

CONTRACT FOR SERVICES
Independent Contractor, Hazard Fuels Treatment
25JC-Kootenai- 01 and 02
Forest Lake at Mullan Trail, 14.02 acres

THIS CONTRACT is made by and between KOOTENAI COUNTY (hereinafter referred to as "COUNTY"), whose mailing address is P.O. Box 9000, Coeur d'Alene, Idaho 83816-9000, and MAJESTIC VIEW FORESTRY, LLC (hereinafter referred to as "CONTRACTOR"), whose mailing address is 5433 Blackwell Boulevard, Spirit Lake, Idaho 83869-9546.

The Parties mutually agree as follows:

1. **REQUIRED WORK.**

- a. The Contractor shall perform the services specified in the Statement of Work, pursuant to any applicable site prescription and pursuant to the applicable Defensible Space Plan(s) (DSP), and Idaho Transportation Department Permit as further set forth at Attachments "A" and "B", and exhibits thereto, incorporated herein by reference, in accordance with the terms and conditions set forth herein.
- b. Upon receipt of a Notice to Proceed, CONTRACTOR shall complete the project by June 20, 2026, and any pile burning shall be completed by December 1, 2026, as specified in the Statement of Work.

2. **COMPENSATION FOR SERVICES.** The COUNTY, in full consideration of the services to be performed under this CONTRACT, agrees to pay CONTRACTOR after the Project Manager has inspected the work and found the work to have been completed as detailed in the written prescription, DSP and project order. Payment shall be at the per acre cost set forth by CONTRACTOR in the Bid Submittal Form, attached hereto as Attachment "C" and incorporated by reference. Funds are provided by the Idaho Department of Lands in cooperation with the United States Department of Agriculture Forest Service (USDA-FS) as part of the Hazardous Fuels Reduction (HFR) grant program which falls under the authority of the Section 103 of the Healthy Forests Restoration Act of 2003, Public Law 108-148 as amended (16 U.S.C. § 6513), through Federal Grant No. 25-DG-11010013-047. The Federal Assistance Listing number and name are 10.697, State and Private Forestry Hazardous Fuel Reduction Program.

The Project Manager shall authorize the CONTRACTOR to submit an invoice. When requesting payment, the invoice shall be numbered and dated and shall state the project order, the name and address to which payment shall be made, the activities completed, and the dates of completion. 75% of the of the contracted rate will be paid upon completion of piling. The remaining 25% will be paid after successful completion of pile burning.

This CONTRACT is contingent upon the COUNTY receiving the necessary funding, including but not limited to grant funding and grant match funds, to cover the obligations of the COUNTY. In the event that such funding is not received or appropriated, the COUNTY's obligation under the CONTRACT shall cease, and each party shall be released from further performance under the CONTRACT without any liability to the other party.

3. **CONFLICT OF INTEREST.** The CONTRACTOR covenants that it presently has no interest and shall not acquire an interest directly or indirectly which will, in the determination of the COUNTY, conflict in any manner or degree with the performance of its services hereunder.
4. **NOTICES.** For the purposes of this agreement, including, without any limitation, all notices required or authorized herein shall be as follows:

For the COUNTY:
Kootenai County Board of County Commissioners
451 Government Way
PO Box 9000
Coeur d'Alene, ID 83816-9000
Phone: (208) 446-1600
Fax: (208) 446-2178
E-mail: kcbocc@kcgov.us

and

Tiffany Westbrook, Director
Kootenai County Office of Emergency Management
1662 W. Wyoming Avenue
P.O. Box 9000
Coeur d'Alene, ID 83816-9000
Phone: (208) 446-1775
Fax: (208) 446-1780
E-mail: twestbrook@kcgov.us

For the CONTRACTOR:
Majestic View Forestry, LLC
Attn: Charles Berhard, Manager
5433 W. Blackwell Blvd.
Spirit Lake, ID 83869-9546
Phone: (208) 661-6193

5. **INDEMNIFICATION.** The CONTRACTOR shall indemnify, hold harmless, and defend the COUNTY from and against any damage, cost or liability, including reasonable attorney's fees, arising from any or all injuries to persons or property or claims for money damages arising from acts or omissions of the CONTRACTOR, CONTRACTOR's employees, agents and/or sub-consultants, however caused.

6. **INSURANCE.** The CONTRACTOR agrees to obtain and keep in force during its acts under this CONTRACT a comprehensive general liability insurance policy in the minimum amount of one million dollars (\$1,000,000.00), which shall name and protect the CONTRACTOR, all of the CONTRACTOR's employees, the COUNTY, and the COUNTY's officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR's acts.

If the CONTRACTOR is excluded with regard to property damage due to fire, the CONTRACTOR shall be required to purchase additional LOGGER's BROADFORM coverage, in which case the Certificate of Liability Insurance must contain a statement that it is "LOGGER's BROADFORM" insurance or that "property damage due to fire is included in the current coverage." The CONTRACTOR shall provide proof of liability coverage as set forth above to the COUNTY prior to commencing its performance as herein provided, and shall require its insurer to notify the COUNTY ten (10) days prior to cancellation of said policy.

