



# Bonner County

## Board of Commissioners

Luke Omodt

Steve Bradshaw

Asia Williams

**CONSENT  
AGENDA**

April 9, 2024

### Memorandum

To: Bonner County Commissioners

Re: Adopting the Order of the Agenda as Presented

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

Consent Agenda  
The Consent Agenda includes:

- CONSENT AGENDA – Action Item**
- 1) Bonner County Commissioners’ Minutes for April 2, 2024
  - 2) Catering Permits: Popeye’s Lounge, Priest River (3)

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

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



# Bonner County

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## Board of Commissioners

Luke Omodt

Steve Bradshaw

Asia Williams

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

April 2, 2024 – 9:00 A.M.

Bonner County Administration Building

1500 Hwy 2, First Floor Conference Room, Sandpoint, ID

On Tuesday, April 2, 2024, the Bonner County Commissioners met for their regularly scheduled meeting with Commissioners Omodt and Bradshaw were present. Commissioner Omodt called the meeting to order at 9:00 a.m. The Invocation was presented by Pastor Janine Sheperd and the Pledge of Allegiance followed.

Due to technology issues a recess was called by Commissioner Omodt. The clock was not working for the time, however per the recorded audio it was 9:03:52 a.m.

Reconvened at 9:07 a.m.

#### STANDING RULES

#### ADOPT ORDER OF THE AGENDA AS PRESENTED

Commissioner Bradshaw made a motion to adopt the order of the agenda as presented. Commissioner Williams seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

#### CONSENT AGENDA – Action Item

- 1) Bonner County Commissioners' Minutes for March 26, 2024
  - 2) Invoice Over 5K: Road & Bridge
  - 3) Human Resources Job Description Updates – Sheriff: Marine Sergeant, Sheriff's Labor Program
- Commissioner Williams made a motion to adopt the consent agenda as presented. Commissioner Bradshaw seconded the motion. Roll call vote: Commissioner Williams – Abstain, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

#### CLERK – Michael Rosedale

- 1) Action Item: Discussion/Decision Regarding FY24 Claims Batch #13 \$504,263.36 & Demands in Batch #13 \$507,687.09, **Totaling \$1,011,950.45**

Claims Batch #13	
General Fund	\$ 89,018.90
Road & Bridge	\$ 156,044.56
Airport	\$ 7,090.10
Elections	\$ 1,335.23

Drug Court	\$	1,220.09
District Court	\$	7,705.81
911 Fund	\$	1,964.57
Court Interlock	\$	12.33
Indigent & Charity	\$	856.56
Junior College Tuition	\$	61,281.00
Revaluation	\$	3,639.21
Solid Waste	\$	30,437.89
Tort	\$	19,271.50
Weeds	\$	167.33
Parks & Recreation	\$	97.05
Justice Fund	\$	86,424.43
Priest Lake Snowmobile	\$	6,609.81
East Bonner Snowmobile	\$	1,019.11
Waterways	\$	433.67
Grants	\$	11,124.71
Self-Insured Medical	\$	108.75
Northside Fire	\$	9,775.75
Spirit Lake Fire	\$	8,625.00
Total	\$	504,263.36
<b>Claims Batch #13</b>		
Demands	\$	507,687.09

Commissioner Omodt stepped down from the chair and made a motion to approve payment of the FY24 Claims and Demands in Batch #13, minus the Eide Bailey bill found on page 17, Totaling \$1,011,950.45, minus the \$2,250.00 for Eide Bailey. Commissioner Bradshaw seconded the motion. There was discussion among the Board, Clerk Rosedale, and Bill Wilson, Legal. Roll call vote: Commissioner Williams – No, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

2) Action Item: Discussion/Decision Regarding FY24 EMS Batch #13 \$8,925.32, Totaling \$8,925.32

<b>EMS Claims Batch #13</b>	
Ambulance District	\$ 8,925.32

Commissioner Bradshaw made a motion to approve payment of the FY24 EMS Claims Totaling \$8,925.32. Commissioner Williams seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

**PUBLIC COMMENT** \* Opened at 9:25 a.m.

John DuPree – Played a song written by his partner.

Dan Welle – Wanted to make a point and was not trying to harass, his intention is to prevent problems. Commented on the first amendment and how it relates to BC Revised Code 1-200B.

Dian Welle – Said she has seen two commissioners passing notes and so she would pass a note to Commissioner Williams. She wanted to know what the cost was for a citizen’s arrest and an IAC meeting in Boise. Commented on proper decorum then provided information on upcoming chats.

Dave Deal – Commented that for the past thirty years the commissioner’s jobs went well until recently when their jobs became a joke. This is a BC business meeting for BC business, and anything to do with the Constitution and free speech needs to be handled in Federal court not a BC business meeting. This is not a constitutional meeting but

a business meeting. He thanked the Chairman for trying to run the meeting like a business meeting and not a show. Dave Bowman – Corrected a comment made by Mr. Welle and commented on Ms. Welle’s comments regarding a hotel bill. Commented that the business of BC is to safeguard the health, safety, and welfare of BC citizens. Rick Cramer – Addressed Commissioner Omodt directly as he is sincerely offended by treatment of Commissioner Williams.

Brandon Cramer – Commented again on the Colburn SW project and wants it on next week’s agenda. Commented that he strongly does not like the online sign-up process, then noted that if there is a process it should be followed. Wants the draft meeting packet republished online.

Jennifer Cramer – Commented on the Sewell Engineering bill from the claims batch and objected to the refusal for discussion on the item.

Spencer Hutchings – Wanted to clarify that the first amendment is applicable to the meeting as many court cases have shown.

Kevin Moore – Commented on the rule of law. Wanted clarification the R&B Consent Agenda item as well as the Colburn project presented with the claims batch. Discussed culverts.

Commissioner Omodt recessed the meeting at 9:49 a.m. until the scheduled Executive Session.

Reconvened at 10:06 a.m.

**10:00 A.M. EXECUTIVE SESSION** – Human Resources *This item was removed at the request of the Clerk*

- 1) Executive Session under Idaho Code § 74-206 (1) (A) Hiring  
Action Item: Discussion/Decision Regarding Courts

**EXECUTIVE SESSION** – Road & Bridge

- 1) Per Idaho Code Idaho Code 74-206 (1) F Litigation  
Action Item: Discussion/Decision Regarding Potential Litigation

At 10:06 a.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 Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

Reconvened at 10:32 a.m.

Commissioner Bradshaw made a motion to proceed as discussed regarding the potential litigation. Commissioner Williams seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes.

The meeting was adjourned at 10:34 a.m.

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The following is a summary of the Board of County Commissioners Special Meetings, (including Tax Cancellations, Assistance Meetings/Admin and other) Executive Sessions, Emergency Meetings and Hearings held during the week of March 25, 2024 – April 1, 2024  
Copies of the complete meeting minutes are available upon request.

On Wednesday, March 27, 2024, a Planning Hearing was held pursuant to Idaho Code §74-204 (2). Commissioner Bradshaw made a motion to approve this project, FILE ZC0014-23, requesting a zone change from Rural-10 to Rural-5, 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: Conclusion 1-The proposal is in accord with the elements of the Bonner County Comprehensive Plan. Conclusion 2- This proposal was reviewed for compliance with Title 12, Bonner County Revised Code, and was found to be in



compliance. Conclusion 3-The proposal is in accord with the purpose of the Rural 5 zoning district, provided at Chapter 3, Title 12, Bonner County Revised Code. This decision is 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 the 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. Commissioner Omodt stepped down from the Chair and seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries. Commissioner Bradshaw 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 the Official Zoning Map of Bonner County by the reclassification of lands located in Section 32, Township 56 North, Range 5 West, Boise Meridian, Bonner County, Idaho from Rural-10 to Rural-5, and providing for an effective date. Commissioner Omodt stepped down from the Chair and seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries. Commissioner Bradshaw made a motion to approve this project, FILE ZC0013-23, requesting a zone change from Agricultural/Forestry 20 to Rural 5, 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: Conclusion 1-The proposal is in accord with the elements of the Bonner County Comprehensive Plan. 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. This decision is 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. Commissioner Omodt stepped down from the Chair and seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries. Commissioner Bradshaw 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 the Official Zoning Map of Bonner County by the classification of lands located in Section 12, Township 57 North, Range 3 West, Boise-Meridian to Rural 5, and providing for an effective date. Commissioner Omodt stepped down from the Chair and seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

On Thursday, March 28, 2024, a Bid Opening for Road & Bridge was held pursuant to Idaho Code §74-204 (2). Commissioner Omodt stepped down from the chair and made a motion to remand these bids over to Jason Topp, Director of Road & Bridge, for analysis and recommendation. Commissioner Bradshaw seconded the motion. Roll Call Vote: Commissioner Omodt – Yes. Commissioner Bradshaw – Yes. The motion passed.

On Monday, April 1, 2024, A Department Head Meeting was held pursuant to Idaho Code §74-204 (2).

On Monday, April 1, 2024, an Insurance Update was held pursuant to Idaho Code §74-204 (2).

ATTEST: Michael W. Rosedale

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

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

\_\_\_\_\_  
Date

# IDAHO ALCOHOL BEVERAGE CATERING PERMIT

BUSINESS NAME: POPEYE'S LOUNGE

TOTAL DAYS (Up to 3 days total): 1.  2.  3.

TOTAL FEES (\$20/day): \$20  \$40  \$60

FACILITY ADDRESS: 80 MAIN ST CITY: PRIEST RIVER COUNTY: BONNER

STATE OF IDAHO ALCOHOL BEVERAGE LICENSE NUMBER: 2492 PREMISE NUMBER: 7B-109

DATES PERMIT TO BE USED: FROM 05/25/2024 TO 05/25/2024 TIME: FROM 12:00 P M TO 10:00 P M.

LOCATION WHERE PERMIT WILL BE USED (ADDRESS & ROOM NUMBER): 101 MATHEWS RIDGE ROAD, PRIEST RIVER, ID 83856

TYPE OF EVENT: CELEBRATION OF LIFE EVENT NAME (IF APPLICABLE): \_\_\_\_\_

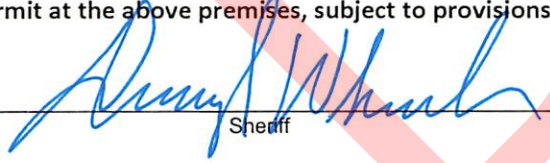
EVENT BEING HELD FOR (ORGANIZATION, GROUP, OR INDIVIDUAL NAME): SUSIE MATHEWS

ALCOHOL TO BE SERVED (Must match the State Liquor License):

Bottled/canned beer  Draft beer  Wine by the glass  Wine by the bottle  Liquor

\_\_\_\_\_  
Signature of Licensee

Unless licensee is disqualified, approval of this permit does certify that the licensee is entitled to hold and use this Idaho Alcohol Beverage Catering Permit at the above premises, subject to provisions of Title 23-1.C.

 or \_\_\_\_\_  
Sheriff Chief of Police  
\_\_\_\_\_  
Council or \_\_\_\_\_ or \_\_\_\_\_  
Board of Trustees Chairman County Commissioners

# IDAHO ALCOHOL BEVERAGE CATERING PERMIT

BUSINESS NAME: POPEYE'S LOUNGE

TOTAL DAYS (Up to 3 days total): 1.  2.  3.

