

# DRAFT



## Bonner County Board of Commissioners

Luke Omodt

Steve Bradshaw

Asia Williams

**CONSENT  
AGENDA**

August 15, 2023

### Memorandum

To: Bonner County Commissioners  
Re: Adopting the Order of the Agenda as Amended

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 August 8, 2023
- 2) Liquor License: Schweitzer Mountain Resort, Sandpoint, ID
- 3) Catering Permit: Trinity at City beach, Sandpoint, ID
- 4) Plats for Approval: MLD0029-23, Berry Canyon Wood 1<sup>st</sup> Addition; MLD0027-23, Peirone Estates; MLD0032-23, O’Brien Homes
- 5) Invoices over \$5k: Sheriff; Engineering

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: \_\_\_\_\_  
Steve Bradshaw, Chairman

# DRAFT



## Bonner County Board of Commissioners

Luke Omodt

Steve Bradshaw

Asia Williams

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

August 8, 2023 – 9:00 A.M.

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

On Tuesday, August 8, 2023, the Bonner County Commissioners met for their regularly scheduled meeting with Commissioners Bradshaw, Omodt, and Williams present. Commissioner Bradshaw called the meeting to order at 9:00 a.m. The Invocation was presented by Pastor Dan York and the Pledge of Allegiance followed.

#### ADOPT ORDER OF THE AGENDA

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

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

**DISTRICT 2 REPORT** – Commissioner Williams gave an extensive report of issues and activities.

#### Public Questions:

Dan Rose – Question on Budget Noticing/Hearings for individual departments.

Monica Gunter – Comment on the campground at the Fairground.

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

#### CONSENT AGENDA – Action Item

1) Bonner County Commissioners' Minutes for August 1, 2023

2) Liquor License: Savory, Sandpoint, ID

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

#### CLERK – Michael Rosedale

Brief discussion regarding agenda items and budget process.

#### Public Comment:

Dave Bowman asked about hearings/noticing for budgets.

Trisha Bowlin asked about budget hearings being livestreamed.

- 1) Action Item: Discussion/Decision Regarding FY23 Claims Batch #22 \$1,476,993.99 & Demands in Batch #22 \$812,112.76; **Totaling \$2,289,106.75**

Claims Batch #22	
General Fund	\$ 60,968.53

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Road & Bridge	\$	1,226,244.39
Airport	\$	1,711.03
Elections	\$	1,988.41
Drug Court	\$	227.55
District Court	\$	27,181.50
911 Fund	\$	9,012.79
Revaluation	\$	595.43
Solid Waste	\$	79,931.45
Tort	\$	3,040.32
Weeds	\$	126.13
Parks & Recreation	\$	515.04
Justice Fund	\$	57,549.39
Waterways	\$	931.31
Grants	\$	6,970.72
<b>Total</b>	<b>\$</b>	<b>1,476,993.99</b>
Demands Batch #22		
Demands	\$	812,112.76

Commissioner Omodt made a motion to approve payment of the FY23 Claims and Demands in Batch #22 Totaling \$2,289,106.75. Commissioner Williams seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. All in favor. The motion passed.

- 2) Action Item: Discussion/Decision Regarding FY23 EMS Batch #22 \$81,531.60 & Demands in Batch #22 \$109,197.49; **Totaling \$190,729.09**

EMS Claims Batch #22		
Ambulance District	\$	81,531.60
EMS Demands Batch #22		
Demands	\$	109,197.49

Commissioner Williams made a motion to approve payment of the FY23 EMS Claims and Demands in Batch #22 Totaling \$190,729.09. Commissioner Omodt seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. All in favor. The motion passed.

**AIRPORT – Dave Schuck**

- 1) Action Item: Discussion/Decision Regarding Leasing Lot 11 at Priest River Airport  
 Commissioner Omodt made a motion to enter into the lease for Lot 11 at Priest River Airport and that the chairman sign administratively. Commissioner Williams seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. All in favor. The motion passed.
- 2) Action Item: Discussion/Decision Regarding Aviation Legal Counsel Engagement Recommendation  
 Commissioner Williams made a motion to engage Pillsbury to act as Bonner County Airport’s legal counsel and that the chairman sign administratively. Commissioner Omodt seconded the motion. Roll call vote:

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Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. All in favor. The motion passed.

## **FACILITIES – Teddi Lupton**

- 1) Action Item: Discussion/Decision Regarding Surplus of a 2007 Ford F-150 Pickup, VIN#1FTRX14W27FB87739; **Resolution**

Commissioner Omodt made a motion to approve Resolution #2023-60 Facilities Vehicle Surplus for one 2007 Ford F-150 Pickup, VIN#1FTRX14W27FB87739. Commissioner Williams seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. All in favor. The motion passed.

- 2) Action Item: Discussion/Decision Regarding Acceptance of Materials Testing and Special Inspections for the EMS Station #1 and Offices; **\$42,046**

Commissioner Williams made a motion to authorize the acceptance of the Allwest proposal for the EMS Station #1 and Office complex in the amount of \$42,046 and the chairman sign administratively. Commissioner Omodt seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. All in favor. The motion passed.

Commissioner Bradshaw advised that those who would like to speak during the business meeting will need to address the chair and after being recognized by the chair then they can speak, there will be no public comment until the behavior changes.

Commissioner Bradshaw reconvened the meeting at 9:41 a.m. for ten minutes.

Commissioner Bradshaw reconvened the meeting at 9:56 a.m.

## **EXECUTIVE SESSION – Planning**

- 1) Executive Session under Idaho Code § 74-206 (1) (B) Personnel  
Action Item: Discussion/Decision Regarding Personnel, Planning

At 9:56 a.m. Commissioner Omodt made a motion to go into Executive Session under Idaho Code § 74-206 (1) (B) Personnel. Commissioner Bradshaw stepped down from the chair and seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Absent, Commissioner Bradshaw – Yes. The motion passed.

Commissioner Bradshaw reconvened the meeting at 10:03 a.m.

Commissioner Omodt made a motion to proceed as directed. Commissioner Bradshaw stepped down from the chair and seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Absent, Commissioner Bradshaw – Yes. The motion passed.

## **EXECUTIVE SESSION – Human Resources**

- 1) Executive Session under Idaho Code § 74-206 (1) (B) Personnel  
Action Item: Discussion/Decision Regarding Personnel, Fairgrounds

At 10:04 a.m. Commissioner Omodt made a motion to go into Executive Session under Idaho Code § 74-206 (1) (B) Personnel. Commissioner Bradshaw stepped down from the chair and seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Absent, Commissioner Bradshaw – Yes. The motion passed.

Commissioner Bradshaw reconvened the meeting at 10:24 a.m.

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Commissioner Omodt made a motion to proceed as directed. Commissioner Williams seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. All in favor. The motion passed.

## **EXECUTIVE SESSION – BOCC**

1) Executive Session under Idaho Code § 74-206 (1) (D) Records Exempt & 74-206 (1) (B) Personnel  
Action Item: Discussion/Decision Regarding Budget, Personnel

At 10:25 a.m. Commissioner Omodt made a motion to go into Executive Session under Idaho Code §206 (1) (D) Records Exempt & 74-206 (1) (B) Personnel. Commissioner Williams seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. All in favor. The motion passed.

Commissioner Bradshaw reconvened the meeting at 11:11 a.m.

Commissioner Omodt made a motion to proceed as directed. Commissioner Bradshaw stepped down from the chair and seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Absent, Commissioner Bradshaw – Yes. The motion passed.

Commissioner Bradshaw adjourned the meeting at 11:11 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 August 1, 2023 – August 7, 2023  
Copies of the complete meeting minutes are available upon request.

On Tuesday, August 1, 2023, Wednesday, August 2, 2023, Thursday, August 3, 2023, and Friday, August 4, 2023,  
Budget Workshops/Executive Sessions were held pursuant to Idaho Code §74-204 (2) 74-206 (1) (D) Records  
Exempt & 74-206 (1) (B) Personnel

On Monday, August 7, 2023 A Department Head Meeting was held pursuant to Idaho Code §74-204 (2).

On Monday, August 7, 2023 an Insurance Update was held pursuant to Idaho Code §74-204 (2) and Idaho Code §  
74-206 (1) (D) Records Exempt.

ATTEST: Michael W. Rosedale

By \_\_\_\_\_  
Chairman Steve Bradshaw

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

\_\_\_\_\_  
Date

2023

BONNER COUNTY  
STATE OF IDAHO

No. 2023-57

\*\*\*Transferred\*\*\*  
\*\*\*08/04/2023\*\*\*

# RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT \_\_\_\_\_ HUSKY MOUNTAIN ACQUISITION INC  
doing business as \_\_\_\_\_ SCHWEITZER MOUNTAIN RESORT  
at \_\_\_\_\_ 1000 SCHWEITZER MTN RD, SANDPOINT, ID 83864

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

Dated: 08/04/2023

Transfer Fee \$20.00

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

Bottled/canned beer, Consumed off premise

Bottled/canned beer, Consumed on premise

Draft beer, Includes draft, bottled, and/or canned

Wine by the glass

Wine by the bottle

Liquor

Application Fee

Total \$20.00

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

(SE) Bandi Flaherty  
Clerk of the Board of County Commissioners

\_\_\_\_\_  
Chairman

This license is TRANSFERABLE and EXPIRES 11/30/2023.  
Witness my hand and seal this 15th of August, 2023.

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Additional Information, ONLY for:  
Transfer of license holders  
Change in facility location  
Change in services offered or  
Change in business name

Transfer of license from one owner to another

Previous Owner Name: Schweitzer Mountain Ski Operations LLC  
Previous Business Address: 10000 Schweitzer Mtn Rd, Sandpoint, ID 83864  
New Owner Name: HUSKY MOUNTAIN ACQUISITION INC  
New Business Address: SCHWEITZER MOUNTAIN RESORT

PREVIOUS OWNER'S SIGNATURE:

Dennis M. Weibling  
Dennis M. Weibling, Authorized Agent for Schweitzer Mountain Ski Operations LLC

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 7<sup>th</sup> DAY OF August, 2023.