7. **WORKERS' COMPENSATION.** CONTRACTOR shall maintain in full force and effect workers' compensation for any agents, employees, and staff that CONTRACTOR may employ, and provide proof to COUNTY of such coverage or that such workers' compensation insurance is not required under the circumstances. The CONTRACTOR shall provide proof of workers' compensation coverage, or proof that workers' compensation insurance is not required, as set forth above to the COUNTY prior to commencing its performance as herein provided, and shall require its insurer to notify the COUNTY ten (10) days prior to cancellation of said policy.
8. **INDEPENDENT CONTRACTOR.** The parties agree that the CONTRACTOR is an independent contractor of the COUNTY and is in no way an employee or agent of the COUNTY, and is not entitled to workers' compensation or any benefit of employment with the COUNTY. The COUNTY shall have no control over the performance of this CONTRACT by the CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. The COUNTY shall have no responsibility for security or protection of the CONTRACTOR's supplies or equipment.
9. **LIABILITY FOR TAXES AND MANDATORY INSURANCE CONTRIBUTIONS.** The CONTRACTOR agrees to pay and be responsible for all federal, state and local taxes and/or contributions required under unemployment insurance, social security, workers compensation, or income tax laws with respect to CONTRACTOR's employees engaged in the performance of this CONTRACT. The CONTRACTOR further agrees to indemnify and hold the COUNTY harmless from any liability or responsibility for payment of any of the above-referenced taxes or contributions which may be owed to any governmental entity or insurance program.
10. **ATTORNEY FEES.** Reasonable attorney fees and costs shall be awarded to the prevailing party in any suit, action, arbitration or other proceeding of any nature whatsoever instituted in connection with any controversy arising out of this CONTRACT or to interpret or enforce any rights under this CONTRACT.

11. **CIVIL RIGHTS ACT OF 1964.** The CONTRACTOR shall abide by the provisions of Title VI of the Civil Rights Act of 1964, which states that no person may, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
12. **NONDISCRIMINATION.** The CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, gender, age, marital status, physical or mental handicap, or national origin.
13. **COMPLIANCE WITH LAWS.** At all times during the term of this CONTRACT, CONTRACTOR shall comply with all federal, state and local laws, rules, ordinances and regulations.
14. **NON-ASSIGNABLE.** The parties mutually agree that the COUNTY has entered into this CONTRACT to secure the personal services of CONTRACTOR and, as such, this CONTRACT is not subject to transfer, assignment, or conveyance without the consent of the COUNTY.
15. **TERMINATION.** This CONTRACT may be terminated in whole or in part for the convenience of the COUNTY at the COUNTY's sole option. The COUNTY shall provide fair and reasonable payment for work completed.
16. **FAILURE TO PERFORM.** Upon any substantial failure to perform this CONTRACT by either party, or any other material breach of the terms of this CONTRACT, the non-breaching party shall be entitled to the following remedy:
 - a. Stop performing or accepting performance of the CONTRACT until the matter is resolved.
 - b. Where appropriate, obtain completion of the performance of the remaining balance of the CONTRACT from the breaching party. Upon discovery of the alleged breach, the non-breaching party shall send to the breaching party, via mail, facsimile, e-mail, or other mutually acceptable delivery method, a written description of the alleged breach, and:
 - i. If the alleged breach can be cured, demand specific remedial action within a specified reasonable time; or
 - ii. If the alleged breach cannot be cured, specify any alternative performance which would be acceptable in lieu of the required performance and a specific time within which the alternative performance would be required; or
 - iii. If the alleged breach cannot be cured and no alternative performance is acceptable, notify the breaching party in writing of the termination of the CONTRACT as of a certain date, which shall be no less than thirty (30) days after the date of the notice, and state in the notification whether an action for breach of contract will be brought.

- c. If the defect is not corrected or alternative performance completed within the time specified, the non-breaching party may pursue any available legal remedy.
- 17. **CHOICE OF LAW, JURISDICTION AND VENUE.** This CONTRACT shall be governed by and interpreted under the laws of the State of Idaho. Jurisdiction and venue for any dispute arising under this CONTRACT shall be in the District Court of the First Judicial District, Kootenai County, Idaho.
- 18. **SEVERABILITY.** If any section, subsection, paragraph, sentence, clause, or phrase of this CONTRACT should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this CONTRACT, which shall remain in full force and effect; and to this end the provisions of this CONTRACT are hereby declared to be severable.
- 19. **ATTACHMENTS.** Attachment "A," entitled "Hazardous Wildland Fuels Treatment Statement of Work" and exhibits thereto; Attachment "B," the applicable Defensible Space Plan and Idaho Transportation Department Permit; and Attachment "C" entitled "Bid Submittal Form" are attached hereto and are each incorporated into this CONTRACT by reference herein.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this CONTRACT, effective as of the date of last signature below.