TOTAL FEES (\$20/day): \$20  \$40  \$60

FACILITY ADDRESS: 80 MAIN ST CITY: PRIEST RIVER COUNTY: BONNER

STATE OF IDAHO ALCOHOL BEVERAGE LICENSE NUMBER: 2492 PREMISE NUMBER: 7B-109

DATES PERMIT TO BE USED: FROM 06/29/2024 TO 06/30/2024 TIME: FROM 10:00 A M TO 05:00 P M.

LOCATION WHERE PERMIT WILL BE USED (ADDRESS & ROOM NUMBER): 1007 SNOW VALLEY ROAD, PRIEST RIVER, ID 83856

TYPE OF EVENT: GARLIC FESTIVAL EVENT NAME (IF APPLICABLE): \_\_\_\_\_


EVENT BEING HELD FOR (ORGANIZATION, GROUP, OR INDIVIDUAL NAME): GARLIC FESTIVAL

ALCOHOL TO BE SERVED (Must match the State Liquor License):

Bottled/canned beer  Draft beer  Wine by the glass  Wine by the bottle  Liquor

\_\_\_\_\_  
Signature of Licensee

Unless licensee is disqualified, approval of this permit does certify that the licensee is entitled to hold and use this Idaho Alcohol Beverage Catering Permit at the above premises, subject to provisions of Title 23-1.C.

 or \_\_\_\_\_  
Sheriff Chief of Police

\_\_\_\_\_ or \_\_\_\_\_ or \_\_\_\_\_  
Council Board of Trustees Chairman County Commissioners

# IDAHO ALCOHOL BEVERAGE CATERING PERMIT

BUSINESS NAME: POPEYE'S LOUNGE

TOTAL DAYS (Up to 3 days total): 1.  2.  3.

TOTAL FEES (\$20/day): \$20  \$40  \$60

FACILITY ADDRESS: 80 MAIN ST CITY: PRIEST RIVER COUNTY: BONNER

STATE OF IDAHO ALCOHOL BEVERAGE LICENSE NUMBER: 2492 PREMISE NUMBER: 7B-109

DATES PERMIT TO BE USED: FROM 09/29/2024 TO 09/30/2024 TIME: FROM 10:00 A M TO 05:00 P M.

LOCATION WHERE PERMIT WILL BE USED (ADDRESS & ROOM NUMBER): 1007 SNOW VALLEY ROAD, PRIEST RIVER, ID 83856

TYPE OF EVENT: GARLIC FESTIVAL EVENT NAME (IF APPLICABLE): \_\_\_\_\_


EVENT BEING HELD FOR (ORGANIZATION, GROUP, OR INDIVIDUAL NAME): GARLIC FESTIVAL

ALCOHOL TO BE SERVED (Must match the State Liquor License):

Bottled/canned beer  Draft beer  Wine by the glass  Wine by the bottle  Liquor

\_\_\_\_\_  
Signature of Licensee

Unless licensee is disqualified, approval of this permit does certify that the licensee is entitled to hold and use this Idaho Alcohol Beverage Catering Permit at the above premises, subject to provisions of Title 23-1.C.

 or \_\_\_\_\_  
Sheriff Chief of Police

\_\_\_\_\_  
Council or Board of Trustees or Chairman County Commissioners





## Bonner County Planning Department

*"Protecting property rights and enhancing property value"*

1500 Highway 2, Suite 208, Sandpoint, Idaho 83864

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

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

April 2, 2024

### Memorandum

To: Board of County Commissioners

From: Tyson Lewis, Bonner County Planner II

Re: Final plat, SS0003-21 -Whiskey Jack Estates Phase I (Block 1, Lots 1-10)

Whiskey Jack Estates Phase I (Block 1, Lots 1-10) is a Short Plat dividing Lot 1 of Whiskey Jack Estates (as recorded in Book 15 of Plats, Page 51) into 10 residential lots. The property is zoned Recreation and meets the requirements of that zone. The property is served by Kootenai Ponderay Sewer District, Oden Water Association, Inc., and Avista Utilities. The property is accessed off Whiskey Jack Circle, a public right-of-way. The plat was approved by Bonner County on November 10, 2021. The platted lot is in a portion of Section 7, Township 57 North, Range 1 West, Boise Meridian, Bonner County, Idaho.

The engineered improvements were reviewed and approved by the Bonner County Engineering Department. The developer has provided a surety agreement and bond per Bonner County Revised Code BCRC12-644.C. The bond has been confirmed as 150% of the base costs for the proposed improvements.

The conditions of approval for SS0003-21 - Whiskey Jack Estates Phase I have been completed. Notes and easements required by plat approval are shown on the final plat.

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

Distribution: Tyson Lewis  
Jake Gabell  
Jenna Crone

(Recommendation)

Staff recommends that the Board approve the final plat of File #SS0003-21 - Whiskey Jack Estates Phase I, as presented.

**Consent Agenda/ Motion to Approve:** I move to approve this Project File SS0003-21: Whiskey Jack Estates Phase I, and authorize the chair to sign the final plat as presented.

Recommendation Acceptance: Yes No \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Luke Omodt, Chairman

**SURETY AGREEMENT**  
**BONNER COUNTY PLANNING DEPARTMENT FILE SS0003-21**

THIS SURETY AGREEMENT (the "Agreement") is made and entered into this 25th day of January, 2024 (the "Effective Date"), by and between Mort Construction, Inc., a duly formed Idaho Corporation in good standing with a principal place of business at 1950 W. Bellerive Lane, #107, Coeur d'Alene, ID 83814, hereinafter referred to as the "Applicant," and the Bonner County Commissioners, hereinafter referred to as the "County." The Applicant and the County may hereinafter be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, the Applicant is required to post security for the construction and/or installation of the following improvements (the "Improvements") by the laws of the State of Idaho, applicable ordinances of Bonner County, and conditions of the Preliminary Plat Approval (Planning File No. SS0003-21).

To confirm the required surety of \$343,749 (which equals 150% of the project engineer's estimated costs for completion of the Improvements), the Engineer's Opinion of Preliminary Project Costs, dated January 9, 2024, by project engineer Drew C. Dittman, estimating the cost of completing road, stormwater, sewer and water improvements, is attached hereto as Exhibit 1.

WHEREAS, the Improvements are to be constructed by the Applicant with regard to certain real property described, as follows:

That property depicted on preliminary plat SS0003-21 on file in the Bonner County Planning Department.

NOW THEREFORE, for the mutual promises and obligations made by the Parties herein, and for good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. The Applicant hereby covenants and agrees to post security in the amount of Three Hundred Forty-Three Thousand, Seven Hundred Forty-Nine Dollars (\$343,749.00) for construction and installation of the Improvements, and the County hereby agrees to accept said security, each in accordance with the terms and conditions of this Agreement.
2. The Applicant, simultaneously with the execution of this Agreement, does hereby deposit with the County Subdivision Bond No. 023226035 dated January 25, 2024, in the total amount of Three Hundred Forty-Three Thousand, Seven Hundred Forty-Nine Dollars (\$343,749.00), attached hereto as Exhibit 2, hereinafter referred to as the "Surety," as security for the complete performance, construction and installation of the above described improvements.
3. The Applicant shall complete construction and installation of the Improvements on or before (2) two years from the Effective Date of this Agreement, otherwise the Surety shall be immediately forfeited to the County, and the entire face amount of the Surety, Three Hundred Forty-Three

Thousand, Seven Hundred Forty-Nine Dollars (\$343,749.00), shall be immediately due and payable to the County, and said Surety may be drawn by the County to the full amount thereof.

4. The Surety shall be made in the name of the "Bonner County Commissioners," authorizing the Chair to sign for the release or modification thereof. The Surety shall be held by the Bonner County Treasurer.
5. There are no third-party beneficiaries to this Agreement.
6. If at any time during the term of this Agreement Ohio Casualty shall: a) lose its "A" rating from A. M. Best & Company; or b) become unable to meet its financial obligations as and when they become due and owing; or c) enter into any form of liquidation, receivership or bankruptcy proceeding, whether voluntary or involuntary; or d) cease to be licensed to do business in Idaho, Applicant shall within 10 business days inform the County in writing of said changes and shall immediately replace Subdivision Bond # 023226035 dated January 25, 2024 with a replacement bond which complies with Bonner County Ordinances.
7. In the event that the Applicant fails or refuses for any reason whatsoever to complete the Improvements on or before the date set forth in paragraph Number 3 hereof, the County shall have the right to cash or make demand for, and receive payment of the full face amount of the Surety, and to do so without any protest or recourse of any nature by the Applicant. Furthermore, should the County choose to complete the bonded Improvements (which decision is in the sole and exclusive discretion of the County) the County, its agents, contractors or designees shall have the right to enter the subject property as necessary to carry out the completion of the Improvements.
8. In case of default by the Applicant, the County shall have the option, in its sole and exclusive discretion, to complete the Improvements or not. If the County elects to complete the Improvements, and the total cost to the County of constructing the Improvements is less than the total amount of the Surety actually redeemed by the County in cleared funds, the difference between the actual cost to the County of constructing and installing the Improvements and the amount of the Surety actually redeemed by the County in cleared funds shall be paid to the Applicant, less an administrative and overhead charge by the County equal to twelve percent (12%) of the total cost to the County of constructing and installing the Improvements. However, if the County elects to complete the improvements, and the total cost to the County of constructing the Improvements is greater than the amount of the Surety actually redeemed by the County in cleared funds, then the Applicant hereby agrees to reimburse and hold harmless the County for any and all additional costs incurred by the County in constructing and installing the Improvements, together with an administrative and overhead charge by the County equal to twelve percent (12%) of the total cost to the County of constructing and installing the Improvements.
9. This Agreement shall be binding on all of the Applicant's successors in interest, and any such successor in interest must comply with all the obligations of this Agreement, including but not limited to the maintenance of a valid and enforceable surety bond as set forth herein.
10. Applicant shall notify the County in writing within ten (10) business days in the event that either the Applicant or the Surety issuer becomes insolvent, enters into receivership, involuntary bankruptcy, bankruptcy, defaults, or otherwise become unable to complete the bonded

infrastructure and/or honor Subdivision Bond # 023226035 dated January 25, 2024.