Deborah C. Tabada  
Notary Public or Clerk of Board of County Commissioners  
Commission Expires: 2/9/27  
Residing At: Duvall, WA

Change in business location (current license holder moved to new facility)

Old Address: \_\_\_\_\_  
New Address: \_\_\_\_\_

Change in services offered (added or removed services from last year's license)

Added a Beverage Service: \_\_\_\_\_  
Removed a Beverage Service: \_\_\_\_\_

Change in business name (current license holder changed name of business)

Old Business Name: \_\_\_\_\_  
New Business Name: \_\_\_\_\_

FOR OFFICE USE ONLY

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

# IDAHO ALCOHOL BEVERAGE CATERING PERMIT

BUSINESS NAME: TRINITY AT CITY BEACH

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

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

FACILITY ADDRESS: 58 BRIDGE STREET CITY: SANDPOINT COUNTY: BONNER

STATE OF IDAHO ALCOHOL BEVERAGE LICENSE NUMBER: 3908 PREMISE NUMBER: 7B-38

DATES PERMIT TO BE USED: FROM 08/25/2023 TO 08/25/2023 TIME: FROM 04:00 P M TO 11:00 P M.

LOCATION WHERE PERMIT WILL BE USED (ADDRESS & ROOM NUMBER): 10881 NORTH BOYER SANDPOINT ID 83864

TYPE OF EVENT: ANNUAL ART PARTY EVENT NAME (IF APPLICABLE): POAC ANNUAL ART PARTY

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

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.

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

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

BONNER COUNTY CLERK 1500 HIGHWAY 2 SUITE 335 SANDPOINT, ID 83864 (208) 265-1490

# DRAFT

## Bonner County Planning Department

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



## Board of County Commissioners Memorandum

August 3, 2023

To: Board of County Commissioners

From: Rob Winningham, Bonner County Planner

**Subject: Final plat, MLD0029-23 Berry Canyon Wood 1st Addition**

The above referenced plat is a minor land division dividing one (1) 20.32-acre parcel and one (1) 8.54-acre lot into one (1) 8.54-acre lot, one (1) 7.96-acre lot and one (1) 12.36-acre lot. The property is zoned R-5/Industrial and meets the requirements of that zone. The property is served by The proposed lots will be served by individual septic, individual well, Northside Fire District, Bonner School #84 and Avista Utilities. The property is accessed off Sand Creek Parkway, a 60'-wide public ROW and Berry Canyon Rd, a 60'-wide private easement. The parcel is located in a portion of Section 06, Township 58N North, Range 01 West, Boise Meridian, Idaho. The plat was approved by Bonner County on June 21, 2023.

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

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

Distribution: Jake Gabell  
Janna Berard  
Rob Winningham

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

Consent Agenda

Recommendation Acceptance:  Yes  No

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

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

# DRAFT

## Bonner County Planning Department

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

August 07, 2023

To: Bonner County Board of County Commissioners  
From: Robert Winningham, Bonner County Planning Tech  
**Subject: Final plat, MLD0027-23 – PEIRONE ESTATES**

The above referenced plat is a minor land division dividing a 6.96-acre lot into three (3) 1.00 acre lots and one (1) 3.97 acre lot. The property is zoned Recreation and meets the requirements of that zone. The property is served by Granite Reeder Bay Water and Sewer District, individual wells and Northern Lights, Inc. for power. The property is located within West Priest Lake Fire District. It is accessed off Hagman Road, a public road. The parcel is located in a portion of Section 16, Township 61 North, Range 4 West, Boise Meridian, Idaho. The plat was approved by Bonner County on July 11, 2023.

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

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

Distribution: Jake Gabell  
Janna Berard  
Robert Winningham

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

Consent Agenda

Recommendation Acceptance:  Yes  No

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

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

# DRAFT

## Bonner County Planning Department

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



## Board of County Commissioners Memorandum

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August 8, 2023

To: Board of County Commissioners  
From: Rob Winningham, Bonner County Planning Tech  
**Subject: Final plat, MLD0032-23 – O'BRIEN HOMES**

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The above referenced plat is a minor land division dividing one (1) 28.036 acre parcel into one (1) 15.373 acre lot and one (1) 12.663 acre lot. The property is zoned Agriculture/Forest 10 (A/F 10) and meets the requirements of that zone. The property is served by individual septic, individual well, Spirit Lake Fire District, Bonner School #83 and Northern Lights. The property is accessed off Kelso Lake Road, a Bonner County-owned and maintained paved road. The parcel is located in a portion of Section 23, Township 54 North, Range 04 West, Boise Meridian, Idaho. The plat was approved by Bonner County on July 13, 2023.

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

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

Distribution: Jake Gabell  
Janna Berard  
Rob Winningham

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

Consent Agenda

Recommendation Acceptance:  Yes  No

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

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





IDAHO STATE POLICE  
700 S. STRATFORD DR.  
MERIDIAN, ID 83642

# DRAFT

## Invoice

Invoice Number	IN275
Invoice Date	07/01/2023
Due Date	07/31/2023
Terms	Net 30
Contact Name	Financial Services Office
Phone Number	208-884-7030

<b>Bill To</b>	
BONNER COUNTY SHERIFFS OFFICE 4001 N BOYER AVE SANDPOINT, ID 83864	
Customer Number	100009

<b>Bill From</b>	
IDAHO STATE POLICE 700 S STRATFORD DR MERIDIAN, ID 83642	
Financial Services Office: 208-884-7030 Bureau of Criminal Identification: 208-884-7130 Peace Officer Standards and Training: 208-884-7250 ILETS: 208-884-7130	
Billing Agency	330

Item	Description	Quantity	Unit Price	Net Amount
ILETS ACCESS FEE CTY/MUN	ILETS July-Sept 2023	1	1,356.25	1,356.25
ILETS USER FEES LVL 7	ILETS July-Sept 2023	1	12,656.25	12,656.25

**Make all Checks Payable to:**

Idaho State Police  
700 S Stratford Dr  
Meridian, ID 83642

Sub Total	14,012.50
Tax Total	0.00
Total Due	14,012.50



# DRAFT ENGINEERING DEPARTMENT

1500 Highway 2, Suite 101 • Sandpoint, ID 83864 • Phone: (208) 255-5681

Engineering  
Item #1

August 15, 2023

## Memorandum

To: Commissioners

From: Spencer Ferguson, Manager

Re: EMS Station No. 1 and Office Complex Change Order No. 1

On August 1, 2023, the BOCC awarded Kilgore Construction the contract for the EMS Station No. 1 and Office Complex project. The project total was \$7,190,000.00. The attached change order for the amount of \$9,193.76 is for construction of a temporary sidewalk and crosswalk striping along Ontario Street. The additional cost will bring the total contract price to \$7,199,193.76

The City of Sandpoint has mandated that only brief sidewalk closures are allowed during project construction. As a result, the proposed temporary sidewalk and detour are necessary to address pedestrian safety and City requirements.

Distribution: Original to BOCC  
Email copy to Teddi Lupton

Auditor Review       

**Suggested Motion:** Mr. Chairman based on the information provided, I move to that the County approve Change Order No. 1 for the EMS Station No. 1 project provided by Kilgore Construction in the amount of \$9,193.76 for the purpose of constructing a temporary sidewalk along Ontario Street. I further move to authorize the Chairman to sign the change order administratively.

Recommendation Acceptance:  yes  no

\_\_\_\_\_  
BOCC Chairman

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



# DRAFT

**GENERAL CONTRACTOR**

P.O. Box 367 • 18621 N. Yale • Colbert, WA 99005 • office: 509-238-0703 • fax: 509-238-0704 • www.kcispokane.com

## CHANGE ORDER PROPOSAL SUMMARY

PROJECT: Bonner Count EMS and Office Complex

DATE: 8/8/2023

COP: #01

REVISION: N/A

DESCRIPTION I. Road closure added expenses per RFI #02.

### A. - SUMMARY

	<u>Craft</u>	<u>Amount</u>
1. -	GENERAL CONTRACTOR	2,644.02
2. -	SUBCONTRACTOR	5,607.50
3. -	PROFIT & OVERHEAD	676.98
4. -	BOND & INSURANCE	265.27

**TOTAL COST**

**9,193.76** excludes WSST

### B - CONTRACTOR

KILGORE CONSTRUCTION, INC. AGREES TO PERFORM ALL WORK AS DESCRIBED IN THIS CHANGE ORDER PROPOSAL FOR THE AMOUNT AS SHOWN ABOVE.

Signed JAD Kilgore Date: 8/8/23  
 \_\_\_\_\_  
 Jad Kilgore - President

Printed Name: JAD KILGORE

### C - ARCHITECT

ARCHITECT REVIEW AND ACCEPTANCE OF PROPOSED PRICING:

Signed R.J. Colburn Date: 8-8-23  
 \_\_\_\_\_  
 Architect

Printed Name: R.J. Colburn, AIA

### D - OWNER / REPRESENTATIVE

OWNER HEREBY AGREES TO THE ABOVE CHANGES TO THE CONTRACT SCOPE AND CONTRACT AMOUNT.

