-26

1. DBE 3-Year Goals (FY22-24) - Develop DBE goals for FY 2022-2024. Determine market area. Research and compile documentation on DBE and total firms within the market area using U.S. Census data and the OMWBE directory. Calculate the DBE goals and develop a narrative summarizing the findings, using the FAA goal setting tool. Facilitate DBE outreach for the goal methodology and administer DBE goal consultation via Teams. Submit a draft of the 3-year DBE goals to the Owner for review, then submit via FAA Civil Rights Connect.

2. Make edits to the 3-year goals based on FAA comments, if necessary, and re-submit. One round of FAA comments is assumed.

I recommend entering into this work order with Ardurra.

Legal Review: \_\_\_\_X\_\_\_
Auditing Review: \_\_\_\_\_

Distribution: Original to BOCC Office; email copy to Airports – Dave Schuck; copy to Auditing

**A suggested motion would be:** Mr. Chairman based on the information before us I move that the County enter into this work order with Ardurra.

Recommendation Acceptance:	□ ves	□ no	Date:	
			Commissioner Luke Omodt, Chairman	



# WORK ORDER SZT 23-001 SANDPOINT AIRPORT (SZT) BONNER COUNTY, IDAHO DBE CONSULTATION AND GOAL SERVICES

This Work Order shall be attached to, made a part of, and incorporated by reference into a Professional Services Master Agreement between Bonner County, Idaho and Ardurra Group, Inc., dated July 12, 2023.

## SCOPE OF WORK

The Scope of Work, dated July 12, 2023, for this effort, is attached as Exhibit A. The document describes the anticipated work effort and schedule in detail.

# **FEES**

Fees for services provided under this Work Order have been determined and will be billed using method(s) listed below as defined in the Professional Services Master Agreement and as shown in Exhibit A:

A	Tasks 1-2 (Lump Sum)	\$2,500.00	
	Work Order Fee Total:	\$2,500.00	

Fees have been determined based on the Engineer's current certified hourly rates.

IN WITNESS WHEREOF, Owner and Engineer have made and executed this WORK ORDER SZT 23-001 as part of the Professional Services Master Agreement the day and year first above written.

FOR:	Bonner County, Idaho	FOR: Ar	durra ( o Allon W. Dall III
		Da	te: 2023.07.18 13:07:17-07'00'
Ву:	Steven Bradshaw	Ву:	Alton W. Dail III, P.E.
Title:	Chairman, Board of County Commissioners	Title	Project Manager
Date:		Date _	7/18/23





# Work Order SZT 23-001 Exhibit A – Scope of Work and Fee Sandpoint Airport, Bonner County, Idaho Disadvantaged Business Enterprise (DBE) 3-Year Goals

# INTRODUCTION

The Sandpoint Airport (SZT or Airport) is owned by Bonner County (County, Owner, or Sponsor), Idaho, located in North Idaho. The Airport is part of the National Plan of Integrated Airport Systems (NPIAS). This Scope of Work describes the professional services to be provided by the Ardurra Group, Inc. (Consultant) in support of the development of 3-year Disadvantaged Business Enterprise (DBE) goals. The Sponsor will develop 3-year DBE goals for Fiscal Years 2024 through 2026, for FAA Civil Rights Office Approval.

# SCOPE OF PROFESSIONAL SERVICES

The following outlines the Scope of Work and services to be provided as part of this Project.

Task 1 - Project Administration and Management

Task 2 – DBE 3-Year Goals (FY 24-26)

# TASK 1 - PROJECT ADMINISTRATION AND MANAGEMENT

Contract Administration to include preparing Task Order Scope of Work and fee proposal for review by airport staff. Discuss review comments with staff and revise accordingly. Submit draft scope of work to FAA for review and concurrence. Advise and coordinate with airport staff on administrative and management tasks. Project management and administration includes monthly cost accounting, invoicing, and monitoring project progress.

# TASK 2 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) 3-YEAR GOALS FY 24-26

- DBE 3-Year Goals (FY22-24) Develop DBE goals for FY 2022-2024. Determine market area.
  Research and compile documentation on DBE and total firms within the market area using U.S.
  Census data and the OMWBE directory. Calculate the DBE goals and develop a narrative summarizing the findings, using the FAA goal setting tool. Facilitate DBE outreach for the goal methodology and administer DBE goal consultation via Teams. Submit a draft of the 3-year DBE goals to the Owner for review, then submit via FAA Civil Rights Connect.
- 2. Make edits to the 3-year goals based on FAA comments, if necessary, and re-submit. One round of FAA comments is assumed.