**KOOTENAI COUNTY
BOARD OF COMMISSIONERS**

ATTEST:
JENNIFER LOCKE, CLERK

By: _____
Deputy Clerk

DATE: _____, 2026

**CONTRACTOR
MAJESTIC VIEW FORESTRY, LLC**

By: 
Charles Bernhard, Manager

DATE: 2/17, 2026

**HAZARDOUS WILDLAND FUEL TREATMENT
STATEMENT OF WORK
Forest Lake At Mullan Trail , 14.2 acres**

Project Number(s): 25JC-KC-01 & 02

Overview

The work performed will include treatment of hazardous wildland fuels in compliance with specifications set forth herein, hazard fuel treatment prescription (Exhibit 1 to Attachment A) and directives of Project Manager.

Location and Description

Location: Near the junction of Mullan Trail Road and S. Tumble Creek Road, about four miles southeast of Coeur d'Alene, Idaho, as shown in Exhibit 2 to Attachment "A", Map.

Acres: 14.2 total acres

Landowner(s): Forest Lake at Mullan Train HOA, and Rosen

Accessibility: Access is good, including a natural surface old logging road. The natural surface road will need brushing and some minor improvements. While there are a few steep sections, the terrain is suitable for mechanical treatment.

Prescription:

- This project allows for a variety of treatment methods. Please note, if a pile and burn option is selected for all or a portion of the project, the contractor must maintain the proper insurance coverage, as outlined in the "Burning of Slash Piles" section at the end of this document.
- A written prescription detailing the specific materials to be removed or reduced, as well as the methods to be employed, is attached herein as **Exhibit 1 to Attachment "A"**.

Contractor Obligations

Contractor shall furnish all transportation, equipment, labor, tools, supplies, materials, supervision, and incidentals to perform the contract work as set forth in the specifications.

Contractor shall possess sufficient skill and experience to properly perform the work assigned.

Contractor shall, without additional expense to the County, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and local laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damage to persons or property and shall indemnify the County.

Definitions and Technical Specifications

1. Basal Area –The cross-sectional area of a tree at 4.5 feet aboveground.
2. Cull Trees - Damaged or defective trees, including any defect or deformity of a tree resulting from such agents as wind, snow, animals, insects, disease, and equipment and evidenced by such things as dead or broken tops or trunks, crooks, and deep scars. Examples include: Trees with crook, sweep, or snow bend; forked trees, one or more forks in the live crown or dead or broken out tops of the bole within thirteen feet of the ground surface; trees that have been severely scarred or cut through the cambium for one half the circumference of the tree; or trees with broken boles and/or with more than two thirds of the live limbs broken or missing.
3. Damaged Tree – A live tree which, during work is scraped so that wood is exposed for one quarter or more of the stem circumference, or pushed over for ten degrees from vertical axis, or has uprooted or damaged tree roots.
4. DBH (diameter at breast height) - Outside diameter of the tree stem at a point four and one-half feet above average ground level.
5. Deficient Trees - Those trees cut which should have been left to maintain required basal area.

- a) Excess Trees - All uncut trees not needed to meet average spacing or basal area requirements specified by the Project Manager and those trees defined as cull trees.
 - b) Excessive Damage - an average of four damaged trees per acre will usually be permitted. If the average exceeds this, damage will be considered to be in excess.
 - c) Ladder fuel - live or dead vegetation that allows a fire to climb up from the ground into the tree canopy. Common fuel ladders include tall grasses, shrubs, and tree branches, both living and dead
 - d) Leave Tree – All trees that are left uncut to meet the average basal area requirements or tree grouping specification and trees over the maximum cut size if specified.
 - e) Mowing—mechanically cutting, chopping, grinding, masticating or otherwise reducing the height of small diameter (generally 4 inches or less) wildland fuels.
- 6. Pruning – Cutting limbs from leave trees according to specifications.
 - 7. Slash - All vegetative material including cull logs, blasted or pushed out stumps, chunks, broken tops, limbs, branches, rotten wood, damaged brush, damaged or destroyed reproduction, saplings or poles which were created or disturbed by any type of vegetative cutting, clearing, construction, or cultural treatment. Any portions of trees or snags that were previously felled are considered to be part of the slash.
 - 8. Thinning - The cutting of trees in excess of those to be left for future management.

Work Area and Standards

The Work Area objectives are to treat and/or remove hazardous wildland fuels to a level that will result in fires producing flame lengths of four feet or less. On private property, where structures exist, treatment will meet or exceed Forest Management and Health guidelines.

Fuels will be treated by thinning, pruning, ladder fuel reduction, mulching, chipping, and/or pile burning. Site specific standards are identified in Exhibit 1 to Attachment A – Prescription and as directed by the Project Manager.

- a) Prior to commencement of work, Contractor shall inspect each work site with the Project Manager.
- b) Contractor shall schedule inspections with Project Manager to ensure the quality of work is meeting project objectives.

General Service Category Work Area Treatment Standards

A site prescription is included hereto. (Exhibit 1 to Attachment A)

Damage to Physical Improvements

Contractor shall exercise extreme care to prevent damage to all physical improvements (roads, fences, ditches, structures, etc.) on the contract area. Contractor is responsible for immediate repairs to damaged physical improvements.