Signed \_\_\_\_\_ Date: \_\_\_\_\_  
 Owner or Owners Representative

# Wood's **DRAFT** Serving the great northwest since 1975.

## **CRUSHING & HAULING, INC.** **ROCK • ASPHALT • CONCRETE**

Sandpoint, ID • 208-263-4800

<b>To:</b> Kilgore Construction Inc.	<b>Contact:</b> Justin Lathrop
<b>Address:</b> P.O. Box 367 Colbert, WA 99005	<b>Phone:</b> (509) 238-0703 <b>Fax:</b> (509) 238-0704
<b>Project Name:</b> Kilgore Temp Sidewalk	<b>Bid Number:</b> 23258
<b>Project Location:</b>	<b>Bid Date:</b> 8/7/2023

We are pleased to submit the following estimate for your consideration

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Mobilization	1.00	LS	\$1,000.00	\$1,000.00
Grade And Compact Existing Material 125' X 6'	750.00	SF	\$2.45	\$1,837.50
2" Hot Mix Asphalt 125' X 5'	9.00	TON	\$280.00	\$2,520.00

**Total Bid Price: \$5,357.50**

**Notes:**

- Excludes Traffic Control
- Excludes Tactile Warning Surfaces
- Due to fluctuating costs of fuel and asphalt oil any increase in price will be passed on to the customer
- It is understood that the above is an estimate of the quantities to be done and that the payment shall be made at the stated unit prices on the actual quantities of work performed by the company as determined upon completion of work
- ITD Public Works: 11242-AAA-4  
WA Contractor # WOODSCH121DQ  
MT Contractor # 14219  
Construction Contracting Business: RCE-1911
- Prices may be withdrawn if not accepted within 15 days of receiving this proposal

**Payment Terms:**

Payment is due within 30 days upon receiving invoice

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Wood's Crushing And Hauling Inc.</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Scott Wood</p>
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6602 E. MAIN AVE  
SPOKANE VALLEY, WA 99212-0833

(509) 534-2619 Phone  
(509)534-2619 Fax  
sales@natbarr.net

**DRAFT**

# Estimate

Date	Estimate #
8/7/2023	12442 - E

Name / Address
KILGORE CONSTRUCTION PO BOX 367 COLBERT, WA 99005

Ship To

Rep	CONTACT	PO# / Proj Name	Terms	Date Req'd
T.P.	JEFF 509 710 3932		NET 30	9/6/2023

Qty	Description	Rate	Total
2	24X12 R9-9 EG - SIDEWALK CLOSED	39.00	78.00
1	24X12 .080 EG - SIDEWALK CLOSED CROSS HERE <-----	39.00	39.00
1	24X12 .080 EG - SIDEWALK CLOSED CROSS HERE ----->	39.00	39.00
4	TYPE I EG PLASTIC/GALVANIZED BARRICADE	69.00	276.00
justin@kcispokane.com			
<p><i>IN BASE BID - NO ADD COST</i></p>			

CUSTOMER IS RESPONSIBLE FOR ACCURACY OF PRODUCT(S) QUOTED  
INCLUDING QUANTITY, SIZE AND DESCRIPTION.

Thank you for the opportunity to quote!

Prices are valid for 30 DAYS

SALES@NATBARR.NET

WWW.NATIONALBARRICADEANDSIGN.COM

Subtotal	\$432.00
Sales Tax (0.0%)	\$0.00
<b>Total</b>	<b>\$432.00</b>

# DRAFT



## Bonner County Justice Services

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

July 26, 2023

### Memorandum

Justice Services  
Item #1

To: Bonner County Commissioners

From: Ron Stultz, Director

Re: Northern States Pest Control pest management contract, 10/01/2023 to 10/01/2024

It is recommended that the Board of County Commissioners approve the Northern States Pest Control pest management contract for the term of one year, October 1, 2023, to October 1, 2024, at a cost of \$780.00 (\$195.00 per visit, 4 visits) for quarterly spraying at the Bonner County Justice Services building as approved by legal.

**Distribution:** Original to Justice Services, Ron Stultz

A suggested motion would be: I move to approve the Northern States contract as set forth above for a total cost of \$780.00.

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

Commissioner Steven Bradshaw, Chair

Approved by legal

# DRAFT



1415 N Boyer Ave. Ste. E  
Sandpoint, ID 83864  
(208) 265-9619

July 20, 2023

Bonner County Juvenile Detention Center  
4002 Samuelson Ave  
Sandpoint, ID 83864  
Attn: Devin Simmons

Re: Pest management

Thank you for the opportunity for Northern States Pest & Weed Control to submit the below proposal for the pest management services at 4002 Samuelson Ave, Sandpoint, ID 83864 from October 1, 2023 to October 1, 2024. We recommend quarterly spray for spiders, wasps, hornets, stink bugs and other general pests. This service will offer a 1 year warranty on services provided. The fee for services will be \$195.00 per visit. (Quarterly services are usually every other month spring to late fall.)

Upon acceptance of this bid, please sign and return this document by e-mail or by mail at:  
Northern States Pest & Weed Control

1415 N. Boyer Ave.  
Ste. E  
Sandpoint, ID 83864

If you have any questions concerning this quote for service please call us at (208)265-9619.  
We look forward to working with you again.

Regards,

Clint Eberley  
Owner/Operator

\_\_\_\_\_  
Bid Accepted By

\_\_\_\_\_  
Date

# DRAFT



## Bonner County Justice Services

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

August 07, 2023

### Memorandum

Justice Services  
Item #2

To: Bonner County Commissioners

From: Ron Stultz, Director

Re: Asphalt Sealer – Justice Services

It is recommended that the Board of County Commissioners approve the cost for Asphalt Sealing/Restripe at Justice Services as set forth in the attached estimate from Selkirk Sealcoat in the amount of \$9,045.40. Payment for the asphalt sealing/restripe will be made from Justice Fund FY22-23 Budget, Account No. 03410/7530 Repairs/Maintenance in the amount of \$9,045.40.

**Distribution:** Send directly back to Justice Services

A suggested motion would be: I move to approve the cost for sealcoating/restripping at Justice Services in the amount of \$9,045.40 as set forth above.

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

Commissioner Steven Bradshaw, Chair

Approved by Procurement -

Handwritten signature of Teddl Lupton in cursive script.  
\_\_\_\_\_  
Teddl Lupton



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Estimate

631 White Mtn Rd  
 Sandpoint, ID 83864  
 208-290-4661  
 jeff@selkirksealcoat.com  
 www.selkirksealcoat.com

ADDRESS  
 Bonner County Juvenile Detention  
 Center  
 4002 Samuelson Ave  
 Sandpoint, Id 83864

ESTIMATE #            DATE  
 118133                08/07/2023

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Sealcoat 1	Clean & Apply 1 coat of asphalt sealer to Approx. 25430 sq ft	25,430	0.28	7,120.40
Crackfill	Clean & Fill cracks	1	775.00	775.00
Restripe	Restripe entire lot	1	1,150.00	1,150.00
<b>TOTAL</b>				<b>\$9,045.40</b>

We agree to furnish all labor and materials, complete, according to the above specifications. Payment will be due on completion of work. (If credit is desired, arrangements must be made in advance). Delinquent accounts shall be charged interest rates of 1.5% per month (annual rate of 18%). All costs of collection, including reasonable attorney fees shall be recovered by Selkirk Sealcoat Inc., should it be necessary to file suit for collection.

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory, and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above. All credit cards will be charged additional 3.5%.

Accepted By

Accepted Date

Idaho Public Works 007218-D-4  
 WA Contractor #SELKIS180808  
 Idaho Contractor Reg#RCE-35410



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## BONNER COUNTY

### EMERGENCY MANAGEMENT

1500 Highway 2 Suite 101, Sandpoint, Idaho 83864  
Phone (208) 265-8867 Fax (208) 263-9084

August 15, 2023

Emergency  
Management  
Item #1

## MEMORANDUM

**To:** Commissioners

**Re:** Memorandum of Understanding between Bonner County and IDL

This Memorandum of Understanding between Bonner County and the Idaho Dept. of Lands is for a grant award in the amount of \$100,000 for hazardous fuels treatment associated with the BonFire Program. The funds identified will be used for the Buckskin Prospect-Phase III project in the Lakeview/Kilroy Bay area. No Cost Share is associated with this funding.

Attached is the is the MOU for review and signature

**Distribution:** 1 – Original MOU to Emergency Management  
2 – Auditors  
\_\_\_\_\_ Legal

**A suggested motion would be:** Mr. Chairman based on the information before us I move that the County approve the Memorandum of Understanding Grant# 22HFR1-Bonner in the amount of \$100,000.00 and allow the chair to sign.

Recommendation Acceptance:  yes  no \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Steven Bradshaw, Chairman

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Grant Number: 22HFR1-Bonner

Project Code (IDL use only):

## MEMORANDUM OF UNDERSTANDING

Between

Idaho Department of Lands  
And  
Bonner County

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This Memorandum of Understanding (MOU) between the Idaho Department of Lands and Bonner County, hereinafter respectively referred to as IDL and GRANTEE, is intended to support the **Buckskin-Prospect III** project. The purpose of this grant is to conduct hazard fuel treatment work on non-federal lands adjacent to the US Forest Service (USFS) projects Buckskin Saddle and Chloride Gold, where similar work is being conducted on federal lands in Bonner County. This effort is being undertaken in Bonner County to link the efforts of the USFS with non-federal land treatment(s) to create landscape level wildfire hazard abatement.

IDL, in cooperation with USDA Forest Service, agrees to reimburse the GRANTEE for allowable expenditures not to exceed the grant award amount of **\$100,000**. Funds are provided by 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 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. 22-DG-11010000-014. The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance – CFDA) number and name are 10.697, State & Private Forestry Hazardous Fuel Reduction Program.

GRANTEE is subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

*NOTE: Copies of the Codes of Federal Regulations can be obtained on-line.*

- 2 CFR Part 200—  
<http://www.ecfr.gov/cgi-bin/text-idx?SID=9428273b8bb558c96bb4f2896b749be6&mc=true&node=pt2.1.200&rqn=div5>
- 2 CFR Part 400—  
<http://www.ecfr.gov/cgi-bin/text-idx?SID=96ea75fd74bd92e1ff1744fc05f15e4f&node=pt2.1.400&rqn=div5>

**The grant guidelines and conditions as set forth by the USDA-FS and IDL include the following:**

### **PROJECT SPECIFIC TERMS**

1. **Project Scope and Estimated Budget:** The GRANTEE will adhere to the provisions outlined in this MOU, budget found in Appendix A, and any future revisions per agreement with IDL.

No changes to the project will be allowed unless the GRANTEE submits a written request for approval to this office before changes are made and at least 10 days prior to the grant end date, and this request is approved in writing by an authorized representative of IDL identified in this agreement.

*NOTE: IDL is not obligated to fund changes not approved in this manner.*

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## Specific Project Scope Items to Be Completed Include:

See *Reimbursement Terms* section of MOU starting on page 4 for additional details regarding required documentation of activities and expenditures.