11. In the event the Applicant completes construction of the Improvements on or before the date set forth in paragraph Number 3 hereof, the Applicant shall maintain the Surety in full force and effect for one (1) year after the date of first acceptance of the completed work by the County upon receiving notice by the Bonner County Planning Department, pursuant to and under the direction of the County Commissioners, that the Improvements have been constructed and installed in accordance with all applicable plans, plats, specifications, regulations and other requirements, and that the Improvements have been approved by Bonner County (the "First Acceptance"). Within thirty (30) calendar days following the one year anniversary of the First Acceptance, the Bonner County Treasurer shall release the Surety to the Applicant. If construction and installation of the Improvements is not completed within one (1) year of the Effective Date of this Agreement, the Applicant shall provide a detailed status report to the County advising of construction and installation progress, and confirming that this Agreement and the surety bond posted in accordance herewith remain in full force and effect under the terms of this Agreement and the surety standards of Bonner County Revised Code 12-644(C).
12. The Surety warranting the construction and installation of the Improvements, and guaranteeing the repair of any defects in Improvements which occur within one year after First Acceptance of the completed Improvements by the Board, may or may not be reduced by the Board, in the Board's sole and exclusive discretion, by one-half (½) for that one year. This Agreement shall be valid for a period not to exceed two (2) calendar years from the date of First Approval. At any time prior to the expiration date of this Agreement, the Applicant may make a written request to the Planning Director for a single extension of this Agreement for a period not to exceed two (2) years. As a condition of granting such an extension, the County may require a revised estimate, at the Applicant's expense, to determine if the original amount of the Surety is sufficient to cover the cost of the construction or reconstruction of the Improvements, and shall have the authority to increase the amount of the Surety if the revised estimate supports such. The County may consider such request for extension at any regular business meeting. The extension request must be approved or denied by the County prior to the expiration date of this Agreement.
13. In the event that the Surety lapses, and/or Applicant fails to comply with the requirements of this Agreement and/or associated Bonner County Ordinances in effect at the time of the execution of this Agreement, Bonner County Planning Department shall file a petition for vacation of the approved plats supported by this Agreement, and the County may grant said vacations in accordance with Idaho Code Title 50, Chapter 13 "Plats and Vacations" and assess against the Surety and/or the Applicant any and all costs the County has incurred.
14. Applicant agrees to promptly reimburse all costs, including but not limited to attorneys' fees and costs, expert witness fees, court reporting fees, engineering fees, transportation costs, room and board of witnesses and attorneys, and/or Bonner County employees' time incurred by the County in order to enforce this Agreement, the performance of the Surety, and/or any litigation resulting from Applicant's and/or it's Surety's non-compliance with the terms of this Agreement.
15. Applicant agrees to indemnify, defend and hold harmless the County, in the first instance, from and against any claims, suits, and/or judgments issued by any court of competent jurisdiction related in any way to Applicant's failure to comply with this Agreement.

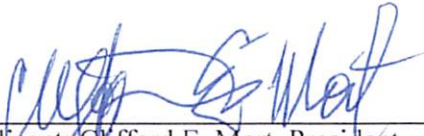


16. This Agreement shall be governed by and construed under Idaho law, except for Idaho choice of law provisions, which shall not apply. Any litigation involving any dispute arising under this Agreement shall be filed solely and exclusively in Bonner County District Court, to the exclusion of any other available forum. Applicant knowingly and expressly waives any and all defenses to the selected forum, including but not limited to personal jurisdiction and *forum non-conveniens*.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and date first written above.

APPLICANTS:

BONNER COUNTY:



Applicant: Clifford E. Mort, President  
Mort Construction, Inc.

Chairman of the Board of the County Commissioners

Applicant

ATTEST: Michael W. Rosedale, Clerk

By: Bonner County Deputy Clerk

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

Enclosed: Exhibit 1 – Engineer’s Estimate  
Exhibit 2 – Subdivision Bond



EXHIBIT 2

BOND NO. 023226035  
INITIAL PREMIUM: \$5,156.00  
SUBJECT TO RENEWAL.

**SUBDIVISION IMPROVEMENTS  
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Mort Construction Inc, as Principal,  
and The Ohio Casualty Insurance Company, a corporation organized and doing business under and by  
virtue of the laws of the State of New Hampshire and duly licensed to conduct a general surety business  
in the State of Idaho as Surety, are held and firmly bound unto  
Bonner County, 1500 Highway 2, Suite 101, Sandpoint, ID 83864  
as Obligees, in the sum of Three Hundred Forty-three Thousand Seven Hundred Forty-nine Dollars And Zero Cents  
( \$343,749.00 ), for which payment,  
well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement with said Obligees to:  
SS0003-21 Lot Development for Whiskey Jack Estates Phase 1

NOW THEREFORE, the condition of this obligation is such, that if the above Principal shall well and truly perform said agreement  
during the original term thereof, this obligation shall be void, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said  
Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Post Falls,  
Idaho, this 25th day of January, 2024.

“PRINCIPAL”

“SURETY”

Mort Construction Inc

The Ohio Casualty Insurance Company

Clifford Mort  
*Clifford Mort*

BY: Ryan Barnes  
Ryan Barnes Attorney-in-Fact







This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8202047-980324

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ryan Barnes, Angela M. Demming, James D. Dickinson, Lisa Dyer, Daniel Graisy, Keith Kline

all of the city of Post Falls state of ID each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed hereto this 3rd day of September, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 3rd day of September, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
National Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 26, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS: Section 12. Power of Attorney.**

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.**

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25 day of January, 2024.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



EXHIBIT 1

Project: Whiskey Jack Estates Phase I

Date: 1/9/2024

PERFORMANCE BOND ESTIMATE

SIZE	Description	Quantity	Units	Unit Price	Amount	% Complete	Total
	MOBILIZATION	1	LS	\$ 15,000.00	\$ 15,000.00	50%	\$ 7,500.00
					<b>Upfront Costs Subtotal:</b>	<b>\$ 15,000.00</b>	<b>\$ 7,500.00</b>
<b>Water Improvements</b>							
8"	C900 WATER MAIN	415	LF	\$ 50.00	\$ 20,750.00	0%	\$ 20,750.00
3/4"	DOMESTIC WATER SERVICE	10	EA	\$ 2,250.00	\$ 22,500.00	60%	\$ 9,000.00
	FIRE HYDRANT ASSEMBLY	1	EA	\$ 7,500.00	\$ 7,500.00	0%	\$ 7,500.00
					<b>Water Subtotal:</b>	<b>\$ 50,750.00</b>	<b>\$ 37,250.00</b>
<b>Sewer Improvements</b>							
2"	SCH 80 LOW PRESSURE SEWER MAIN	860	LF	\$ 35.00	\$ 30,100.00	50%	\$ 15,050.00
3"	SCH 80 LOW PRESSURE SEWER MAIN	400	LF	\$ 40.00	\$ 16,000.00	100%	\$ -
1.25"	PRESSURE SEWER SERVICE ASSY.	10	EA	\$ 750.00	\$ 7,500.00	60%	\$ 3,000.00
2"	PRESSURE SEWER CLEANOUT	1	EA	\$ 3,500.00	\$ 3,500.00	100%	\$ -
					<b>Sewer Subtotal:</b>	<b>\$ 57,100.00</b>	<b>\$ 18,050.00</b>
<b>Hard Surface Improvements</b>							
	2" HMA / 4" BASE	2,090	SY	\$ 27.40	\$ 57,266.00	0%	\$ 57,266.00
					<b>Hard Surface Subtotal:</b>	<b>\$ 57,266.00</b>	<b>\$ 57,266.00</b>
<b>Earthwork</b>							
	ROUGH GRADING (INCL. STRIPPING)	1	LS	\$ 30,000.00	\$ 30,000.00	0%	\$ 30,000.00
	BALLAST & FABRIC	1	LS	\$ 45,000.00	\$ 45,000.00	0%	\$ 45,000.00
					<b>Earthwork Subtotal:</b>	<b>\$ 75,000.00</b>	<b>\$ 75,000.00</b>
<b>Stormwater Improvements</b>							
12"	PVC STORM PIPE	215	LF	\$ 40.00	\$ 8,600.00	0%	\$ 8,600.00
	DETENTION POND	1	LS	\$ 15,000.00	\$ 15,000.00	0%	\$ 15,000.00
STD.	CATCH BASIN	2	EA	\$ 2,500.00	\$ 5,000.00	0%	\$ 5,000.00
					<b>Stormwater Subtotal:</b>	<b>\$ 28,600.00</b>	<b>\$ 28,600.00</b>
<b>Additional Items to be Bonded For</b>							
	Property Corner Monumentation	1	LS	\$ 4,500.00	\$ 4,500.00	0%	\$ 4,500.00
	Record Drawings	1	LS	\$ 2,000.00	\$ 2,000.00	50%	\$ 1,000.00
					<b>Misc Subtotal:</b>	<b>\$ 6,500.00</b>	<b>\$ 5,500.00</b>
					<b>Total COST</b>	<b>\$ 290,216.00</b>	

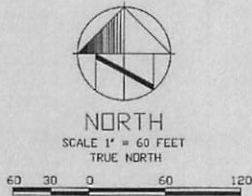
Total Amount Remaining: \$ 229,166.00  
 150% Bond Increase: \$ 114,583.00  
**Bond Amount: \$ 343,749.00**



# WHISKEY JACK ESTATES - PHASE I

A SHORT PLAT OF LOT 1 OF WHISKEY JACK ESTATES - BOOK 15 OF PLATS, PAGE 51

LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 57 NORTH, RANGE 1 WEST, BOISE MERIDIAN, BONNER COUNTY, IDAHO.



## NOTES

- 1.) WATER SERVICE FOR THESE LOTS WILL BE PROVIDED BY ODEN WATER ASSOCIATION.
- 2.) SEWAGE DISPOSAL FOR THESE LOTS WILL BE PROVIDED BY KOOTENAI PONDERAY SEWER DISTRICT.
- 3.) SOLID WASTE DISPOSAL SHALL BE THE RESPONSIBILITY OF THE LOT OWNER.
- 4.) WETLANDS ARE NOT PRESENT ON THE SUBJECT PROPERTY PER THE U.S. FISH AND WILDLIFE WETLAND INVENTORY MAPPING TOOL.
- 5.) THE PROPOSED LOTS ARE CATEGORIZED AS ZONE 'X' PER FEMA PANEL 16017C0750E, EFFECTIVE 11-18-2009.
- 6.) VARIATIONS IN LAND ELEVATIONS ARE NOT GREAT ENOUGH TO SHOW CONTOUR LINES. AVERAGE ELEVATION IS 2103 FEET, NAVD 1988 DATUM.
- 7.) INTENDED LAND USE IS RESIDENTIAL.

## SURVEY NARRATIVE

- 1.) THE PURPOSE OF THIS SURVEY IS TO PLAT TEN LOTS AND MALIBU WAY, AS SHOWN HEREON, IN ACCORDANCE WITH REQUIREMENTS OF BONNER COUNTY REVISED CODE.
- 2.) THE BOUNDARY OF THE PLAT SHOWN HEREON WAS PREVIOUSLY ESTABLISHED BY ME IN THE PLAT OF WHISKEY JACK ESTATES, AS RECORDED IN BOOK 15 OF PLATS, PAGE 51, RECORDS OF BONNER COUNTY, IDAHO.