Contractor shall restore to the original condition all water bars and road barriers on trails and roads that have been damaged by Contractor's operations.

Inspection of Services

"Services" as used in this clause, include services performed, workmanship, and material furnished or utilized in the performance of services.

The County has the right to inspect all services and/or work performed pursuant to this Agreement at all reasonable times and locations during the term of the Agreement. The County shall perform inspections in a manner that will not unduly delay the work. County's inspection(s) shall not relieve Contractor of responsibility for the proper performance of the work or of conditions, damages, or injuries that arise from the work.

The Project Manager shall provide and maintain an inspection system acceptable to Kootenai County, covering the services under this contract. Complete records of all inspection work performed by the Project Manager will be made available to Contractor upon request.

The County will conduct verification inspections of all fuels treatment activities to determine compliance with specifications. The Contractor and/or Contractor's designee are encouraged to observe inspections.

If the County's verification inspections reveal work is not being accomplished in accordance with specifications, the County will immediately notify the Contractor in writing and order correction in the quality of work. If the quality of deficient work is not raised to an acceptable standard within one workday after receipt of notice in writing, the County may terminate the Agreement.

If the original verification inspection results are unacceptable to the Contractor, a re-inspection may be requested. Requests for re-inspection must be made in writing within five days after receipt of initial inspection results.

Other

During wet weather and/or winter operations, to protect soils from displacement and prevent the spread of noxious weeds, all mechanized operations will occur on either frozen ground or in a manner to minimize soil erosion, rutting or displacement. During wet weather events, mechanized operations will be curtailed or halted and may only commence after the Project Manager approval. During periods of high fire danger, operation times may be curtailed or mitigation provided per the Idaho Department of Lands fire prevention requirements.

Burning of Slash Piles

If the CONTRACTOR is excluded with regard to property damage due to fire, the CONTRACTOR shall be required to purchase additional LOGGER's BROADFORM coverage, in which case the Certificate of Liability Insurance must contain a statement that it is "LOGGER's BROADFORM" insurance or that "property damage due to fire is included in the current coverage." The CONTRACTOR shall provide proof of liability coverage as set forth above to the COUNTY prior to commencing its performance as herein provided and shall require its insurer to notify the COUNTY ten (10) days prior to cancellation of said policy.

Kootenai County FireSmart™ Hazardous Fuel Treatment Project Prescription

Project Numbers: 25JC-KC-01 & 02

Landowner: Forest Lake At Mullan Trail HOA and Rosen

Objective:

- To create a landscape level fuel break where fuels have been modified in a manner that will significantly change expected fire behavior, slowing fire spread enough for local resources to suppress a wildfire before it can threaten lives and damage nearby homes.
- This will involve developing vertical separation and lowering the horizontal continuity of fuels by cutting and disposing of ladder and ground fuels, i.e., brush, small trees, tree limbs, and down woody debris.
- To conduct these activities in a manner that supports the special aesthetic values, recreational opportunities, and wildlife habitat the area offers.

Project Area:

- 14.2 total acres, as shown on Exhibit 2 to Attachment A, Project Map.
- The project area is marked with red ribbons.

Special Provisions:

- Slash disposal by mastication and/or pile & burn, as selected by the CONTRACTOR.
- A hand crew must supplement any machine work.
- The FireSmart™ Project Manager must give prior approval to all equipment.
- If the pile & burn option is chosen for all or a portion, the debris shall be piled for a fall/winter burn and the CONTRACTOR will be responsible for pile burning.

Treatment:

- **Brush**
 - All brush over 2 feet in height shall be cut unless designated for retention. Clumps of healthy brush are designated for retention where they exist at a spacing of no less than 20 feet from other retained brush or trees, or as otherwise directed by the FireSmart™ Project Manager.
 - The least desirable species include oceanspray, ninebark, and snowberry. These brush species shall be favored for removal above all others.
 - Dead material within clumps of retained brush shall be removed and treated.
 - Treated brush will be cut as low as possible (less than four inches in height).
- **Trees**
 - No live trees greater than 8 inches DBH¹ shall be cut, unless marked for removal by the FireSmart™ Project Manager.
 - Live trees shall be thinned so that healthy trees remain and the outside portions of their crowns are separated by 15 feet or more. Promoting a clumpy tree distribution is encouraged in order to maintain stand integrity, individual tree health, wildlife habitat, aesthetics, etc. For example, clumps of saplings can be

¹ DBH refers to “Diameter at Breast Height”, as measured 4.5 feet from the ground.

retained at spacing closer than 15 feet where they do not serve as ladder fuels to the overstory and where they can be spaced a minimum of 15 feet from other retained vegetation.