- a. **Overall project management**—develop contracts and or request for proposals; administer contracts; coordinate treatments with private landowners and implement practices (as specified below); and oversee/inspect and monitor all project components.
- b. **Hazard Fuel Reduction**—All templates for or related to the landowner agreement will be provided to the IDL representative listed in this MOU for review in advance of use.
  - i. Only project areas adjacent to USFS projects and listed in the County’s current County Wildfire Protection Plan (CWPP) shall be treated.
  - ii. Enter into an official written agreement(s) with each landowner whose lands will be evaluated or treated under this MOU. (See Reimbursement Terms clause 4.e. on page 5 of this MOU for more details.) Agreements at minimum will include:
    - 1) Authorization to access the property and or to conduct the work stipulated in the prescription
    - 2) Treatment location (i.e., latitude/longitude, address or parcel number)
    - 3) Number of acres to be treated
    - 4) A written treatment prescription specific to landowner property and agreed to by landowner (see below clause for details)
  - iii. Identify, develop prescriptions, flag and map treatment unit boundaries that are most beneficial for a community and favor seral and fire-resistant species.
    - 1) Prescriptions will outline what will be removed/reduced and the method to be utilized (mechanical, burning, etc.) and be documented in the signed agreement with the landowner. All dbh trees will be considered in order to meet below objective.
      - a) Prescriptions will provide for the modification of fire behavior to reduce wildfire impact on non-federal lands during a wildfire event.
  - iv. Treat hazardous fuels on approximately 34 footprint acres of private lands within the Buckskin-Prospect III project area as identified on map in Appendix B.
    - 1) Mechanical or hand treatment methods will be used to thin vegetation by removing standing, down and dead timber; removing ladder fuels by limbing/pruning; and thinning/removing underbrush. Slash will be utilized for firewood, chipped, or piled and burned as environmental and site conditions allow.
  - v. GRANTEE or its contractors (not the landowners) will handle all slash abatement directly within the grant time period.
- c. **Education**—In-person outreach to landowners will be conducted to augment on-the-ground treatments and to increase awareness of wildfire hazard in project areas—personal responsibility of fuels management, home hardening, and wildfire emergency evacuation—beyond what grant assistance can offer.
  - i. An **Activities Summary Form** provided by IDL (or equivalent) will be completed and include the date of initial face-to-face contact/wildfire event; name of individual

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landowner or wildfire event; and for wildfire specific education events, number of participants or contacts made. (Subsequent contacts with the same landowner are not to be counted as additional education outreach.)

2. **Grant Award Expiration:** This grant award and project period begins on the date of signature of this MOU by both parties and ends on **November 30, 2025**. All reimbursable expenditures and activities must occur within the project period. Time extension requests must be received by IDL in writing 10 business days prior to the project end date and be approved by IDL's authorized representative in writing by November 30, 2025 to be binding. Federal and state laws and regulations pertaining to grants, records, and auditing may remain enforceable longer. Local laws and regulations, which may be more restrictive, apply.
3. **Grant Fund Use Restrictions:** Construction and research and development activities are **ineligible** for funding. Capital expenditures or purchases of single items of equipment or supplies with a lifespan of one year or more and having a fair market value of over \$5,000 per unit are **not eligible** for funding. Funds can only be used for the completion of scope items listed on page 2 and as outlined in the budget in Appendix A.
4. **Sale of Commercial Products:** All revenue generated from sold products that are a direct result of grant activities will be used to match or off-set project costs. No grant monies may be used to create profit from commercial goods for GRANTEE, landowner or contractors. Those activities must also comply with all forest practice laws, rules and regulations (cited in clause 5 below). Landowners will be encouraged to complete commercial practices prior to hazard fuel treatment practices under this grant being conducted. (Refer to Reimbursement Terms Section clause 5 on page 6.)
5. **State Laws, Rules, Policies and Guidelines:** The following must be adhered to and complied with by anyone doing work associated with this MOU.
  - a. Forest Practice and Hazard Fuel Laws and Rules. (Check with local fire managers as they may require more stringent standards to meet the local area needs.)
    - i. **Idaho Forestry Act and Fire Hazard Reduction Law**—Idaho Code, Title 38, Chapters 1 and 4, <https://legislature.idaho.gov/statutesrules/idstat/Title38/T38CH1/> and <https://legislature.idaho.gov/statutesrules/idstat/Title38/T38CH4/>
      - 1) Rules Pertaining to Forest Fire Protection—IDAPA 20.04.01 <https://adminrules.idaho.gov/rules/current/20/200401.pdf>
      - 2) Rules Pertaining to Idaho Forestry Act and Fire Hazard Reduction Laws—IDAPA 20.04.02 <https://adminrules.idaho.gov/rules/current/20/200402.pdf>
    - ii. **Idaho Forest Practices Act**—Idaho Code, Title 38, Chapter 13 <https://legislature.idaho.gov/statutesrules/idstat/Title38/T38CH13/>
      - 1) Rules Pertaining to the Idaho Forest Practices Act—IDAPA 20.02.01 <https://adminrules.idaho.gov/rules/current/20/200201.pdf>
      - 2) Information regarding Forest Practices Act Best Management Practices [www.idahoforestrybmps.org](http://www.idahoforestrybmps.org)
  - b. **Forest Health Slash Guidance**—fresh pine slash should not be created during the months of December through mid-July. If slash is created between those months, the slash must be treated to avoid *Ips* bark beetle infestation. Chipping or masticating is the preferred treatment if slash cannot be burned before spring.
  - c. Forest Management and Health Guidance as detailed in Appendix C.

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- d. **Idaho Code Title 54, Chapter 19 Public Works Contractors**—Contractors must have a Public Works License appropriate for the value of the contract for any work on public lands.
6. Grantee or any of its contractors subject to the Idaho Statute Title 38 must obtain and submit a Certification of Compliance—Fire Hazard Management Agreement—Notification of Forest Practice form and a Request for Variance (if needed) to IDL’s Private Forestry Specialist, Chris Remsen, Pend Oreille Lake Area IDL Office at 2550 Highway 2 West, Sandpoint, Idaho 83864 / 208-263-5104. Work on this hazard fuel treatment project will not begin until those forms are filed and approved.
7. **Hazardous Fuels Treatment Maintenance:** Funding through this MOU has been provided with the understanding that the treatment(s) will be maintained. Such maintenance activities will not be eligible for additional funding from IDL. The original treatment prescription should be followed for maintenance of the treatment(s) (see Appendix C).
8. **Performance Reports:** the GRANTEE shall submit annual performance reports unless a Progress Report/narrative was submitted with a reimbursement request during that period. If required, annual reports should be received by IDL by November 30 each year the grant is in effect. Performance reports shall include a narrative describing the work completed to date of the project with specific quantitative detail (i.e., acres treated, cost per acre or number of workshops conducted), as well as explain any barriers to timely project completion or cost overruns/high unit costs as applicable. GRANTEE will provide additional reporting information to IDL, as needed, for reports required by the federal funding source.

## **REIMBURSEMENT TERMS**

1. IDL shall make payments to GRANTEE on a reimbursement basis only. There can be no advances. IDL will reimburse allowable costs for those project activities, approved within this MOU, or modifications approved by both parties in writing, not to exceed the award amount.
2. Up to 15% of grant funds may be held back until the entire project is satisfactorily completed and approved by IDL.
3. **Indirect Cost Rate:** The GRANTEE has voluntarily elected to not charge this grant for indirect costs as defined in 2 CFR Part 200 and associated Appendices.
4. Requests for reimbursement payments can be submitted no more often than monthly but must be made at least annually. Each request will include a narrative summary of progress based on work completed in that billing period, an official reimbursement request form and supporting documentation of expenditures to be reimbursed. GRANTEE will submit reimbursement request package via:  
**Email:** [Reimbursements.FAB@idl.idaho.gov](mailto:Reimbursements.FAB@idl.idaho.gov)
  - a. Project costs must be documented on the **Reimbursement Request Form** provided by IDL. Documentation supporting all project costs submitted for reimbursement must accompany request. Copies of detailed, itemized and paid invoice/receipt (and payment proof such as check numbers) are required for all reimbursable expenses. Invoices at minimum should specify the date and type of activity; quantity and rate thereof; and location (if a treatment).
  - b. Any GRANTEE claiming reimbursement for employees’ time for work on this project must follow strict federal time recording requirements as specified in all OMB Circulars applicable to GRANTEE’s organization. Personnel being paid with federal grant funds (even when passed through a state agency) must document 100% of their actual individual paid time and effort and attribute it to specific projects. These personnel activity reports or equivalent, which include both grant funded activities and non-grant activities should be maintained by GRANTEE and made available if audited.

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- i. For reimbursement, GRANTEE must submit enclosed **Grant Recipient Labor Worksheet** or equivalent that records the actual amount of time for each day that each person spent on this specific grant project *for which reimbursement is sought*. The documentation needs to be signed by the staff person or supervisor aware of the work activities.
- c. An IDL **Progress Report** describing the work completed during the report period must be included with each reimbursement request. Detail what was accomplished over what period of time and by whom.
- d. All grant funded project activities and accomplishments (i.e., pre-commercial thinning or hazard fuel limbing, thinning or reduction) associated with the current reimbursement request must be reported at the time of its submission to IDL by populating the **IDL GIS Federal Grant Database**. (Access to the on-line portal will be arranged by IDL.) Only fully completed activities (including slash mitigation) that have been reimbursed or are being sought for reimbursement in the current request are to be populated in the **IDL GIS Federal Grant Database**. The responsibility for the completeness and accuracy of all data entered lies with the GRANTEE.
- e. Include with each reimbursement request:
  - i. A map of treated acres being sought for reimbursement if individual units are not fully treated (e.g., slash is unmitigated) and therefore not yet entered in to the **IDL GIS Federal Grant Database**. Treatment units should have a unique identifier that correlates to the landowner agreement, contractor invoices, etc. and is reflected on the map and a separate list if needed for clarity.
    - 1) Delineate treatment unit(s) on map with a polygon, line or point that shows location of the unit(s) and number of treated acres by unit, and the unique map id.
  - ii. An **Activities Summary Form** provided by IDL (or equivalent) to document initial in-person landowner education contacts/wildfire events to-date of reimbursement request period, as specified in Project Specific Terms section of this MOU.
  - iii. Before and after photos of project
  - iv. Copies of the agreements, between GRANTEE and individual landowners whose properties are being treated with grant funds, that:
    - 1) State the legal boundaries of the property as determined by landowner
    - 2) Authorize GRANTEE and IDL and their contractors or representatives access to the property as needed to assess conditions; develop, conduct, inspect treatments; and confirm maintenance
    - 3) Include treatment prescription (see Project Specific Terms clause 1.b. on page 2)
    - 4) Authorize work as defined in agreement to be done on landowner property (specify quantity of work e.g. number of acres to be treated or assessed)
    - 5) Specify what work, if any, will be the landowner's responsibility to complete, the plan to maintain the fuel modification (usually for a minimum of 10 years), and any other landowner requirements i.e., tax on personal gain from income etc.