### **EXCLUDED SERVICES**

The Owner and Consultant agree that the following items will be provided by the Owner and if added to the Consultant's work will be considered extra services:

- 1. Bonner County Staff to provide FY 24-26 CIP information to CONSULTANT.
- 2. Updates and/or revisions to DBE Program Plan.





# SERVICES PROVIDED BY OWNER

- 1. A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions. Owner's representative will attend meetings and teleconferences, as required.
- 2. Review draft documents from Consultant within a reasonable amount of time and provide review comments in writing.
- 3. Designate a DBE Liaison Officer (DBELO), if necessary.
- 4. Protection of Consultant supplied digital information or data, if any, from contamination, misuse, or changes.

### **DELIVERABLES**

1. 3-year DBE Goals in electronic format (.pdf).

# PERSONNEL HOUR ESTIMATE

DESCRIPTION	TOTAL	Principal	Project Manager	Aviation Planner	Admin
Certified Hourly Rate		\$64.53	\$59.97	\$50.03	\$23.11
Project Admin & Mgmt.	6	1	2	1	2
Prepare DBE Goals FY 24-26	13	0	1	12	0
Total Hours:	19	1	3	13	2
Direct Labor:	\$941.05	\$64.53	\$179.91	\$650.39	\$46.22
Certified Overhead Rate 1.3811%	\$1,299.68				
Reimbursable Expenses:	\$0.00				
	Certified Hourly Rate Project Admin & Mgmt. Prepare DBE Goals FY 24-26  Total Hours: Direct Labor: Certified Overhead Rate 1.3811%	Certified Hourly Rate Project Admin & Mgmt. 6 Prepare DBE Goals FY 24-26 13  Total Hours: 19 Direct Labor: \$941.05 Certified Overhead Rate 1.3811% \$1,299.68	Certified Hourly Rate       \$64.53         Project Admin & Mgmt.       6       1         Prepare DBE Goals FY 24-26       13       0         Total Hours:       19       1         Direct Labor:       \$941.05       \$64.53         Certified Overhead Rate 1.3811%       \$1,299.68	DESCRIPTION         TOTAL         Principal         Manager           Certified Hourly Rate         \$64.53         \$59.97           Project Admin & Mgmt.         6         1         2           Prepare DBE Goals FY 24-26         13         0         1           Total Hours:         19         1         3           Direct Labor:         \$941.05         \$64.53         \$179.91           Certified Overhead Rate 1.3811%         \$1,299.68	DESCRIPTION         TOTAL         Principal         Manager         Planner           Certified Hourly Rate         \$64.53         \$59.97         \$50.03           Project Admin & Mgmt.         6         1         2         1           Prepare DBE Goals FY 24-26         13         0         1         12           Total Hours:         19         1         3         13           Direct Labor:         \$941.05         \$64.53         \$179.91         \$650.39           Certified Overhead Rate 1.3811%         \$1,299.68

\$259.27

The second secon	
Total Work Order Fee:	\$2,500.00

# Schedule:

Facilitate DBE Outreach: July 6, 2023
 Provide Draft DBE Calculations for Public: July 10, 2023
 Finalize DBE Calculations based on Public Comment: August 1, 2023

Profit:

### End of Scope





Veronica Dixon <veronica.dixon@bonnercountyid.gov>

# **Agenda**

Asia Williams <asia.williams@bonnercountyid.gov>

Wed, Oct 18, 2023 at 8:05 AM

To: Alisa Schoeffel <alisar.schoeffel@bonnercountyid.gov>, Veronica Dixon <veronica.dixon@bonnercountyid.gov>

Please place an agenda item that shows action discussion decision regarding fairboard audit



Veronica Dixon <veronica.dixon@bonnercountyid.gov>

# **Agenda**

Asia Williams <asia.williams@bonnercountyid.gov> Wed, Oct 18, 2023 at 10:19 AM To: Alisa Schoeffel <alisar.schoeffel@bonnercountyid.gov>, Veronica Dixon <veronica.dixon@bonnercountyid.gov>

Please place an item on the agenda action discussion decision regarding property management