## INTERIOR CORNER MONUMENTATION CERTIFICATION

INTERIOR MONUMENTS FOR THIS PLAT HAVE NOT BEEN SET. IN ACCORDANCE WITH IDAHO CODE TITLE 50, CHAPTER 13, 1331 - 1333, INTERIOR MONUMENTS SHALL BE SET IN ACCORDANCE WITH SECTION 50-1303, IDAHO CODE, ON OR BEFORE ONE CALENDAR YEAR FROM THE DATE THAT THIS PLAT IS RECORDED.

## FIRE STATEMENT

BASED ON RECENT TESTING PROVIDED BY NORTHSIDE FIRE DISTRICT, THE COMMUNITY WATER SYSTEM SERVING THIS SUBDIVISION IS CAPABLE OF PROVIDING THE NECESSARY FIRE FLOWS AS PRESCRIBED BY THE INTERNATIONAL FIRE CODE.

## PUBLIC ROAD NOTES

- 1.) MALIBU WAY IS HEREBY DEDICATED TO THE PUBLIC AS A PRIVATELY MAINTAINED PUBLIC ROAD AND WILL BE CONSTRUCTED TO THE PRIVATELY MAINTAINED PUBLIC ROADS COUNTY STANDARDS. IT HAS NOT BEEN CONSTRUCTED TO COUNTY STANDARDS FOR COUNTY MAINTENANCE. THESE ROADS SHALL BE MAINTAINED AT THE SOLE EXPENSE OF THE PROPERTY OWNERS UNTIL SUCH TIME AS IT IS IMPROVED TO COUNTY STANDARDS FOR PUBLIC MAINTENANCE AT THE PROPERTY OWNER'S SOLE EXPENSE, AT WHICH TIME IT MAY BE CONSIDERED FOR ACCEPTANCE INTO THE COUNTY MAINTENANCE SYSTEM BY THE BONNER COUNTY BOARD OF COMMISSIONERS.
- 2.) WHISKEY JACK CIRCLE AND OSPREY LANE ARE PRIVATELY MAINTAINED PUBLIC ROADS.

## LEGEND

- SET 5/8" X 30" LONG REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 6107", PLAT OF WHISKEY JACK ESTATES.
- SET 5/8" X 30" LONG REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 6107" IN THIS PLAT.
- MONUMENT TO BE SET PER INTERIOR CORNER MONUMENTATION CERTIFICATION NOTE ABOVE.

## CURVE TABLE

CURVE	BELTA	RADIUS	ARC LENGTH	CHORD	CHORD BEARING
C1	17°39'17"	250.00	77.03	76.73	N69°19'58"E
C2	11°21'53"	250.00	49.59	49.51	N83°50'34"E
C3	89°41'11"	20.00	31.41	31.41	S44°40'85"W
C4	89°49'33"	30.00	47.03	42.36	S42°04'27"E
C5	0°59'16"	6324.18	72.53	72.53	N0°36'18"W
C6	0°51'39"	6324.18	95.00	95.00	N0°09'15"E
C7	0°51'39"	6324.18	95.02	95.02	N1°00'54"E
C8	0°05'16"	6324.18	11.54	11.54	N1°29'50"E
C9	9°15'50"	430.00	69.53	69.45	N3°04'55"W
C10	101°40'42"	20.00	35.49	31.06	S51°00'01"E
C11	51°19'04"	20.00	17.91	17.38	S25°09'52"W
C12	81°36'27"	60.00	85.46	78.48	S10°21'10"W
C13	46°31'34"	60.00	48.72	47.39	S23°48'49"E
C14	64°19'42"	60.00	67.36	63.88	N70°51'35"E
C15	3°09'43"	20.00	1.10	1.10	N40°16'34"E

## LINE TABLE

LINE	DISTANCE	BEARING
L1	36.54	N60°30'01"E
L2	22.08	N82°44'18"W
L3	22.78	N0°55'50"W
L4	31.06	S41°50'05"W
L5	8.21	N0°09'40"W
L6	4.10	N0°09'40"W
L7	54.30	S89°59'13"E
L8	3.27	N0°09'40"W

## BASIS OF BEARING

THE BEARINGS SHOWN HEREON ARE BASED UPON THE PLAT OF WHISKEY JACK ESTATES, AS RECORDED IN BOOK 15 OF PLATS, PAGE 51, RECORDS OF BONNER COUNTY, IDAHO.

LANCE G. MILLER, P.L.S.  
PO BOX 2523  
SANDPOINT, ID 83864  
(208) 864-1533



WHISKEY JACK PHASE IV  
BOOK 4, PG. 197

WHISKEY JACK PHASE III - BLOCK 2  
BOOK 5 OF PLATS, PAGE 22



# WHISKEY JACK ESTATES - PHASE I

A SHORT PLAT OF LOT 1 OF WHISKEY JACK ESTATES - BOOK 15 OF PLATS, PAGE 51

LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 57 NORTH, RANGE 1 WEST,  
BOISE MERIDIAN, BONNER COUNTY, IDAHO.

## SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND IS BASED ON AN ACTUAL SURVEY AND A SUBDIVISION OF LAND LOCATED IN SECTION 7, T. 57 N., R. 1 W., B.M. BONNER COUNTY, IDAHO, THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN CORRECTLY THEREON AND THAT THE MONUMENTS HAVE BEEN PLACED AND ALL LOT AND BLOCK CORNERS PROPERLY SET AND THE SURVEY IS IN COMPLIANCE WITH ALL PROVISIONS OF APPLICABLE STATE LAWS AND LOCAL ORDINANCES.

DATED THIS 12TH DAY OF JULY, 2023.

*Anne G. Miller*  
LICENSED SURVEYOR



## COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT OF WHISKEY JACK ESTATES - PHASE I AND CHECKED THE PLAT AND COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE IDAHO STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
BONNER COUNTY SURVEYOR

## COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE REQUIRED TAXES ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN FULLY PAID UP TO AND INCLUDING THE YEAR 2023.

DATED THIS 7th DAY OF December, 2023.

*Christie Kates*  
BONNER COUNTY TREASURER

## PANHANDLE HEALTH DISTRICT - CERTIFICATE OF APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON THE DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED BY THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE. BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

DATE: 11/28/2023 HEALTH DISTRICT SIGNATURE: *T. Fred*

## COUNTY COMMISSIONERS' CERTIFICATE

THIS PLAT HAS BEEN APPROVED AND ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS' OF BONNER COUNTY, IDAHO.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS

## PLANNING DIRECTOR'S CERTIFICATE

THIS PLAT HAS BEEN EXAMINED AND APPROVED, DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
BONNER COUNTY PLANNING DIRECTOR

## AREA OF CITY IMPACT CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS REVIEWED FOR POTENTIAL IMPACT TO THE CITY OF KOOTENAI. EXAMINED THIS 16th DAY OF November, 2023.

*Mary Louise* Mayor for the City Council  
*Ronda Whitaker* City Clerk

## RECORDER'S CERTIFICATE

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF PLATS AT PAGE \_\_\_\_\_

AT THE REQUEST OF \_\_\_\_\_

\_\_\_\_\_  
BONNER COUNTY RECORDER

## OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT MORT CONSTRUCTION INC., AN IDAHO CORPORATION, IS THE RECORD OWNER OF THE REAL PROPERTY DESCRIBED HEREIN AND HAS CAUSED THE SAME TO BE PLATTED INTO LOTS AND PUBLIC RIGHT OF WAY, THE SAME TO BE KNOWN AS WHISKEY JACK ESTATES PHASE I, A SHORT PLAT OF LOT 1 OF WHISKEY JACK ESTATES, AS RECORDED IN BOOK 15 OF PLATS, PAGE 51, RECORDS OF BONNER COUNTY, IDAHO, LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 57 NORTH, RANGE 1 WEST, BOISE MERIDIAN, BONNER COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1 OF WHISKEY JACK ESTATES, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK 15 OF PLATS, PAGE 51, RECORDS OF BONNER COUNTY, IDAHO.

MALIBU WAY AS SHOWN HEREON IS HEREBY DEDICATED TO BONNER COUNTY AS PUBLIC RIGHT OF WAY.

*Clifford E. Mort*  
CLIFFORD E. MORT, PRESIDENT  
MORT CONSTRUCTION INC.  
AN IDAHO CORPORATION

## DOCUMENTS AND EASEMENTS OF RECORD

- 1.) COVENANTS, CONDITIONS, AND RESTRICTIONS, AND EASEMENTS, RECORDED IN INSTRUMENT NO. 143060, AND AMENDMENTS, SUPPLEMENTS, ANNEXATIONS OR MODIFICATIONS OF SAID COVENANTS, CONDITIONS, AND RESTRICTIONS, RECORDED IN INSTRUMENT NO. 145689, AND AMENDMENTS, SUPPLEMENTS, ANNEXATIONS OR MODIFICATIONS OF SAID COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED IN INSTRUMENT NO. 146965, IN RECORDS OF BONNER COUNTY, IDAHO.
- 2.) AN EASEMENT FOR PUBLIC UTILITIES, GRANTED TO GENERAL TELEPHONE COMPANY OF THE NORTHWEST, RECORDED IN INSTRUMENT NO. 421674, RECORDS OF BONNER COUNTY, IDAHO.
- 3.) TERMS AND PROVISIONS CONTAINED IN AN APPURTENANT DEDICATION OF COMMON BEACH, RECORDED INSTRUMENT NO. 442354, RECORDS OF BONNER COUNTY, IDAHO.
- 4.) COVENANTS, CONDITIONS, AND RESTRICTIONS, AND EASEMENTS, RECORDED IN INSTRUMENT NO. 442355, RECORDS OF BONNER COUNTY, IDAHO.
- 5.) COVENANTS, CONDITIONS, AND RESTRICTIONS, AND EASEMENTS, RECORDED IN INSTRUMENT NO. 442356, RECORDS OF BONNER COUNTY, IDAHO.
- 6.) TERMS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, AND OBLIGATIONS, IF ANY, CONTAINED IN WHISKEY JACK OWNER'S ASSOCIATION BYLAWS, RECORDED IN INSTRUMENT NO. 442357, AND AS AMENDED BY INSTRUMENT NO. 445886, RECORDS OF BONNER COUNTY, IDAHO.
- 7.) AN EASEMENT FOR PUBLIC UTILITIES, GRANTED TO AVISTA CORPORATION, RECORDED IN INSTRUMENT NO. 758733, RECORDS OF BONNER COUNTY, IDAHO.
- 8.) AN EASEMENT FOR PUBLIC UTILITIES, GRANTED TO AVISTA CORPORATION, RECORDED IN INSTRUMENT NO. 814913, RECORDS OF BONNER COUNTY, IDAHO.
- 9.) TERMS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, AND OBLIGATIONS, IF ANY, CONTAINED IN GRANT OF EASEMENT REGARDING A WATER SYSTEM AND APPURTENANCES, RECORDED IN INSTRUMENT NO. 851803, RECORDS OF BONNER COUNTY, IDAHO.
- 10.) EASEMENTS, RESERVATIONS, RESTRICTIONS, AND DEDICATIONS AS SHOWN ON THE OFFICIAL PLAT OF WHISKEY JACK ESTATES, RECORDED IN BOOK 15 OF PLATS, PAGE 51, RECORDS OF BONNER COUNTY, IDAHO.
- 11.) TERMS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, AND OBLIGATIONS, IF ANY, CONTAINED IN AN ACKNOWLEDGEMENT OF ASSIGNMENT OF SEVER CAPACITY, RECORDED IN INSTRUMENT NO. 978113, RECORDS OF BONNER COUNTY, IDAHO.