- Dead trees within clumps of retained trees shall be removed, as directed by the FireSmart™ Project Manager.
- Only snags less than 12 inches in diameter need to be cut, unless they pose a hazard to workers.
- Strive to retain all larch, white pine, cedar, and aspen, if any. Prioritized order of favored leave trees of other species: cottonwood, western larch, western redcedar, white pine, birch, ponderosa pine, Douglas-fir, lodgepole pine, hemlock, and grand fir.
- In reasonable situations, as judged by the FireSmart™ Project Manager, or where prior approval by the FireSmart™ Project Manager is given, it is understood that occasionally non-designated trees will need to be cut.
- Tree stumps will be cut as low as possible (less than 4 inches in height).
- All residual trees shall be pruned to 1/2 of their total tree height, or 10 feet, whichever is less. It is not necessary to prune trees that are 6 feet in height or less.
- **Slash and Down Woody Material, mastication/chipping selection.**
 - Chips/masticated debris must be spread to a depth not to exceed two inches.
 - Logs greater than 6 inches in diameter, at the small end, need not be chipped/mulched. This material shall be limbed and cut to lie flat on the ground and scattered in a manner that appears natural.
- **Slash and Down Woody Material, pile & burning selection.**
 - All piles shall be constructed as follows:
 - To facilitate piling, all slash shall be limbed, topped, and lopped to a length of no greater than seven (7) feet.
 - Logs greater than six (6) inches in diameter at the small end need not be piled. This material shall be limbed and cut to lie flat on the ground and scattered in a manner that appears natural.
 - Slash shall be piled in such a manner as to facilitate burning. The piles should be about as wide as they are high. Strive for piles about seven (7) feet tall and less than eight (8) feet at the base. Make them tight, compact, and have butts oriented toward the center. Where the primary ingredient is brush, the piles can be made larger with the expectation that some settling will occur.
 - Other debris, such as litter, water bottles, stumps, etc., shall not be placed in the piles.
 - A portion of all slash piles shall be covered with waxed, clean-burning slash pile paper or similar material, as approved by the PM. A minimum paper size of four (4) by five (5) feet shall be placed within about 1/3 of the pile top to protect fine fuel in the middle of the pile from moisture, making lighting easier.
 - When placing slash piles, care must be taken to prevent undue damage to surrounding trees and provide safety along trails. Slash piles must be placed at least 15 feet from live trees and designated footpaths unless otherwise directed by the PM.
 - Avoid placing slash piles over old stumps or next to large down logs.
 - No piles shall be placed within 25 feet of the ownership boundary.
 - Where pile spacing and size guidelines cannot be met because there is too much material, with prior approval and under direction from the PM, the material can be staged in windrows so it can be fed into actively burning piles during pile-burning operations
- **Slash burning selection.**
 - Before burning, the local fire department (Kootenai Fire and Rescue) and the FireSmart™ Project Manager (PM) must be notified.
 - It is the responsibility of the CONTRACTOR to obtain any required burn permits. Kootenai Fire and Rescue requires burn permits all year.

- When burning, coordination with the North Idaho Airshed Group is recommended, which should minimize smoke impacts.
- CONTRACTOR responsibilities will include lighting piles, tending piles, patrolling, and mopping up, to the standards outlined here:
 - Strive to burn all piles.
 - Piles will be tended throughout the burning process. Tending includes tossing unburned rings into the burned portion of the pile as ignition progresses. It will be necessary to toss unburned debris back into the burn pile at least once for all piles to consume completely, except small remnants away from trails or other frequently used places. Feeding debris back into the burn pile more than once may be necessary to achieve the desired results.
 - Active patrol will be necessary until the re-ignition threat is gone, as approved by the PM. The level of active patrol will lessen over time, but depending on weather conditions, be prepared to patrol for two weeks or more after the burn.

Other Provisions:

- All operations shall be done in an orderly and progressive manner, exercising all possible protection to residual trees, soil, water, and improvements on the land.
- No material shall be removed from the property without prior approval from the FireSmart™ Project Manager.
- The Operator shall obtain all necessary permits and licenses and shall comply with all federal, state, and local laws and regulations applicable to the operator's work under this contract.
- The Operator shall adhere to all State Forest Practices Act requirements.
- The Operator shall comply with all environmental regulations and laws involving spillage of toxic materials and shall meet all clean-up requirements of the regulating agency.
- All roads and trails will be maintained and returned to "as found" (or better) condition to the satisfaction of the FireSmart™ Project Manager.