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- f. Copies of deliverables, such as pamphlets, articles, web posts, etc. must be included with final reimbursement request or when GRANTEE requests reimbursement for expenses associated with deliverable (whichever occurs first).
5. Income generated directly from grant-funded activity, such as the sale of waste wood or workshop registration fees will be deducted from the amount reimbursed by IDL under this grant. If you are unclear whether your activity falls into this category, contact IDL Wildfire Risk Mitigation Program Manager, Tyre Holfeltz. Income may be invested in additional treatment work with approval of authorized IDL representative. (See Project Specific Term clause 4 on page 3.)
6. **Final grant reimbursement request must be received no later than December 31, 2025.** Funds not claimed by the GRANTEE by this date will be forfeited, unless IDL 's authorized representative extends the reimbursement period in writing.
  - a. The project will not be considered complete nor approved for final payment until:
    - i. All work agreed to in this MOU (or subsequently agreed to by both parties in writing) is satisfactorily completed and approved by IDL's authorized representative
    - ii. An IDL **Final Progress Report** summarizing overall project accomplishments is received and approved by IDL's authorized representative. The report should include quantification of accomplishments in relationship to this MOU's project scope and objectives. If any aspects were not accomplished, then reason for such should be provided. Also, any challenges encountered and how addressed, if applicable should be included. This report may be used by IDL to promote grant program accomplishments to funding source or the public.
    - iii. The **IDL GIS Federal Grant Database** is populated with all grant funded project accomplishments and a final **Activities Summary Form(s)** is received by IDL as specified in Project Specific Terms section of this MOU.
    - iv. Before and after photos of the project site are received by IDL
    - v. Copies of all deliverables are received by IDL
    - vi. Slash or other debris created by treatments has been burned, chipped, or removed from the property where the work was performed so as to comply with Idaho Statute Title 38.
7. IDL may request additional information, review, inspect and audit the completed work before reimbursement request(s) are paid.

## GENERAL TERMS

1. **Subawarding or Subgranting:** GRANTEE will not provide (sub) grants with funds received through this MOU. This prohibition includes direct payments to individual landowners.
2. **Contract and Purchasing:** All purchases of goods and services under this grant must be competitively procured in compliance with applicable federal and state laws and regulations and conveyed through a signed written agreement between the parties. Specifically, compliance with federal procurement standards 2 CFR §§200.318 through 200.327, **IDAPA 38 Title 05 Chapter 01—Rules of Division of Purchasing** (by state agencies) and **Idaho Code Title 67, Chapter 28—Purchasing by Political Subdivisions** (by city/county governments) is required. Provisions of federal or local laws and regulations, as well as GRANTEE policies, which may be more restrictive, also apply.

3. **Suspension and Debarment:** GRANTEE agrees that no vendor or contractor debarred or suspended from being able to work under a federal grant, according to the terms of 2 CFR Part 180, will receive funds under this MOU.
4. Costs associated with the project and approved in advance by IDL for travel, lodging and meals cannot exceed Idaho State and/or Federal rates for these expenditures. If costs will be higher, GRANTEE will request prior approval with justification before incurring these expenses. IDL will determine if requested costs are reasonable and appropriate.
5. All printed, electronic, or audiovisual materials (including on-line postings and press releases) developed or produced for public distribution or publication under this Agreement **must:**

- a. Be pre-approved by IDL's authorized representative prior to posting, duplication, publication and dissemination
- b. Include the following nondiscrimination statement in full for any materials funded with grant dollars:

***In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)***

***Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.***

***To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-992, or by writing a letter addressed to USA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:***

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or***
- (2) Fax: (833) 256-1665 or (202) 690-7442; or***
- (3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov).***

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement: ***"This institution is an equal opportunity provider"***.

- c. Acknowledge the funding source with a written or verbal statement, which provides credit such as: ***"This project is funded in part by the Idaho Department of Lands in cooperation with the USDA Forest Service."***
6. **Use of U.S. Forest Service Insignia:** Permission, in writing, must be granted from the U.S. Forest Service's Office of Communications to use the insignia on any published media, such as a webpage, printed publication, or audiovisual production. GRANTEE will consult with IDL regarding appropriate contact and process for obtaining permission.

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7. **Right to Copyright:** GRANTEE may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. IDL and the USDA Forest Service reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for its or the Federal government's purposes, and to authorize others to do so. IDL's and the USDA Forest Service rights cited above also apply to other intangible property and to data produced under this award.
8. **Legal Authority:** The GRANTEE shall have the legal authority to receive a grant and enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes having sufficient funds to pay the nonfederal share of project costs, when applicable.
9. **Authoritative Identifier:** A current and active Unique Entity ID number must be provided to IDL for GRANTEE to receive funding through this MOU. GRANTEE should maintain a registration with the System for Award Management (SAM) during the life of this agreement.
10. **Notifications:**
  - a. The GRANTEE shall immediately notify IDL in writing of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
  - b. The GRANTEE shall immediately inform IDL if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the GRANTEE or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, they shall notify IDL without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
  - c. GRANTEE agrees to immediately notify IDL if an employee associated with this grant project is convicted of a drug violation in the workplace. Notification must be in writing, identify the employee's position title, and the grant number of each MOU which the employee worked. The notification must be sent to IDL Program Manager within 10 calendar days after the GRANTEE learns of the conviction.
  - d. GRANTEE shall notify IDL of any changes to key positions and personnel (i.e., authorized GRANTEE representative and/or primary decision makers on project
11. **Eligible Workers:** The GRANTEE shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324(a)). The GRANTEE shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.
12. **Trafficking in Persons:** GRANTEE agrees that this award is subject to Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)). Violations and or failure to report violations can cause this award to be unilaterally terminated without penalty. For more details, see Appendix D.
13. **Transparency Act:** GRANTEE may need to provide information on this subaward and the compensation of its executives and understands that such information may be reported by IDL as required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252.

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14. **Members of U.S. Congress:** Pursuant to 41 U.S.C. 22 no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise there from, either directly or indirectly.
15. **Financial and Field Audits:** GRANTEE agrees to permit audits and post-audits by representatives of the State of Idaho, the USDA Forest Service, Inspectors General, and Comptroller General or their representatives, of the project sites and all records pertaining to the project covered by this MOU and access to personnel for discussion related to such documents. Records must be kept for a minimum of three (3) years after completion date of the project or until any litigation, claim, negotiation, audit or other action started before the expiration date is resolved (whichever is later.) GRANTEE's internal retention policies, which may be longer, also apply. Allowed access is not limited to the required retention period, but lasts as long as the records are retained.

**Financial Contact:**

***Idaho Department of Lands***

Jamie Baker  
Fiscal Department  
3284 W. Industrial Loop  
Coeur d' Alene, ID 83815  
208-769-1525 / 208-769-1524 (f)  
[jbaker@idl.idaho.gov](mailto:jbaker@idl.idaho.gov)

16. The persons authorized to make decisions and approvals regarding this project (or their supervisor) are:

***Idaho Department of Lands***

Tyre Holfeltz  
Wildfire Risk Mitigation Program Manager  
3284 W. Industrial Loop  
Coeur d' Alene, ID 83815  
208-666-8653 / 208-769-1524 (f)  
[tholfeltz@idl.idaho.gov](mailto:tholfeltz@idl.idaho.gov)

***Bonner County***

Bob Howard  
Director, Bonner County Emergency Mgmt  
1500 Hwy 2, Suite 101  
Sandpoint, ID 83864  
208-255-5681 (o) / 208-255-6901 (c)  
[Bob.Howard@bonnercountyid.gov](mailto:Bob.Howard@bonnercountyid.gov)

Vacant

Grants/Contracts Operations Analyst  
(for Reimbursement & Reporting questions)  
3284 W. Industrial Loop  
Coeur d'Alene, ID 83815  
208-666-8622 / 208-769-1524 (f)  
<Insert email address>

17. Failure to comply with the proposal/application or to meet the requirements herein may result in grant cancellation or the retention of grant funds by IDL. Misrepresentation of fact in the proposal/application or an accomplishment report may result in the revocation of the grant. IDL may require grant moneys already dispensed be returned. The responsibility lies with the GRANTEE to administer the program honestly and effectively, as the GRANTEE will be liable for any misappropriation or misuse of funds. If the project no longer effectuates the program goals or agency priorities, the MOU may be terminated in whole or in part. Note if there is a conflict between the proposal/application previously submitted to IDL and this MOU, this MOU takes precedence.
18. The GRANTEE shall comply with all Federal and State statutes relating to nondiscrimination and all applicable requirements of all other State and Federal Laws, Executive Orders, regulations, and

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policies. The GRANTEE assures that state and federal laws and certifications/policies are in place and adhered to including the following:

- a. Civil Rights—policies and practices of non-discrimination
  - b. Promoting Free Speech and Religions Freedom
  - c. Debarment and Suspension—no vendor or contractor debarred or suspended from being able to work under a federal grant will receive any money under this grant project. (The System for Award Management ([www.SAM.gov](http://www.SAM.gov)) maintains the list of individuals and businesses that are not to receive federal funding.)
  - d. Drug-Free/Smoke-Free Workplace
  - e. Lobbying—no grant funds will be used for lobbying to influence legislation
  - f. Avoidance of Conflict of Interest
  - g. Prohibition Against Using Funds with Entities Requiring Internal Confidentiality Agreements
  - h. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (see 2 CFR 200.216 and Public Law 115-232, Section 889 for additional information)
  - i. Whistleblower Protection (see 41 U.S.C. §4712 for additional information)
19. **Freedom of Information Act (FOIA):** Public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to “Freedom of Information” regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e). Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).
20. **Non-Liability:** The United States and IDL shall not be liable to GRANTEE for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by the GRANTEE or any third party.