## ACKNOWLEDGEMENT

STATE OF IDAHO, COUNTY OF Bonner, SS.

ON THIS 12th DAY OF September, 2023, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED CLIFFORD E. MORT, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR AND ON BEHALF OF SAID CORPORATION AND THAT SUCH CORPORATION EXECUTED IT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

*Sia Eagle*  
NOTARY PUBLIC FOR IDAHO  
RESIDING IN Sandpoint  
MY COMMISSION EXPIRES: 12/27/2027





Alisa Schoeffel <alisar.schoeffel@bonnercountyid.gov>

# BOCC Memo for Short Plat SS0003-21 Whiskey Jack Estates Phase I and Surety Bond

1 message

**Tyson Lewis** <tyson.lewis@bonnercountyid.gov>

Wed, Mar 27, 2024 at 1:15 PM

To: Alisa Schoeffel <alisar.schoeffel@bonnercountyid.gov>, Jessi Reinbold <jessi.reinbold@bonnercountyid.gov>, Travis Haller <travis.haller@bonnercountyid.gov>, Jacob Gabell <jake.gabell@bonnercountyid.gov>, Bill Wilson <bill.wilson@bonnercountyid.gov>

Hello all,

Could you please agendaize the attached BOCC item for the April 9, 2024 business meeting? It is a dual item because it is a final plat and surety agreement/bond. Clorrisa has the surety and bond for commissioner signature in the treasury. I have attached the final mylar scan and surety scan if the commissioners want to review them. Bill Wilson has reviewed the surety and will sign it with the commissioners prior to recording.




Let me know if you need anything else.

Thank you,

**Tyson Lewis**

Planner II  
Monday, Tuesday, Thursday 9:00am-4:00pm  
Wednesday 12:00pm-4:00pm  
Planning Department Bonner County, ID  
(208) 265-1458

### 3 attachments

-  **SS0003-21 Mylar & Surety BOCC Memo.pdf**  
183K
-  **SS0003-21 Final Mylar Revised 3.19.24.pdf**  
8057K
-  **SS0003-21 Signed Surety & Bond.pdf**  
1507K





## Bonner County Planning Department

*"Protecting property rights and enhancing property value"*

1500 Highway 2, Suite 208, Sandpoint, Idaho 83864

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

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

April 2, 2024

### BOCC Memorandum

To: Board of County Commissioners

From: Tyson Lewis, Bonner County Planning

Re: SS0001-24 – A Short Plat of Clagstone 15 Estates (Lots 1-3), Final Plat

The above referenced plat is requesting to subdivide one (1) approximately 15.161-acre platted lot into three (3) platted lots, ranging in size from 5.01-acres to 5.136-acres in size. The property is zoned Rural 5 and is located off of United States Highway 95 in Section 24, Township 54 North, Range 5 West, Boise-Meridian, Idaho. The preliminary plat was approved by Bonner County on April 1, 2024.

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

Distribution: Jake Gabell  
Travis Haller  
Janna Berard

Staff recommends that the Board approve the final plat of File #SS0001-24 – A Short Plat of Clagstone 15 Estates, as presented.

**Motion to Approve:** I move to approve this Project File SS0001-24: A Short Plat of Clagstone 15 Estates and authorize the chair to sign the final plat as presented.

Recommendation Acceptance: Yes No

\_\_\_\_\_  
Commissioner Luke Omodt, Chairman, Board of County Commissioners

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





# Bonner County

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## Sheriff's Office

### MEMORANDUM

**Date:** April 9, 2024  
**To:** Commissioners  
**From:** Sheriff Daryl Wheeler

**Re:** Idaho Department of Parks and Recreation Recreational Boating Safety Grant Agreement

**Description:**

The Idaho Department of Parks and Recreation (IDPR) provides assistance to counties through the Recreational Boating Safety (RBS) program. Funds are intended to assist in safety programs and enforcement of the Safe Boating Act. The Bonner County Sheriff's Office has been allotted \$106,582.00 in RBS funding for Federal Fiscal Year 2024. The IDPR requires a 50% match, which equates to \$53,291.00 drawn from the Marine Vessel account. Expenses related to this grant must be incurred between October 1, 2023 and September 30, 2024.

**Review:** Auditor's Office  
Legal

*[Signature]*  
*[Signature]*

**Distribution:** Original to BOCC  
Original Letter of Commitment and copy of memo to Sheriff's Office  
Copy to Auditor's Office

**A suggested motion would be:** Mr. Chairman, based on the information before us, I move to approve and sign the Recreational Boating Safety grant agreement to the Bonner County Sheriff's Office in the amount of \$106,582.00 and approve the county's match of \$53,291.00 from the Marine Vessel accounts.

Recommendation Acceptance:  Yes  No \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Luke Omodt, Chairman

**AGREEMENT BETWEEN  
IDAHO DEPARTMENT OF PARKS AND RECREATION  
AND  
BONNER COUNTY**

The Idaho Department of Parks and Recreation (DEPARTMENT), in its administration of Idaho's available Recreation Boating Safety Grant monies, agrees to provide assistance to Bonner County (APPLICANT), to help accomplish the State of Idaho Recreational Boating Safety Program goals and enforce the Idaho Safe Boating Act (Title 67, Chapter 70, Idaho Code, as revised):

- A. **Purpose of Assistance.** The purpose of this assistance is to encourage greater participation and uniformity in boating safety, particularly to permit the APPLICANT to assume the greater share of boating safety education, assistance, enforcement activities, and to assist the APPLICANT in developing, carrying out, and financing a County Recreational Boating Safety Program. This assistance is purely to be used as an enhancement to this program and will not be used to replace local/state funding.
- B. **Program.** The APPLICANT agrees to undertake and complete the recreational boating safety actions proposed in this Agreement in accordance with the assurances section and applicable laws and regulations, which are not limited to, but include, the Idaho Safe Boating Act (Title 67, Chapter 70, Idaho Code, as revised), all applicable regulations of the United States Coast Guard, including but not limited to 33 C.F.R. part 100, 2 C.F.R part 200, and the terms and conditions of the Federal/State Recreational Boating Safety Cooperative Agreement, a copy of which is attached to this Agreement.
- C. **Allocation.** To assist the APPLICANT in financing its recreational boating safety program, the DEPARTMENT agrees to allocate to the APPLICANT a Boat Safety Grant not to exceed \$106582. This Agreement will be in full force and in effect during Federal Fiscal Year 2024 (October 1, 2023 – September 30, 2024), except for those requirements specified in IDAPA 26 Title 01 Chapter 31, that apply for the life of the project. The DEPARTMENT reserves the right to reduce this grant allocation if funding from the U.S. Coast Guard is not authorized for the entire fiscal year.

Allocated funds will not be sent to the APPLICANT until the APPLICANT requests them to be sent, but the funds must be received and expended by the APPLICANT no later than September 30 of each year. If such funds are not expended and received by the APPLICANT within this period, then the grant will be revoked by the DEPARTMENT and the APPLICANT will relinquish all rights to any funds received but not expended.

Except as herein provided, allocated funds will be sent to the APPLICANT only on a reimbursable basis. An advance disbursement of funds may be made prior to the actual

expenditure of the funds only if substantiating evidence is provided in writing to the DEPARTMENT showing that such need exists and if approved by the DEPARTMENT.

Upon completion of the expenditure of the grant funds as herein specified, and upon request from the DEPARTMENT, the APPLICANT shall submit copies of all vouchers, cancelled checks, invoices, and other required billing forms and documents that demonstrate the satisfactory expenditure of the grant monies. If it is discovered that the actual costs were less than the grant amount, then the difference must be immediately returned by the APPLICANT.

D. **Assurances.** The APPLICANT hereby certifies that it will comply with the regulations (including IDAPA 26, Title 1, Chapter 31), policies, guidelines, and requirements that relate to this Agreement, and the use of these funds, for this federal/state-assisted project. Also, the APPLICANT certifies to the DEPARTMENT that:

1. Sufficient matching amounts are available and will be expended for boating safety purposes from county funds generated by the sale of state boat registrations (Sec. 67-7008, Idaho Code) or State Waterways Improvement Funds (Sec. 57-1501, Idaho Code).
  - a) Federal funds received will be used to develop and administer a county recreational boating safety program.
  - b) Only county funds generated by the sale of state boat licenses or Waterways Improvement Funds (boating safety projects) will constitute an APPLICANT's matching share. The APPLICANT will not use other federal funds to calculate or provide its matching share except as herein provided.
  - c) The APPLICANT's matching share will be at least one-half of the total county grant allocation unless specific approval for a lesser APPLICANT matching share has been given by the DEPARTMENT.
2. The APPLICANT shall use this financial assistance purely as an enhancement to its Boating Safety Program, and will not use these grant funds to replace the APPLICANT's funds (referred to in D.1. above) typically expended by the county in recent years.
3. Single units of equipment, with a current fair market value of one thousand dollars (\$1,000) or more, as determined by the DEPARTMENT, or any facilities purchased by the APPLICANT using these grant funds, may not be converted for other uses unless authorized under IDAPA 26, Title 01, Chapter 31.
4. Single units of equipment, with a current fair market value of one thousand dollars (\$1,000) or more, as determined by the DEPARTMENT, which are purchased wholly with Boat Safety Grant monies shall remain the property of the DEPARTMENT to be used by the APPLICANT for appropriate purposes. If the equipment is being underutilized, misused, or used for purposes other than the original grant purposes, it may be reclaimed by the

DEPARTMENT upon thirty (30) days written notice. Determination will be made on reclaiming the equipment by the DEPARTMENT.

a) The APPLICANT shall bear the full responsibility for damage or destruction to project facilities and equipment through their own means or applicable insurance.

5. Single units of equipment, with a current fair market value of one thousand (\$1,000) or more, as determined by the DEPARTMENT, which are purchased only partially (less than 100%) with Boat Safety Grant monies shall become the property of the APPLICANT. However, should the APPLICANT decide to convert such equipment, the conversion shall comply with the provisions of IDAPA 26, Title 1, Chapter 31, and the DEPARTMENT and the U.S. Coast Guard, where applicable, shall retain a contingent interest or partial ownership in such equipment as determined by the DEPARTMENT and the U.S. Coast Guard pursuant to applicable federal laws and regulations.