FireSmart™ Contact Information:

- Project Manager: IFM Forester Steve Bloedel, (208) 255-9394; sbloedel@fwforestry.com
- Kootenai County Office of Emergency Management (OEM), (208) 446-1775

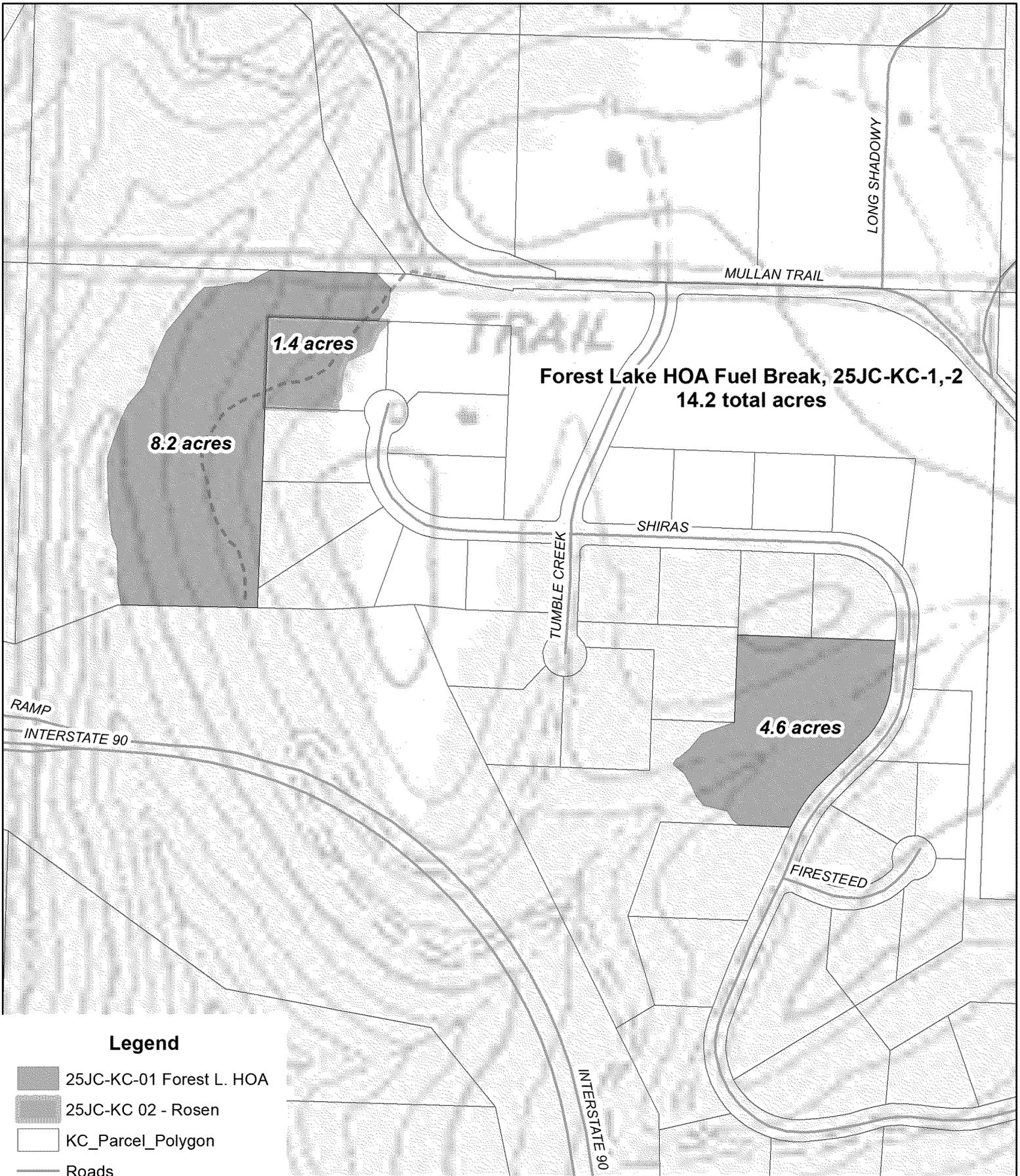
Time Fame:

- Project shall be completed by June 20, 2026.
- If pile and burn fuel treatment option is selected for all or a portion of the project, cutting and piling shall be completed by June 20, 2026 and pile burning by December 1, 2026, weather allowing.

Signature(s):

Contractor: _____

Date: _____



**Exhibit 2 to Attachment A, Project Map
Forest Lake at Mullan HOA
Fuel Break**

DEFENSIBLE SPACE PLAN



Office of Emergency Management
P.O Box 9000
Coeur d Alene, ID 83816

Creating a FireSmart™ Environment

[Affix Recorder's Label Here]

FireSmart™ Kootenai County, Idaho is a program of Kootenai County. Funded in part by Kootenai County Office of Emergency Management, the Bureau of Land Management and the Idaho Department of Lands - through a grant from the USDA - U.S. Forest Service. *The U.S. Department of Agriculture Forest Service prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status (not all prohibited bases apply to all programs). To file a complaint of discrimination write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Ave, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice or TDD). USDA Forest Service is an equal opportunity provider and employer.*