**CONTINUED ON NEXT PAGE**

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21. The sections of this MOU are presumed severable. If any section, or part thereof, or the application of any section to any person or circumstance is declared invalid, that invalidity does not affect the validity of any remaining sections.

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**AGREED:**

**GRANTEE**

**AGREED:**

**Idaho Department of Lands**

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**Authorized Bonner County Official Signature**

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**IDL Authorized Signature**

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**Print Name**

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Archie Gray

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**Print Name**

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**Title**

**Date**

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Chief, Forestry Assistance Bureau

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**Title**

**Date**

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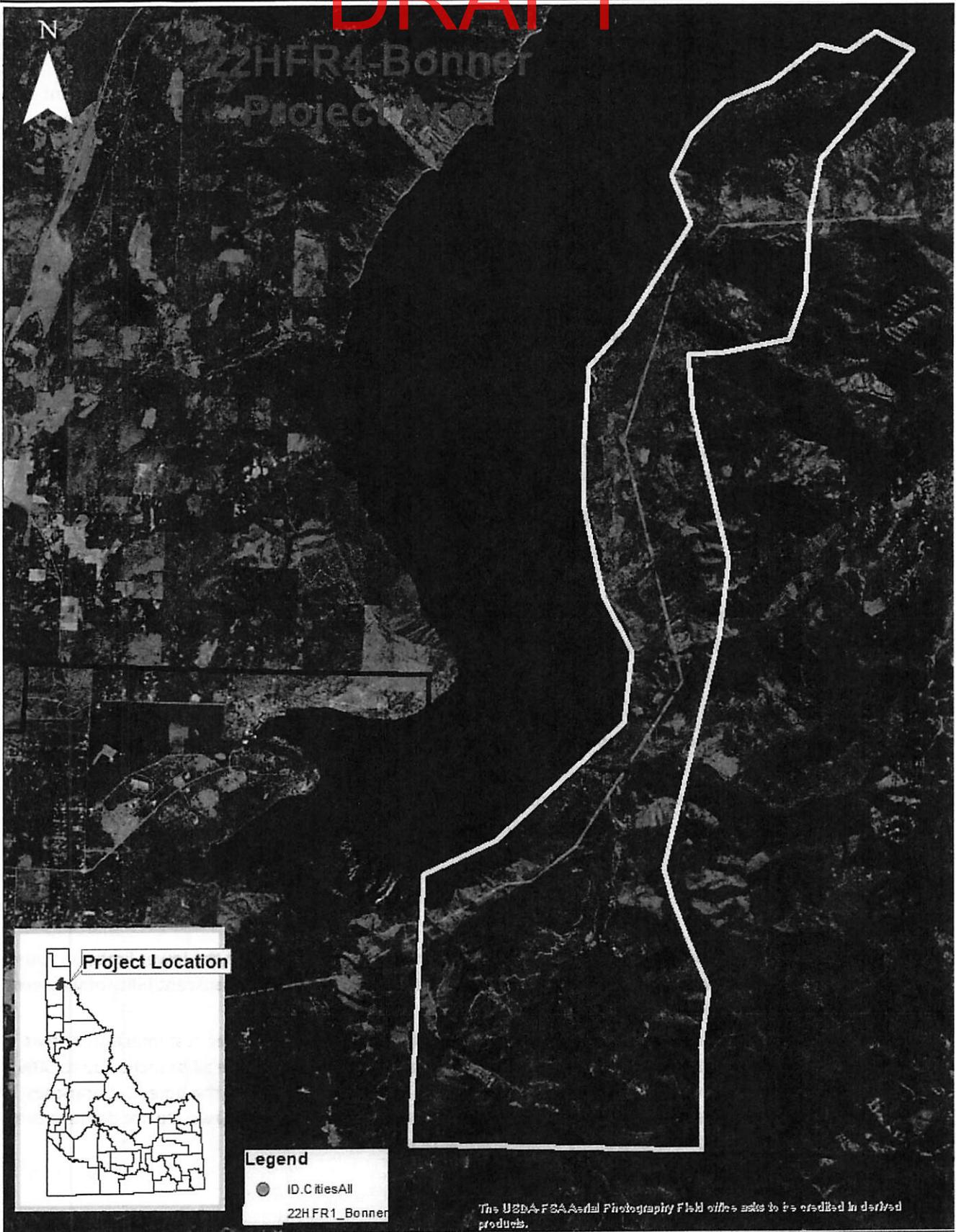
**GRANTEE's Active Unique Entity ID (SAM) #**

***This institution is an equal opportunity provider.***

<b>Project Budget Estimate Information</b>				
<b>PROJECT COSTS</b>				
(Add rows within sections as needed, see instructions at page bottom.)				
PROJECT EXPENSE DESCRIPTION	# UNITS & RATE	GRANT FUNDS REQUESTED	MATCH (Minimum 10% Cash or In-kind Required)	TOTAL
<b>PERSONNEL EXPENSES (List position titles, i.e. City Forester, Project Manager etc. and include benefits in wage rate)</b>				
Project Management	340.9 hours @ \$44/hr	\$15,000.00		\$15,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Total Personnel Expenses</b>		<b>\$15,000.00</b>	<b>\$0.00</b>	<b>\$15,000.00</b>
<b>OPERATING EXPENDITURES (Specify operating expenses, i.e. pick-up rental, travel, trees, mulch, office supplies etc.)</b>				
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Total Operating Expenses</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>CONTRACTED PROFESSIONAL SERVICES (Specify service contracted, i.e. thinning, graphic design, consultant, tree planting etc.)</b>				
Thinning / Removal of Hazardous Fuels	34 acres @ \$2500/ac	\$85,000.00		\$85,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Total Contracted Expenses</b>		<b>\$85,000.00</b>	<b>\$0.00</b>	<b>\$85,000.00</b>
<b>Total Indirect (calculated based on % of direct expenses)- % rate =</b>	<b>% rate=</b>			<b>\$0.00</b>
<b>TOTAL PROJECT COSTS</b>		<b>\$100,000.00</b>	<b>\$0.00</b>	<b>\$100,000.00</b>

Verification of Grand Totals	\$100,000.00	\$0.00	\$100,000.00
Difference between Grant Totals	\$0.00	\$0.00	\$0.00

NOTE: Difference totals must equal \$0.00 for budget to be correct & accepted.



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All standards in the Idaho Forest Practices Act administrative rules must be met while conducting any forest practice. Forest practices may include commercial harvesting, commercial thinning, or non-commercial thinning, any of which may produce significant slash. It is important to ensure all ground-based equipment stays out of Stream Protection Zones (SPZ). All piling, burning, and decking are limited to stable locations outside of the SPZ. Tree-retention standards must be met to provide adequate shade of streams. Large woody debris can contribute to fish habitat and stream bank stabilization. Sediment-filtering protections should be used where needed near stream channels and adjacent riparian areas.

## FOREST MANAGEMENT CONSIDERATIONS & FOREST HEALTH GUIDANCE

### PRESCRIPTION

A specific prescription based on site and stand conditions, and describes the desired prescription outcome will be written by a forester and pre-approved by IDL prior to implementation.

### THINNING

Determine preferred leave tree species and desired stand densities. Space trees according to professional forestry practices for the local area. For recommendations, contact the local IDL office.

#### *Desirable Leave Tree Characteristics*

Select leave trees with the following desirable characteristics:

- Straight stem
- Well-formed crown
- Crown class of dominant or co-dominant
- Crown ratio is 40% or larger
- Green needles, no discoloration of foliage
- Free or limited presence of insect or disease damage or symptoms. If present, damage or symptom does not affect growth or survival.
- Vigorous annual terminal growth for past 3 years
- Species preference to be determined by forester based on site and stand conditions

### PRUNING

#### *White Pine*

- The most common path of infection of white pine from blister rust is through the lower limbs on young trees. Pruning the lower limbs from the bole of young trees can minimize the susceptibility of western white pine to infection from blister rust.
- Prune all selected white pine 8 feet and greater in height that are free of blister rust infection or that have no bole canker or branch cankers less than 6 inches from the bole. Prune all branches up to 50% of the height of the tree to a maximum height of 8' and remove needles from the bole. Cut branches to within ½ inch of the limb collar with hand pruning shears, loppers or handsaws. Do not damage the bole of the tree or the retained limbs in the pruning operation.
- Additional information can be obtained from IDL.

#### *Mixed Species*

- It is not necessary to prune other species to improve forest health. Pruning other species may be warranted to meet County Wildfire Protection Plan treatments.

**DRAFT****SLASH MANAGEMENT**

Fuel hazards created by thinning or pruning expose the treated stand and adjacent areas to higher risk levels and must be addressed when setting thinning and pruning treatments. The Idaho Forest Practices Act, Idaho Forestry Act and the Fire Hazard Reduction Law and their associated administrative rules and guidelines provide the basis for the management of slash.

**Forest Health Protection**

To prevent Ips beetle attacks, thinning of pine should not occur during the months of December through mid-July. If slash is created between those months, the slash must be treated to avoid Ips bark beetle infestation. Chipping or masticating is the preferred treatment if slash cannot be burned before spring.

**MAINTENANCE OF SHADED FUELBREAKS**

Shaded fuel breaks must be maintained periodically. Frequency of retreatment depends on the forest's productivity (which affects how fast fuels re-accumulate) and how open of a condition is desired. Maintenance of shaded fuelbreak may include cutting, piling, burning, grazing, or herbicide treatments to reduce or prevent fuel accumulation. Develop a retreatment plan with some maintenance occurring each year. The necessary maintenance activities will be minimal if implemented on an annual basis. The original prescription treatment should be followed for maintenance.