6. Single units of equipment, with the current fair market value of less than one thousand dollars (\$1,000), as determined by the DEPARTMENT, which are purchased either partially or wholly with Boat Safety Grant monies shall become the property of the APPLICANT.

7. The APPLICANT assures that facilities and equipment purchased with these grant funds shall be maintained and operated in the condition equivalent to that existing when the item was funded by these grant funds, normal wear and tear excepted. Maintenance standards shall be adopted by the APPLICANT during the application phase of the grant and are a term of this Agreement.

8. The APPLICANT assures that all costs incurred on a project will have prior approval from the DEPARTMENT and will be accountable before and after payment is made. The APPLICANT will give the DEPARTMENT or its authorized representative the access to and the right to examine all records, books, papers, or documents related to these grant funds should the DEPARTMENT consider it necessary.

9. The APPLICANT has a recreational boating safety program which includes:

a) For those counties with regularly boated or boating accident-prone waters, either power boated, sailed, or floated (including rivers), there should exist sufficient patrol and other enforcement/education activity to ensure adequate compliance with applicable state boating laws, rules, and regulations.

b) For all APPLICANTS:



- i) All reportable boat accidents as defined by Sec. 67-7027 Idaho Code that are reported to the APPLICANT shall be properly investigated and recorded. A copy of the report shall be submitted in writing to the DEPARTMENT or entered into the Coast Guard Boat Accident Report Database (BARD), as required under Sec. 67-7027 (3)(b), Idaho Code. The report shall be sent to the DEPARTMENT or entered into BARD within 30 days of the date of the accident. If there are extenuating circumstances (i.e. the investigation is still under investigation) then all readily available information shall be completed on the report or entered into BARD with a full explanation regarding the ongoing investigation. Upon conclusion of the investigation the accident report shall be updated and immediately sent to the DEPARTMENT or entered into BARD. If the operator in the reported boat accident is killed then a blood sample shall be taken as required by Sec. 67-7036, Idaho Code.
- ii) Procedures for authorizing, recording, and reporting all boating regattas, races, tournaments, and exhibitions as required in Sec. 67-7030, Idaho Code, and ensuring that a copy of each submitted marine event permit application is kept on file with the county.
- iii) The development and implementation of a Recreational Boating Safety Education Program which meets or exceeds the following requirements:
- a. That instruction in boating safety be made available to current and potential boaters within the county (i.e., school students, public lectures/courses, shows and special events, etc).
  - b. That the most current boating safety education literature printed by the DEPARTMENT will be made available to the public at key contact points and be distributed to the public upon request.
  - c. That the county sheriff's department instruct at least one "Boat Idaho" public boating safety course or one "Paddle Sports" course during the federal fiscal year. Each county shall have at least one DEPARTMENT trained boating safety instructor.
  - d. The county sheriff's department will also provide public awareness through at least one other means such as a media contact promoting boating safety, on-the-water events, boat safety inspection day and displays at safety fairs, boat shows, scout events, hunter's safety education, or other boat safety related event, during the federal fiscal year.

- iv) Procedures and preparedness to conduct water-based search and rescue including proper training, equipment, and Standard Operation Procedures to guide the efforts.
  - v) Procedures for recording and reporting certain APPLICANT boating-related expenditures are as follows:
    - a An annual financial report of the county's Federal Fiscal Year boating-related expenditures will be submitted to the DEPARTMENT no later than December 31 of each year. It will divide the county's boating related expenditures into the groups of:
      - ◆ County Boating Safety expenditures (only those monies acquired from the sale of state boat registrations (Sec. 67-7008, Idaho Code));
      - ◆ Boat Safety Grant expenditures; and
      - ◆ State Waterways Improvement Fund expenditures.
    - vi) Implement a Personal Floatation Device (PFD) wear policy that requires all marine deputies to wear a PFD at all times while on duty during on-the-water operations. A copy of this policy will be provided to the DEPARTMENT upon request.
10. The APPLICANT will enter all law enforcement activities performed during the federal fiscal year into the Marine Law Enforcement Database created and maintained by the Idaho Department of Parks and Recreation. Data must be entered on at least a monthly basis. All data for the federal fiscal year must be entered no later than October 15 of each year to be eligible for boat safety grant funds in the following grant cycle.
  11. The APPLICANT will comply with all applicable local and state laws, including, but not limited to, purchase and bidding requirements, and project construction or development permit requirements.
  12. The APPLICANT will comply with all applicable federal laws, including, but not limited to, Title VI of the Civil Rights Act of 1964, Title II and Title IV of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, the Hatch Act, and the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
  13. To the extent allowable by law, the APPLICANT assumes all project liability and agrees to defend, indemnify and hold harmless the DEPARTMENT, except for the conduct of the

DEPARTMENT or any of its employees in the performance of any projects under the terms of this Agreement. Where the DEPARTMENT'S sole involvement in a project is the granting of funds, such is not considered "performance" and is not sufficient to incur liability on the part of the DEPARTMENT.

14.

- a) The APPLICANT shall be obligated to complete all elements of a project as described on the approved grant application and this Agreement Form.
- b) The APPLICANT shall manage the project as specified in the grant application and this agreement.
- c) Failure by the APPLICANT to comply with such terms and obligations shall result in the immediate revocation of the approved grant or will constitute a conversion pursuant to IDAPA 26, Title 01, Chapter 31, as applicable.



**IN WITNESS THEREOF**, the parties have executed this Memorandum of Understanding following their respective signatures.

**Idaho Department of Parks and Recreation**

\_\_\_\_\_  
Susan E. Buxton, Director

\_\_\_\_\_  
Date

**Board of County Commissioners**

\_\_\_\_\_  
County Commission, Chairman

\_\_\_\_\_  
Date

**County Sheriff's Office**

\_\_\_\_\_  
Sheriff

\_\_\_\_\_  
Date

<b>For IDPR Use Only</b>	
_____	
<b>Idaho Department of Parks and Recreation</b>	<b>Date</b>

RBS Sub-Grant Formula Federal Fiscal Year 2024															
	Boatable Acres			Registrations			Performance					FEDERAL ALLOCATION	* MINIMUM REQUIRED MATCH (50%)		
				(2023 Primary as of 1/3/24)			Insp	OUI	Cite	Student	Total				
Ada Co.	4,521.00	0.7917%	\$2,243	6,857	8.5470%	\$24,216	529	1	9	34	573	2.2425%	\$6,354	\$32,813	\$16,407
Adams Co.	5,196.00	0.9099%	\$2,578	507	0.6320%	\$1,791	183	0	0	0	183	0.7162%	\$2,029	\$6,398	\$3,199
Bear Lake Co.	41,210.00	7.2169%	\$20,448	864	1.0769%	\$3,051	31	0	4	29	64	0.2505%	\$710	\$24,209	\$12,104
Benewah Co.	4,562.00	0.7989%	\$2,264	1,271	1.5843%	\$4,489	163	0	0	0	163	0.6379%	\$1,807	\$8,560	\$4,280
Bingham Co.	18,331.00	3.2102%	\$9,096	1,156	1.4409%	\$4,083	279	0	4	19	302	1.1819%	\$3,349	\$16,527	\$8,263
Blaine Co.	15,116.00	2.6472%	\$7,500	727	0.9062%	\$2,568	30	0	0	1	31	0.1213%	\$344	\$10,412	\$5,206
Boise Co.	3,401.00	0.5956%	\$1,688	1,287	1.6042%	\$4,545	299	0	0	104	403	1.5772%	\$4,469	\$10,701	\$5,351
Bonner Co.	119,904.00	20.9981%	\$59,495	10,460	13.0380%	\$36,941	813	1	80	21	915	3.5809%	\$10,146	\$106,582	\$53,291
Bonneville Co.	37,912.00	6.6393%	\$18,811	4,063	5.0644%	\$14,349	1,350	0	0	170	1,520	5.9487%	\$16,855	\$50,015	\$25,008
Boundary Co.	5,791.00	1.0141%	\$2,873	966	1.2041%	\$3,412	0	0	0	2	2	0.0078%	\$22	\$6,307	\$3,154
Canyon Co.	13,499.00	2.3640%	\$6,698	4,280	5.3349%	\$15,115	2,514	1	2	100	2,617	10.2419%	\$29,019	\$50,832	\$25,416
Caribou Co.	26,566.00	4.6524%	\$13,182	490	0.6108%	\$1,731	136	0	2	43	181	0.7084%	\$2,007	\$16,919	\$8,460
Cassia Co.	15,226.00	2.6664%	\$7,555	1,279	1.5942%	\$4,517	215	1	2	16	234	0.9158%	\$2,595	\$14,667	\$7,333
Clearwater Co.	17,587.00	3.0799%	\$8,726	1,909	2.3795%	\$6,742	1,998	0	131	259	2,388	9.3456%	\$26,479	\$41,948	\$20,974
Custer Co.	5,217.00	0.9136%	\$2,589	410	0.5110%	\$1,448	318	0	203	3	524	2.0507%	\$5,810	\$9,847	\$4,923
Elmore Co.	21,018.00	3.6808%	\$10,429	2,166	2.6998%	\$7,650	821	0	25	10	856	3.3500%	\$9,492	\$27,570	\$13,785
Fremont Co.	22,077.00	3.8662%	\$10,954	589	0.7342%	\$2,080	557	0	5	11	573	2.2425%	\$6,354	\$19,388	\$9,694
Gem Co.	2,069.00	0.3623%	\$1,027	1025	1.2776%	\$3,620	899	0	17	117	1,033	4.0427%	\$11,454	\$16,101	\$8,050
Gooding Co.	3,502.00	0.6133%	\$1,738	602	0.7504%	\$2,126	90	0	0	0	90	0.3522%	\$998	\$4,862	\$2,431
Idaho Co.	10,109.00	1.7703%	\$5,016	875	1.0907%	\$3,090	95	0	0	62	157	0.6144%	\$1,741	\$9,847	\$4,924
Jefferson Co.	7,764.00	1.3597%	\$3,852	691	0.8613%	\$2,440	64	0	4	6	74	0.2896%	\$821	\$7,113	\$3,557
Jerome Co.	2,033.00	0.3560%	\$1,009	449	0.5597%	\$1,586	111	0	0	4	115	0.4501%	\$1,275	\$3,870	\$1,935
Kootenai Co.	43,842.00	7.6778%	\$21,754	21,446	26.7316%	\$75,740	4,160	62	236	84	4,542	17.7755%	\$50,364	\$147,857	\$73,929
Lemhi Co.	2,850.00	0.4991%	\$1,414	214	0.2667%	\$756	0	0	0	2	2	0.0078%	\$22	\$2,192	\$1,096
Minidoka Co.	4,283.00	0.7501%	\$2,125	847	1.0558%	\$2,991	838	0	10	176	1,024	4.0075%	\$11,355	\$16,471	\$8,236
Nez Perce Co.	4,767.00	0.8348%	\$2,365	3,015	3.7581%	\$10,648	679	0	23	30	732	2.8647%	\$8,117	\$21,130	\$10,565
Owyhee Co.	26,568.00	4.6527%	\$13,183	1,254	1.5631%	\$4,429	570	0	0	0	570	2.2307%	\$6,320	\$23,932	\$11,966
Payette Co.	1,584.00	0.2774%	\$786	916	1.1418%	\$3,235	1	0	0	3	4	0.0157%	\$44	\$4,065	\$2,033
Power Co.	24,731.00	4.3310%	\$12,271	1,033	1.2876%	\$3,648	66	0	2	7	75	0.2935%	\$832	\$16,751	\$8,376
Twin Falls Co.	8,935.00	1.5647%	\$4,433	2,781	3.4664%	\$9,822	2,588	1	161	596	3,346	13.0949%	\$37,102	\$51,357	\$25,679
Valley Co.	39,445.00	6.9078%	\$19,572	4,679	5.8322%	\$16,525	1,591	0	58	3	1,652	6.4652%	\$18,318	\$54,415	\$27,207
Washington Co.	11,406.00	1.9975%	\$5,660	1,119	1.3948%	\$3,952	598	0	9	0	607	2.3755%	\$6,731	\$16,342	\$8,171
	571,022.00	100.0000%	\$283,333.33	80,227	100.0000%	\$283,333.33	22,586	67	987	1,912	25,552	100.0000%	\$283,333.33	\$850,000	\$425,000.00