Project #: 25JC-KC-01		Project Name: Forest Lake	
Landowner: Forest Lake At Mullan Trail HOA		Phone:	
Address: 1110 W Park PI Ste #101, Coeur D Alene, ID 83814			
Physical address: E. Shiras Rd, E. Mullan Trail Rd		Fire District: Kootenai Fire & Rescue	
Plan completed by: Steven Bloedel, FireSmart P.M.		# of acres: 16.5	# of structures: 30+
Lat./ Long. N 47.6566 W 116.7177		Fuel density: Light <input type="checkbox"/> Medium X Heavy <input type="checkbox"/>	
Legal Description of Property: FOREST LAKE AT MULLAN TRAIL, LT 1 BLK 2 (OPEN SPACE), Section 28, T50N, R03W, B.M. (AIN 319821) and FOREST LAKE AT MULLAN TRAIL, LT 19 BLK 2 (OPEN SPACE), Section 28, T50N, R03W, B.M. (AIN 319839)			
Terrain: Flat <input type="checkbox"/> Hilly X Rock <input type="checkbox"/> Stream / Lake <input type="checkbox"/>		Fuel type: Mostly - Brush <input type="checkbox"/> Trees X Combination <input type="checkbox"/>	
Fuel disposal: Chip X Haul <input type="checkbox"/> Burn <input type="checkbox"/> Leave <input type="checkbox"/> Combo X		Fuel treatment: Mostly by - Hand <input type="checkbox"/> Machine X Combo X	

Section I: CONTRACTUAL INSTRUCTIONS

Notes:	The accompanying Hazardous Fuel Treatment Prescription and Treatment Map provides contractual instruction and a map. Project manager contact: IFM forester Steven Bloedel, (208) 255-9394 or Office of Emergency Management, (208) 446-1775.
	Maintenance. Periodic care will be necessary to maintain the effectiveness of this treatment. The degree of maintenance will vary with vegetation type and the purpose of the fuel break; however, upkeep is easier if efforts are made regularly. If you have any questions concerning maintenance, please contact the FireSmart project manager or your local fire district. Your local fire district is Kootenain Fire & Rescue.
	The suggested maintenance schedule for this property is as follows: Immediately reseed any areas of disturbed soil with a seed mix of your choosing, being sure to get a mix with low-growing grass and clover. Cut brush must be treated as it resprouts and grows, perhaps every 3-5 years. Smaller down woody debris must also be cleaned up as trees die or are blown over. In addition, maintain a minimum 10' pruning height. Small trees that were pruned to less than 10' because of their size will need to be pruned as they grow in height as well as branches on larger trees as they grow out a droop down.

This work is scheduled to be done by June 20, 2026

Project # 25JC-KC-01 Forest Lake At Mullan Trail HOA

This plan and the above work described under the **Contractual Instructions** are funded in part by National Fire Plan Grant dollars and subject to the rules and regulations thereof. The work described therein will be completed at no cost to the homeowner. Any other work is solely at the owner's discretion and expense.

Persons doing this work must comply with the stream protection requirements of the Forest Practice Act, which states: "No ground based equipment such as excavators, bobcats, tractors, skidders etc. shall be operated in the stream protection zone." A stream is "a natural water course of perceptible extent with definite beds and banks which confines and conducts continuously or intermittently flowing water." Stream protection zones are 75 feet for a class I streams and 30 feet for class II streams on each side of the stream channel measured from the ordinary high water mark. Any questions regarding the status of a stream should be referred to the local Idaho Department of Lands Service Forester.

I hereby authorize the above HFT work to be accomplished on my property and allow the contractor(s) who will be performing the work to enter onto my property for that purpose. I understand that I am solely responsible for providing the correct boundary information regarding my property. Additionally, I understand that I must make every reasonable effort to maintain the HFT work for a period of at least 10 years after it is completed, and that this obligation will apply to any subsequent owners of this property during the 10-year period.

Landowner signature: Keith T. Cowberry Date: 11/25/2025
FOR FOREST LAKE AT MULLAN TRAIL

FireSmart™: Steven V. Bloedel Date: 12/19/2025
Steven V. Bloedel, FireSmart Project Manager

FireSmart™ Kootenai County and Kootenai County do not make any express or implied warranties, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. In no event will Kootenai County or FireSmart™ Kootenai County and their agents be liable to you or any other person or entity for any incidental or indirect damages, special or consequential damages whatsoever, arising out of the services provided hereunder, even if they are foreseeable or you have been advised of the possibility of such damages. The landowner and/or contractor agrees to hold Kootenai County and the Kootenai County FireSmart™ Program harmless from all liability or expense on account of claims, suits, and cost connected with landowner and/or contractors' negligence or wrongful acts arising from this agreement. This contract may be cancelled by either party with 72 hours' written notice.

I understand that Kootenai County may arrange for qualified personnel to perform periodic inspections of my property, at reasonable times and upon 30 days' prior written notice, to ensure that the HFT work is being maintained during this 10-year period, and I authorize such persons to enter my property for that purpose. Such inspections are anticipated to occur no more than three times within this 10-year period.