**PLANTING**

Successfully establishing trees and shrubs depends upon many factors. To ensure tree and shrub survival, refer to the following technical specifications:

**Forestlands (typically conifers)**

<https://www.idl.idaho.gov/wp-content/uploads/sites/2/2021/09/FM-7.pdf>

**Riparian Forest Buffer, Stream bank and Shoreline Protection, Tree/Shrub Establishment, Upland Wildlife Habitat Management, Windbreak/Shelterbelt Establishment, and Hedgerows**

[http://www.nrcs.usda.gov/Internet/FSE\\_PLANTMATERIALS/publications/idpmstn10797.pdf](http://www.nrcs.usda.gov/Internet/FSE_PLANTMATERIALS/publications/idpmstn10797.pdf)

**Willow and Cottonwood Plantings**

[http://www.nrcs.usda.gov/Internet/FSE\\_PLANTMATERIALS/publications/idpmctn7064.pdf](http://www.nrcs.usda.gov/Internet/FSE_PLANTMATERIALS/publications/idpmctn7064.pdf)

**Riparian Restoration Planting**

Idaho Fish and Game's Handbook for Riparian Restoration and Use of Volunteers in Riparian Habitat Restoration (copies included on MOU Award packet CD if applicable to project).

**MONITORING OF TREATED AREAS****After the First Year**

Conduct a walk-through of the thinned area to determine the condition of the residual crop trees, and to document any insect/disease problems, animal damage, wind/snow damage, sun-scalding, and the condition of thinning slash.

Conduct a survival survey of planted areas. Install enough plots to determine that average number of live trees/acre meets the prescription specifications, planting objective, and FPA rules.

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***After the Fifth Year***

Conduct a formal survey with plots installed to determine species composition, and average heights and diameters along with radial increment growth rates since thinning occurred. Other items such as condition of thinning slash deterioration, and mortality of leave trees should be noted and documented in follow-up inspection reports (s).

Conduct a walk-through of planted areas to determine tree survival and document any insect/disease problems, animal damage, excessive weed competition, and wind/snow damage.

**TRAFFICKING IN PERSONS**

- a. **Provisions applicable to a Cooperator that is a private entity.**
1. You as the Cooperator, your employees, subrecipients under this award, and subrecipients' employees may not—
    - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - ii. Procure a commercial sex act during the period of time that the award is in effect; or
    - iii. Use forced labor in the performance of the award or subawards under the award.
  2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
    - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
      - A. Associated with performance under this award; or
      - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),".
- b. **Provision applicable to a Cooperator other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
  1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
    - i. Associated with performance under this award; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),".
- c. **Provisions applicable to any recipient.**
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
  2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
  3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. **Definitions. For purposes of this award term:**
1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. "Private entity":
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - ii. Includes:
      - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      - B. A for-profit organization.
  4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).



# DRAFT

## BONNER COUNTY EMERGENCY MANAGEMENT

1500 Highway 2 Suite 101, Sandpoint, Idaho 83864  
Phone (208) 265-8867 Fax (208) 263-9084

August 15, 2023

Emergency  
Management  
Item #2

### MEMORANDUM

**To:** Commissioners

**Re:** Memorandum of Understanding between Bonner County and IDL

This Memorandum of Understanding between Bonner County and the Idaho Dept. of Lands is for a grant award in the amount of \$240,000 for hazardous fuels treatment associated with the BonFire Program. The funds identified will be used for the SW Bonner Scattered Lands-Phase III project in the Hoodoo Valley area. Cost share of \$24,000.00 that is taken care of with Landowner & Utility clearing-labor contributions and Avista Partnership mitigation funds.

Attached is the is the MOU for review and signature

**Distribution:** 1 – Original MOU to Emergency Management  
2 – Auditors  
\_\_\_\_\_ Legal

**A suggested motion would be:** Mr. Chairman based on the information before us I move that the County approve the Memorandum of Understanding Grant# 22WFM-Bonner in the amount of \$240,000.00 and allow the chair to sign.

Recommendation Acceptance:  yes  no \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Steven Bradshaw, Chairman

## MEMORANDUM OF UNDERSTANDING

Between

Idaho Department of Lands  
And  
Bonner County

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This Memorandum of Understanding (MOU) between the Idaho Department of Lands and Bonner County, hereinafter respectively referred to as IDL and GRANTEE, is intended to support the **SW Bonner Scattered Lands - Phase III** project. The purpose of this grant is to implement wildfire mitigation activities on non-federal lands in SW Bonner County.

IDL, in cooperation with USDA Forest Service, agrees to reimburse the GRANTEE for allowable expenditures not to exceed the grant award amount of **\$240,000**. Funds are provided by Idaho Department of Lands in cooperation with the United States Department of Agriculture Forest Service (USDA-FS) as part of the National Fire Assistance Western Fire Managers (WFM) grant program which falls under the authority of the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended, through Federal Grant No. 22-DG-1101000-01. The Federal Assistance Listing (formally Catalog of Federal Domestic Assistance-CFDA) number and name are 10.664, Cooperative Forestry Assistance.

GRANTEE is subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

*NOTE: Copies of the Codes of Federal Regulations can be obtained on-line.*

- 2 CFR Part 200—

<http://www.ecfr.gov/cgi-bin/text-idx?SID=9428273b8bb558c96bb4f2896b749be6&mc=true&node=pt2.1.200&ran=div5>

- 2 CFR Part 400—

<http://www.ecfr.gov/cgi-bin/text-idx?SID=96ea75fd74bd92e1ff1744fc05f15e4f&node=pt2.1.400&ran=div5>

The grant guidelines and conditions as set forth by the USDA-FS and IDL include the following:

### **PROJECT SPECIFIC TERMS**

1. **Project Scope and Estimated Budget:** The GRANTEE will adhere to the provisions outlined in this MOU, budget found in Appendix A, and any future revisions per agreement with IDL.

No changes to the project will be allowed (whether grant funded or part of GRANTEE's required match) unless the GRANTEE submits a written request for approval to this office before changes are made and at least 10 days prior to the grant end date, and this request is approved in writing by an authorized representative of IDL identified in this agreement. *NOTE: IDL is not obligated to fund changes not approved in this manner.*

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## Specific Project Scope Items to Be Completed/Include:

*See Reimbursement Terms section of MOU starting on page 4 for additional details regarding required documentation of activities and expenditures.*

- a. **Overall project management**—develop contracts and or request for proposals; administer contracts; coordinate treatments with private landowners and implement practices (as specified below); and oversee/inspect and monitor all project components.
- b. **Hazard Fuel Reduction**—All templates for or related to the landowner agreement will be provided to the IDL representative listed in this MOU for review in advance of use.
  - i. Only project areas listed in the County’s current County Wildfire Protection Plan (CWPP) shall be treated.
  - ii. Enter into an official written agreement(s) with each landowner whose lands will be evaluated or treated under this MOU. (See Reimbursement Terms clause 4.f. on page 5 and 6 of this MOU for more details.) Agreements at minimum will include:
    - 1) Authorization to access the property and or to conduct the work stipulated in the prescription
    - 2) Treatment location (i.e., latitude/longitude, address or parcel number
    - 3) Number of acres to be treated
    - 4) A written treatment prescription specific to landowner property and agreed to by landowner (see below clause for details)
  - iii. Identify, develop prescriptions, flag and map treatment unit boundaries that are most beneficial for a community and favor seral and fire-resistant species.
    - 1) Prescriptions will outline what will be removed/reduced and the method to be utilized (mechanical, burning, etc.) and be documented in the signed agreement with the landowner. All dbh trees will be considered in order to meet below objective.
      - a) Prescriptions will provide for the modification of fire behavior to reduce wildfire impact on non-federal lands during a wildfire event.
  - iv. Treat hazardous fuels on approximately 96 footprint acres of non-federal lands within the SW Bonner Scattered Lands - Phase III project area as identified on map in Appendix B.
    - 1) Mechanical or hand treatment methods will be used to thin vegetation by removing standing, down and dead timber; removing ladder fuels by limbing/pruning; and thinning/removing underbrush. Slash will be utilized for firewood, chipped, or piled and burned as environmental and site conditions allow.
  - v. GRANTEE or its contractors (not the landowners) will handle all slash abatement directly within the grant time period.
- c. **Education**—In-person outreach to landowners will be conducted to augment on-the-ground treatments and to increase awareness of wildfire hazard in project areas—personal responsibility of fuels management, home hardening, and wildfire emergency evacuation—beyond what grant assistance can offer.

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- i. An **Activities Summary Form** provided by IDL (or equivalent) will be completed and include the date of initial face-to-face contact/wildfire event; name of individual landowner or wildfire event; and for wildfire specific education events, number of participants or contacts made. (Subsequent contacts with the same landowner are not to be counted as additional education outreach.)
2. **Grant Award Expiration:** This grant award and project period begins on the date of signature of this MOU by both parties and ends on **November 30, 2025**. All reimbursable expenditures and activities must occur within the project period. Time extension requests must be received by IDL in writing 10 business days prior to the project end date and be approved by IDL's authorized representative in writing by November 30, 2025 to be binding. Federal and state laws and regulations pertaining to grants, records, and auditing may remain enforceable longer. Local laws and regulations, which may be more restrictive, apply.
3. **Grant Fund Use Restrictions:** Construction and research and development activities are **ineligible** for funding. Capital expenditures or purchases of single items of equipment or supplies with a lifespan of one year or more and having a fair market value of over \$5,000 per unit are **not eligible** for funding. Funds can only be used for the completion of scope items listed on page 2 and 3 and as outlined in the budget in Appendix A.
4. **Sale of Commercial Products:** All revenue generated from sold products that are a direct result of grant activities will be used to match or off-set project costs. No grant monies may be used to create profit from commercial goods for GRANTEE, landowner or contractors. Those activities must also comply with all forest practice laws, rules and regulations (cited in clause 5 below). Landowners will be encouraged to complete commercial practices prior to hazard fuel treatment practices under this grant being conducted. (Refer to Reimbursement Terms Section clause 5 on page 6.)
5. **State Laws, Rules, Policies and Guidelines:** The following must be adhered to and complied with by anyone doing work associated with this MOU.
  - a. **Forest Practice and Hazard Fuel Laws and Rules.** (Check with local fire managers as they may require more stringent standards to meet the local area needs.)
    - i. **Idaho Forestry Act and Fire Hazard Reduction Law**—Idaho Code, Title 38, Chapters 1 and 4, <https://legislature.idaho.gov/statutesrules/idstat/Title38/T38CH1/> and <https://legislature.idaho.gov/statutesrules/idstat/Title38/T38CH4/>
      - 1) Rules Pertaining to Forest Fire Protection—IDAPA 20.04.01 <https://adminrules.idaho.gov/rules/current/20/200401.pdf>
      - 2) Rules Pertaining to Idaho Forestry Act and Fire Hazard Reduction Laws—IDAPA 20.04.02 <https://adminrules.idaho.gov/rules/current/20/200402.pdf>
    - ii. **Idaho Forest Practices Act**—Idaho Code, Title 38, Chapter 13 <https://legislature.idaho.gov/statutesrules/idstat/Title38/T38CH13/>
      - 1) Rules Pertaining to the Idaho Forest Practices Act—IDAPA 20.02.01 <https://adminrules.idaho.gov/rules/current/20/200201.pdf>
      - 2) Information regarding Forest Practices Act Best Management Practices [www.idahoforestrybmeps.org](http://www.idahoforestrybmeps.org)
  - b. **Forest Health Slash Guidance**—fresh pine slash should not be created during the months of December through mid-July. If slash is created between those months, the slash must be treated to avoid *lps* bark beetle infestation. Chipping or masticating is the preferred treatment if slash cannot be burned before spring.