**\$850 K = current allotment for counties**

\* match money must come from County Vessel Accounts

NOTE: parking, MIPs, Invasive Species Stickers and "other" citations are not used in calculation of cites for the performance criteria





# Pavement Markings 2024 - Bid Submittal Form

Bidder Name (Print): Kecia Washburn

Title: CFO

Bidder Signature: *Kecia Washburn*

Date: 3/28/24

Bidder Company: Road Products LLC

By submitting this bid, I acknowledge the attached road striping list which details the specific roads and locations for striping, railroad crossbucks, and crosswalks to be applied in accordance with the attached specifications.

Item	Quantity	Unit	Unit Cost	Price
Yellow Dashed Centerline	106546	Feet	0.08	8,523.68
Yellow Pass One-Way Centerline	66937	Feet	0.20	13,387.40
Yellow Double Yellow Centerline	267074	Feet	0.27	72,109.98
8" White Bike Lane Stripe	2600	Feet	0.27	702.00
Bike Lane symbols	12	Each	75.00	900.00
Painted Turn Lane Bays	3	Each	1,000.00	3,000.00
Dufort Intersection Layout - Thermoplastic	1	LS	4,500.00	4,500.00
Railroad Crossbuck - Thermoplastic	21	Each	1,500.00	31,500.00
Crosswalk - Thermoplastic	0	Each		0

Total Bid: 134,623.06

Total bid in words: One hundred thirty four thousand, six hundred twenty three dollars and 08/100

Addendum Acknowledgement (if applicable) None

# Pavement Markings 2024 - Bid Submittal Form

Bidder Name (Print): Eric Craig  
 Title: Superintendent

Bidder Signature: *Eric M. Craig* Date: 3/26/2024

Bidder Company: Stripe Rite, Inc.

By submitting this bid, I acknowledge the attached road striping list which details the specific roads and locations for striping, railroad crossbucks, and crosswalks to be applied in accordance with the attached specifications.

Item	Quantity	Unit	Unit Cost	Price
Yellow Dashed Centerline	106546	Feet	\$0.15	\$15,981.90
Yellow Pass One-Way Centerline	66937	Feet	\$0.16	\$10,709.92
Yellow Double Yellow Centerline	267074	Feet	\$0.20	\$53,414.80
8" White Bike Lane Stripe	2600	Feet	\$0.20	\$520.00
Bike Lane symbols	12	Each	\$45.00	\$540.00
Painted Turn Lane Bays	3	Each	\$375.00	\$1,125.00
Dufort Intersection Layout - Thermoplastic	1	LS	\$7,035.00	\$7,035.00
Railroad Crossbuck - Thermoplastic	21	Each	\$2,235.00	\$46,935.00
<del>Crosswalk - Thermoplastic</del>	0	Each	0	0

Total Bid: \$136,261.62

Total bid in words: \_\_\_\_\_

Addendum Acknowledgement (if applicable) \_\_\_\_\_

\_\_\_\_\_



# Bonner County Road & Bridge Department

1500 Highway 2, Suite 101 ~ Sandpoint, Idaho 83864-1303

Phone (208) 255-5681 ~ Fax (208) 263-9469 ~ [www.bonnercountyid.gov](http://www.bonnercountyid.gov)

## Bonner County Master Contract for Public Work Roadway Pavement Markings 2024

This Agreement is made and entered into this 9th Day of April, 2024, by and between Bonner County, whose address is 1500 Hwy 2, Sandpoint ID 83864, hereinafter called the “owner,” and Road Products LLC, whose address is 9915 E Trent Ave, Spokane Valley WA 99206, hereinafter called the “contractor.”

### I. GENERAL PROVISIONS

#### A. THE CONTRACT

**This Contract Document is the governing contract instrument. The terms of this document control over any inconsistent provisions in any other documents approved as part of this project.** The contract may be amended or modified only by a written modification. This contract includes all bid documents provided by Bonner County to Contractor.

#### B. THE WORK

1. Term “Work” means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided by the Contractor to fulfill the Contractor’s obligation to perform the service of painting centerline striping, turn lanes, and other pavement markings on Bonner County roads according to the bid specifications.
2. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor.

### II. OWNER

#### A. INFORMATION AND SERVICES REQUIRED OF THE OWNER

Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.



## **B. OWNERS RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work which is not in accordance with the Drawings and Specifications, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

## **C. OWNERS RIGHT TO CARRY OUT THE WORK**

1. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to correct such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, a Change Order shall be issued, deducting the cost of correction from payments due the Contractor.
2. The Contractor shall not (by contract, operation of law or otherwise) assign this Contract or any right or interest in the Contract, or delegate performance of any of its duties or obligations under this Contract, without the prior written consent of the Owner. Any such assignment or delegation without the Owner's prior written consent shall be void at the Owner's option. Subject to the foregoing restriction on assignment and delegation by the Contractor, this Contract shall be fully binding upon and enforceable by Contractor, Owner and their respective successors, assignees and legal representatives.

## **D. OWNERS RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

1. The Owner reserves the right to perform construction or operations related to the project with the Owner's own forces, and to award separate contracts in connection with other portions of the project.
2. The Contractor shall coordinate and cooperate with any separate contractor employed by the Owner.
3. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible thereof.

## **III. CONTRACTOR**

### **A. EXECUTION OF THE CONTRACT**

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the work is to be performed and correlated personal observations with requirements of the Contract Documents. The Contractor also agrees to provide and adhere to a work schedule that is agreed upon by the Owner. The work schedule can only be altered with the written approval of the Owner.

## **B. REVIEW OF THE CONTRACT DOCUMENTS AND FIELD CONDITIONS BY THE CONTRACTOR**

The Contractor shall carefully study and compare the Contract Documents with information furnished by the Owner. Before commencing with activities, the Contractor shall: (1) take field measurements and verify field condition; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Owner.

## **C. SUPERVISION AND CONSTRUCTION PROCEDURES**

The Contractor shall, consistent with the promise that work be performed in a skillful and workmanlike manner, supervise and direct work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, and procedures, and for coordinating all portions of the Work in accordance with the Contract Documents.

## **D. LABOR AND MATERIALS**

1. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, incidental materials, equipment, tools, utilities, transportation, disposal of waste and tear-off materials and other facilities and services necessary for proper execution and completion of the Work.
2. The Contractor shall deliver, handle, store and install all materials in accordance with manufacturer's instructions.
3. The Contractor will protect all materials stored on site from damage caused by natural occurrences.
4. The Contractor will not store any materials on site in a way that may cause damage to property of the Owner or harm to occupants of the building.

## **E. WARRANTY**

The Contractor warrants to the Owner that: (1) materials and equipment furnished under the contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

## **F. TAXES**

The Contractor shall pay sales taxes that are legally required when the Contract is executed.

## G. PERMITS, FEES, AND NOTICES

1. The Contractor shall obtain and pay for all permits and governmental fees, licenses and inspections necessary for proper execution and completion of Work, unless otherwise indicated in the Contract Documents.
2. The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without notice of the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

## H. USE OF SITE

The Contractor shall confine operations at the site to areas permitted by the Contract Documents and the Owner. The Contractor will inform and coordinate construction activities with the Bonner County Road and Bridge Department.

## I. CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.

## J. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Agents and employees thereof from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such a claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting thereof, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

## K. ACTIVITIES ON OWNER'S PREMISES

1. If the Contractor or any of its subcontractors or suppliers, of any tier, performs any activities on the premises owned, leased, possessed, or controlled by the Owner, the Contractor shall; (a) take all precautions which are necessary to prevent injury (including death) to persons and damage to any property or environment in connection with such activities; and (b) release, defend, indemnify and hold harmless the Owner from all



claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorney's fees) that may arise in connection with such activities. Without limiting the generality of the foregoing, the Contractor waives its immunity under any applicable workers' compensation laws for purposes of this Section L and assumes potential liability for actions brought by the Contractor's employees, subcontractors, or suppliers of any tier.

2. The Contractor shall maintain a comprehensive general liability policy which shall provide bodily injury and property damage liability on the Contractor's operations; owned, nonowned and hired vehicles; on work sublet to others; and on the indemnity agreement set out above. The limits of liability insurance shall not be less than the following:
  - a) \$1,000,000 per occurrence for bodily injury liability including sickness, disease or death and \$1,000,000 bodily injury liability for all occurrences (other than automobiles); and
  - b) \$1,000,000 for property damage liability (other than automobiles) because of damage to or destruction of property of others including loss of use thereof caused by one occurrence and \$1,000,000 property damage liability for all occurrences.
  - c) (As an alternate to subparagraphs a) and b) above, the Contractor may insure for \$1,000,000 combined single limit protection for both bodily injury and property damage liability per occurrence and \$1,000,000 general aggregate.)
  - d) In addition, \$1,000,000 per accident for bodily injury liability including sickness, disease or death and property damage liability because of damage to or destruction of property of others including loss of use thereof arising out of the operation of automobiles.
  - e) In addition, the Contractor shall maintain a true umbrella policy which provides excess limits over the primary layer, in an amount not less than \$1,000,000.
3. In addition, the Contractor shall purchase and maintain insurance for claims under workers' compensation (industrial insurance), disability benefit and other similar employee benefit acts in the State statutory amount and Employer's Liability with coverage of at least \$250,000/\$500,000. Copies shall be included in the submittal package and reviewed for approval by the Owner prior to the start of work.
4. The insurance described above shall be in place prior to commencing activities. The Owner's specification or approval of the coverage's or insurance in this agreement or of their amounts are not limits of liability and shall not relieve or decrease the liability of the Contractor.
5. Before exposure to loss can occur, the Contractor shall furnish the Owner with Certificates of Insurance as evidence of all insurance required above. All policies and

certificates must be signed copies and shall contain a clause agreeing that such insurance cannot be materially altered (i.e., the coverage's reduced, the limits decreased, or the additional insured removed), allowed to expire or canceled without first giving 45 days written notice by certified mail to the Owner. The Contractor shall furnish to the Owner copies of any subsequently issued endorsements amending, modifying, altering, or restricting coverage or limits.