Work completed: Date: _____ FireSmart signature: _____

DEFENSIBLE SPACE PLAN



Office of Emergency Management
P.O Box 9000
Coeur d Alene, ID 83816

Creating a FireSmart™ Environment

[Affix Recorder's Label Here]

FireSmart™ Kootenai County, Idaho is a program of Kootenai County. Funded in part by Kootenai County Office of Emergency Management, the Bureau of Land Management and the Idaho Department of Lands - through a grant from the USDA - U.S. Forest Service. *The U.S. Department of Agriculture Forest Service prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status (not all prohibited bases apply to all programs). To file a complaint of discrimination write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Ave, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice or TDD). USDA Forest Service is an equal opportunity provider and employer.*

Project #: 25JC-KC-02

Project Name: Forest Lake

Landowner: Bernard and Susana Rosen

Phone: 414-331-8796 ; brosen98@yahoo.com

Address: 5036 E Shiras Rd, Coeur D Alene, ID 83814

Physical address: E. Shiras Rd, E. Mullan Trail Rd

Fire District: Kootenai Fire & Rescue

Plan completed by: Steven Bloedel, FireSmart P.M.

of acres: 1.4

of structures: 30+

Lat./ Long. N 47.6561 W 116.7184

Fuel density: Light Medium Heavy

Legal Description of Property: FOREST LAKE AT MULLAN TRAIL, LT 5 BLK 2, Section 28, T50N, R03W, B.M. (AIN 319825)

Terrain: Flat Hilly Rock Stream / Lake

Fuel type: Mostly - Brush Trees Combination

Fuel disposal: Chip Haul Burn Leave Combo

Fuel treatment: Mostly by - Hand Machine Combo

Section I: CONTRACTUAL INSTRUCTIONS

Notes:

The accompanying Hazardous Fuel Treatment Prescription and Treatment Map provides contractual instruction and a map. Project manager contact: IFM forester Steven Bloedel, (208) 255-9394 or Office of Emergency Management, (208) 446-1775.

Maintenance. Periodic care will be necessary to maintain the effectiveness of this treatment. The degree of maintenance will vary with vegetation type and the purpose of the fuel break; however, upkeep is easier if efforts are made regularly. If you have any questions concerning maintenance, please contact the FireSmart project manager or your local fire district. Your local fire district is Kootenain Fire & Rescue.

The suggested maintenance schedule for this property is as follows: Immediately reseed any areas of disturbed soil with a seed mix of your choosing, being sure to get a mix with low-growing grass and clover. Cut brush must be treated as it resprouts and grows, perhaps every 3-5 years. Smaller down woody debris must also be cleaned up as trees die or are blown over. In addition, maintain a minimum 10' pruning height. Small trees that were pruned to less than 10' because of their size will need to be pruned as they grow in height as well as branches on larger trees as they grow out and droop down.

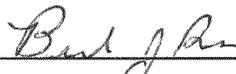
This work is scheduled to be done by June 20, 2026

Project # 25JC-KC-02 Rosen

This plan and the above work described under the **Contractual Instructions** are funded in part by National Fire Plan Grant dollars and subject to the rules and regulations thereof. The work described therein will be completed at no cost to the homeowner. Any other work is solely at the owner's discretion and expense.

Persons doing this work must comply with the stream protection requirements of the Forest Practice Act, which states: "No ground based equipment such as excavators, bobcats, tractors, skidders etc. shall be operated in the stream protection zone." A stream is "a natural water course of perceptible extent with definite beds and banks which confines and conducts continuously or intermittently flowing water." Stream protection zones are 75 feet for a class I streams and 30 feet for class II streams on each side of the stream channel measured from the ordinary high water mark. Any questions regarding the status of a stream should be referred to the local Idaho Department of Lands Service Forester.

I hereby authorize the above HFT work to be accomplished on my property and allow the contractor(s) who will be performing the work to enter onto my property for that purpose. I understand that I am solely responsible for providing the correct boundary information regarding my property. Additionally, I understand that I must make every reasonable effort to maintain the HFT work for a period of at least 10 years after it is completed, and that this obligation will apply to any subsequent owners of this property during the 10-year period.

Landowner signature: 

Date: 12/23/2025

FireSmart™: 
Steven V. Bloedel, FireSmart Project Manager

Date: 12/19/2025

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Work completed: Date: _____ FireSmart signature: _____

ATTACHMENT C

BID SUBMITTAL FORM

HAZARDOUS FUEL TREATMENT
PROJECT NUMBER: 25JC-KC-01,-02
Forest Lake at Mullan Trail

COMPANY: Majestic View Forestry LLC

ADDRESS: 5433 W. Blackwell Blvd.

TELEPHONE: 208-661-6193

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE: _____

PARTICIPATED IN SITE VISIT WITH PROJECT MANAGER Y YES ___ NO

PARCEL LAT LONG/ADDRESS: N47.6549 ; W116.7155

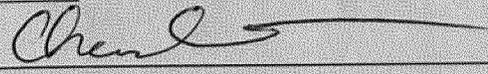
LIST OF DOCUMENTS PROVIDED BY COMPANY AS PART OF BID, IF ANY

PILE BURNING OPTION SELECTED: Yes No

BID:
BID PRICE PER ACRE: \$ 1575.00

TOTAL ACREAGE: 14.2 acres

TOTAL BID: \$ 22,365

AUTHORIZED AGENT SIGNATURE: 

DATE: 1-27-26

TITLE: Owner