6. If the Owner is damaged by the failure of the Contractor to maintain any of the above insurance to so notify the Owner, then the Contractor shall bear all costs properly attributable thereto.
7. During the execution of this contract the Owner may present the Contractor with master key sets to gain timely entrance to the premises. Any keys issued to the Contractor remain the property of the Owner. The Contractor takes financial responsibility for loss, damage or theft of issued key sets, and agrees to pay all costs related to re-coring any or all premises due to loss of key sets issued to Contractor or employees of the Contractor.

#### IV. ADMINISTRATION OF THE CONTRACT

- A. The owner will provide administration of the Contract as described in the Contract Documents.
- B. The Owner will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility.
- C. Based on the Owner's observations and evaluations of the Contractor's applications for payment, the Owner will review and certify the amounts due the Contractor.

#### V. CHANGES IN THE WORK

- A. After execution of the Contract, changes in the Work may be accomplished by Change Order or by order for a minor change in the Work. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum and Contract Time being adjusted accordingly. All change orders shall be submitted to the Owner's representative for approval prior to any request for payment of said change order.

If the contractor exceeds the bid quantities, or anticipates exceeding the bid quantities, the Owner must be notified before work proceeds. Failure to notify the Owner of excessive quantities may result in payment being withheld.

- B. A change order shall be a written order to the Contractor signed by the Owner to change the Work, contract sum, or contract time.
- C. Change orders exceeding \$5,000.00 (five thousand dollars) will require Board of County Commissioners approval.

## VI. TIME LIMITS AND PENALTIES

- A. Time limits stated in the Contract Documents are of the essence of the Contract.
- B. If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties of other causes beyond the Contractor's control, the Contract time shall be extended by Change Order for such reasonable time as the Owner may determine.
- C. If the Contractor fails to complete the project by the completion date, plus extensions, as established in the Technical Specifications of the Contract, the Owner shall be entitled to recover liquidated damages as an alternative remedy to the ability to recover damages as described in Section II.C.1. The Owners liquidated damages will be set at one thousand five hundred dollars (\$1500.00) per day for each date following the established completion date (plus extensions) in the contract.

## VII. PAYMENTS AND COMPLETION

### A. CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. **The total contract amount for all is \$134,623.06 base bid.**

### B. APPLICATIONS FOR PAYMENT

#### 1. **Payment Schedule:**

**Payment Request** - All payment request shall be submitted for approval and acceptance by the 10th day of each month. Upon approval by the Owner's representative, the invoiced amount will be paid by the end of the same month if the invoice is submitted on or before the 10th. The Contractor may only bill for that work which is completed by the 10th. Invoices that include payment for work anticipated to be complete by the end of the month will not be approved. All work completed between the 11th and the end of the month shall be included on the next month's invoicing.

**Final Payment** - The Contractor, only upon final acceptance of the project by the Owner, may bill for the final 20%.



2. On the date established for each progress payment, the Contractor shall submit an itemized application for payment for operations completed in accordance with the values stated in the Agreement. Such applications shall be supported by such data substantiating the Contractor's right to payment as the Owner may reasonably require and reflect any retainer if provided for elsewhere in the Contract Documents.
3. The Contractor warrants that title to all Work covered by an application for payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment, all Work for which certificates for payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.
4. The Contractor will provide a schedule of values for all labor and incidental materials supplied by the Contractor. The schedule of values will accompany all payment applications showing completed work billed as a percentage of each value as well as the percentage remaining to be billed. The Owner will only pay the Contractor's billing once the schedule of values is reviewed and approved by the Owner.

#### C. PROGRESS PAYMENTS

1. The Owner shall make payments in the manner provided in the Contract Documents.
2. The Contractor shall promptly pay each Subcontractor and material supplier, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such entities portion of the Work.
3. The Owner does not have responsibility for the payment of money to a Subcontractor or material supplier.
4. A progress payment shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

#### D. SUBSTANTIAL COMPLETION

Substantial completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

#### E. FINAL COMPLETION AND FINAL PAYMENT

1. Upon receipt of the final application for payment, the Owner will inspect the Work. When the Owner finds the Work acceptable and the Contract fully performed, the Owner will promptly issue a final certificate of payment.
2. Final payment shall not become due until the Contractor submits to the Owner releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as

receipts, claims, payroll affidavits, security interests, project as-built drawings, or encumbrances arising out of the Contract.

3. Acceptance of the final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by the payee as unsettled at the time of final application of payment.

## VIII. PROTECTION OF PERSONS AND PROPERTY

### A. SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damage and loss to property caused in whole or in part of the Contractor, or by anyone for whose acts the Contractor may be liable, except as stated otherwise.

## IX. CORRECTION OF WORK

- A. The Contractor shall promptly correct Work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work.
- B. In addition to the Contractor's other obligations including warranties under Contract, the Contractor shall, for a period of one year after substantial completion, correct work not conforming to the requirements of the Contract Documents.
- C. If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it and the Contractor shall reimburse the Owner for the cost of correction.

## X. MISCELLANEOUS PROVISIONS

### A. ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

### B. TESTING AND INSPECTIONS

The Contractor shall pay for and coordinate all tests including testing for Work found to be defective.

### C. GOVERNING LAW

The Contractor shall be governed by the law of the place where the project is located.

#### D. NONWAIVER

The failure of the Owner to insist upon or enforce strict performance by the Contractor of any provisions of this Contract, or to exercise any rights or remedies under this Contract, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions, rights or remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

#### E. ENTIRE AGREEMENT

This Contract sets forth the entire agreement and supersedes any and all prior agreements, between Contractor and Owner regarding the Work. No amendment or modification of any provisions of this Contract shall be valid unless set forth in a written instrument signed by both parties. The Owner shall not be bound by, and specifically objects to, any term, condition or other provision which is different from or in addition to the provisions of this Contract (whether or not it would materially alter this Contract) and which has been proffered by Contractor in any quotation, invoice, shipping document, acceptance, confirmation, correspondence or otherwise, unless the Owner specifically agrees to such provision in a written instrument signed by the Owner. The rights, remedies and warranties afforded to the Owner pursuant to any provision of this Contract are in addition to and do not in any way limit any other rights, remedies or warranties afforded the Owner by any other provisions of this Contract, by any of the Contractor's subcontractors, suppliers of any tier, or by law.

#### F. EMPLOYEES

1. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. At no change to the Contract price or Contract time, the Owner may provide written notice requiring the Contractor to remove from the site any employee or other person carrying out the Contract whom the Owner considers objectionable. If the work is being performed at a site in active school use or where there is a likelihood of contact with children, a person shall be unfit if he or she has plead guilty to or has been convicted of any felony crime involving physical injury or death of a child, the physical neglect of a child sexual offenses against a minor, sexual exploitation of a child or violation of similar laws of another jurisdiction. A violation of this provision is grounds for the immediate termination of this contract.
2. The Owner shall comply with all applicable hours of work as outlined by the Owner.
3. The Contractor shall provide the Owner copies of and have available at the Project site a workplace survey or material safety data sheets for all "hazardous" chemicals under the control or use of the Contractor at the Project site. The Contractor shall not be entitled to any additional contract time or compensation arising from its failure or alleged failure to comply with this statute or regulation.



4. Prior to contract commencement, the Contractor shall procure from the Owner all relevant documents describing known dangers and hazardous materials located at the Project site.

#### G. STATUTES

1. The Contractor shall abide by the provisions of all applicable Idaho statutes.
2. Law Against Discrimination. The Contractor shall comply with pertinent statutory provisions relating to Idaho Labor Laws.
3. Safety Standards. The Contractor shall comply with OSHA safety standards.
4. Unemployment Compensation. the Contractor shall pay contributions for wages for personal services performed under this Contract or arrange for a bond acceptable to the commissioner.
5. Drug-Free Workplace. The Contractor shall fully comply with all applicable federal, state, and local laws and regulations regarding drug-free workplace, including the Drug-Free Workplace Executive Order 2007-08. Any person not fit for duty for any reason, including the use of alcohol, controlled substances, or drugs, shall immediately be removed from the Work. No employee shall be in position of or use any of the above named substance while on school property.

### XI. TERMINATION OF CONTRACT

#### A. TERMINATION BY THE CONTRACTOR

If the Owner fails to make payment when due or substantially breaches any other obligation of this Contract, following seven days' written notice to the Owner, the Contractor may terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, construction equipment and machinery, including reasonable overhead, profit and damage.

#### B. TERMINATION BY THE OWNER

1. The Owner may terminate the Contract if the Contractor:
  - a. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
  - b. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
  - c. persistently or materially disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

- d. fails to prosecute the work or any portion thereof with sufficient diligence to ensure the substantial completion of the work within the Contract time;
  - e. is adjudged, bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed an account of its insolvency;
  - f. fails to comply by permitting a worker on the Project having contact with children who has been convicted of or pled guilty to a felony crime involving children set forth in the section ten "Miscellaneous Provisions", E "Employees" above.
  - g. is otherwise guilty of substantial breach of a provision of the Contract Documents.
2. When any of the above reasons exist, the Owner, may without prejudice to any other Rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may:
  - a. take possession of the site and of all materials thereon owned by the Contractor;
  - b. finish the Work by whatever reasonable method the Owner may deem expedient.
3. When the Owner terminates the Contract for one of the reasons stated, the Contractor shall not be entitled to receive further payment until the Work is finished.
4. If the unpaid balance of the Contract sum exceeds costs of finishing the work, such excess shall be paid to the contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the contract.

### C. DISPUTES

1. Any and all disputes that cannot be settled reasonably between the Owner and the Contractor shall be required to utilize the Idaho State Court system to resolve such disputes. It is agreed by both parties that arbitration or the use of an arbitrator will not be used to resolve disputes on this project.

**Contractor**

\_\_\_\_\_

NAME

\_\_\_\_\_

TITLE

\_\_\_\_\_

COMPANY

\_\_\_\_\_

DATE

**Bonner County Commissioners**

\_\_\_\_\_

STEVEN BRADSHAW

\_\_\_\_\_

TITLE

\_\_\_\_\_

DATE

\_\_\_\_\_

ASIA WILLIAMS

\_\_\_\_\_

TITLE

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DATE

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LUKE OMODT

\_\_\_\_\_

TITLE

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DATE

**ATTEST**

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DEPUTY CLERK

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DRAFT