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- c. Forest Management and Health Guidance as detailed in Appendix C.
  - d. **Idaho Code Title 54, Chapter 19 Public Works Contractors**—Contractors must have a Public Works License appropriate for the value of the contract for any work on public lands.
6. Grantee or any of its contractors subject to the Idaho Statute Title 38 must obtain and submit a Certification of Compliance—Fire Hazard Management Agreement—Notification of Forest Practice form and a Request for Variance (if needed) to IDL’s Private Forestry Specialist, Chris Remsen, Pend Oreille Lake Area IDL Office at 2550 Highway 2 West, Sandpoint, Idaho 83864 / 208-263-5104. Work on this hazard fuel treatment project will not begin until those forms are filed and approved.
  7. **Hazardous Fuels Treatment Maintenance:** Funding through this MOU has been provided with the understanding that the treatment(s) will be maintained. Such maintenance activities will not be eligible for additional funding from IDL. The original treatment prescription should be followed for maintenance of the treatment(s) (see Appendix C).
  8. **Performance Reports:** the GRANTEE shall submit annual performance reports unless a Progress Report/narrative was submitted with a reimbursement request during that period. If required, annual reports should be received by IDL by November 30 each year the grant is in effect. Performance reports shall include a narrative describing the work completed to date of the project with specific quantitative detail (i.e., acres treated, cost per acre or number of workshops conducted), as well as explain any barriers to timely project completion or cost overruns/high unit costs as applicable. GRANTEE will provide additional reporting information to IDL, as needed, for reports required by the federal funding source.

## **REIMBURSEMENT TERMS**

1. IDL shall make payments to GRANTEE on a reimbursement basis only. There can be no advances. IDL will reimburse allowable costs for those project activities, approved within this MOU, or modifications approved by both parties in writing, not to exceed the award amount.
2. Up to 15% of grant funds may be held back until the entire project is satisfactorily completed and approved by IDL.
3. **Indirect Cost Rate:** The GRANTEE has voluntarily elected to not charge this grant for indirect costs as defined in 2 CFR Part 200 and associated Appendices.
4. Requests for reimbursement payments can be submitted no more often than monthly but must be done at least annually. Each request will include a narrative summary of progress based on work completed in that billing period, an official reimbursement request form and supporting documentation of expenditures to be reimbursed, and applicant match (as per section 4 c below). GRANTEE will submit reimbursement request package via:

**Email:** [Reimbursements.FAB@idl.idaho.gov](mailto:Reimbursements.FAB@idl.idaho.gov)

- a. Project costs must be documented on the **Reimbursement Request Form** provided by IDL. Documentation supporting all project costs submitted for reimbursement must accompany request. Copies of detailed, itemized and paid invoice/receipt (and payment proof such as check numbers) are required for all reimbursable expenses. Invoices at minimum should specify the date and type of activity; quantity and rate thereof; and location (if a treatment).
- b. Any GRANTEE claiming reimbursement for employees’ time for work on this project must follow strict federal time recording requirements as specified in all OMB Circulars applicable to GRANTEE’s organization. Personnel being paid with federal grant funds (even when passed through a state agency) must document 100% of their actual individual paid time and effort and attribute it to specific projects. These personnel activity reports or equivalent, which

# DRAFT

include both grant funded activities and non-grant activities should be maintained by GRANTEE and made available if audited.

- i. For reimbursement, GRANTEE must submit enclosed **Grant Recipient Labor Worksheet** or equivalent that records the actual amount of time for each day that each person spent on this specific grant project *for which reimbursement is sought*. The documentation needs to be signed by the staff person or supervisor aware of the work activities.
- c. A minimum of 10% cash or in-kind match is required for this grant. Document and report cash expenditures and in-kind contributions used to meet this requirement when submitting reimbursement requests. The form on the backside of the **Reimbursement Request Form** or equivalent can be used for this purpose. If any or all the required minimum match is provided by an individual or entity other than GRANTEE, additional supporting signed documentation will be required.
- d. An IDL **Progress Report** describing the work completed during the report period must be included with each reimbursement request. Detail what was accomplished over what period of time and by whom.
- e. All grant funded project activities and accomplishments (i.e., pre-commercial thinning or hazard fuel limbing, thinning or reduction) associated with the current reimbursement request must be reported at the time of its submission to IDL by populating the **IDL GIS Federal Grant Database**. (Access to the on-line portal will be arranged by IDL.) Only fully completed activities (including slash mitigation) that have been reimbursed or are being sought for reimbursement in the current request are to be populated in the **IDL GIS Federal Grant Database**. The responsibility for the completeness and accuracy of all data entered lies with the GRANTEE.
- f. Include with each reimbursement request:
  - i. A map of treated acres being sought for reimbursement if individual units are not fully treated (e.g., slash is unmitigated) and therefore not yet entered in to the **IDL GIS Federal Grant Database**. Treatment units should have a unique identifier that correlates to the landowner agreement, contractor invoices, etc. and is reflected on the map and a separate list if needed for clarity.
    - 1) Delineate treatment unit(s) on map with a polygon, line or point that shows location of the unit(s) and number of treated acres by unit, and the unique map id.
  - ii. An **Activities Summary Form** provided by IDL to document initial in-person general landowner education contacts/wildfire events; future project planning activities; specific education/outreach efforts; and wildfire risk reviews/assessments to-date of reimbursement request as specified in Project Specific Terms section of this MOU.
  - iii. Before and after photos of project
  - iv. Copies of the agreements, between GRANTEE and individual landowners whose properties are being treated with grant funds, that:
    - 1) State the legal boundaries of the property as determined by landowner
    - 2) Authorize GRANTEE and IDL and their contractors or representatives access to the property as needed to assess conditions; develop, conduct, inspect treatments; and confirm maintenance

# DRAFT

- 3) Include treatment prescription (see Project Specific Terms clause 1.b. on page 2)
- 4) Authorize work as defined in agreement to be done on landowner property (specify quantity of work e.g. number of acres to be treated or assessed)
- 5) Specify what work, if any, will be the landowner's responsibility to complete, the plan to maintain the fuel modification (usually for a minimum of 10 years), and any other landowner requirements i.e., match, tax on personal gain from income etc.
  - g. Copies of deliverables, such as pamphlets, articles, web posts, etc. must be included with final reimbursement request or when GRANTEE requests reimbursement for expenses associated with deliverable (whichever occurs first).
5. Income generated directly from grant-funded activity, such as the sale of waste wood or workshop registration fees will be deducted from the amount reimbursed by IDL under this grant. If you are unclear whether your activity falls into this category, contact IDL Wildfire Risk Mitigation Program Manager, Tyre Holfeltz. Income may be invested in additional treatment work with approval of authorized IDL representative. (See Project Specific Term clause 4 on page 3.)
6. **Final grant reimbursement request must be received no later than December 31, 2025.** Funds not claimed by the GRANTEE by this date will be forfeited, unless IDL's authorized representative extends the reimbursement period in writing.
  - a. The project will not be considered complete nor approved for final payment until:
    - i. All work agreed to in this MOU (or subsequently agreed to by both parties in writing) is satisfactorily completed and approved by IDL's authorized representative
    - ii. An IDL ***Final Progress Report*** summarizing overall project accomplishments is received and approved by IDL's authorized representative. The report should include quantification of accomplishments in relationship to this MOU's project scope and objectives. If any aspects were not accomplished, then reason for such should be provided. Also, any challenges encountered and how addressed, if applicable should be included. This report may be used by IDL to promote grant program accomplishments to funding source or the public.
    - iii. The ***IDL GIS Federal Grant Database*** is populated with all grant funded project accomplishments and a final ***Activities Summary Form(s)*** is received by IDL as specified in Project Specific Terms section of this MOU.
    - iv. Before and after photos of the project site are received by IDL
    - v. Copies of all deliverables are received by IDL
    - vi. Slash or other debris created by treatments has been burned, chipped, or removed from the property where the work was performed so as to comply with Idaho Statute Title 38.
7. IDL may request additional information, review, inspect and audit the completed work before reimbursement request(s) are paid.

## **GENERAL TERMS**

1. **Subawarding or Subgranting:** GRANTEE will not provide (sub) grants with funds received through this MOU. This prohibition includes direct payments to individual landowners.

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2. **Contract and Purchasing:** All purchases of goods and services under this grant must be competitively procured in compliance with applicable federal and state laws and regulations and conveyed through a signed written agreement between the parties. Specifically, compliance with federal procurement standards 2 CFR §§200.318 through 200.327, *IDAPA 38 Title 05 Chapter 01—Rules of Division of Purchasing* (by state agencies) and *Idaho Code Title 67, Chapter 28—Purchasing by Political Subdivisions* (by city/county governments) is required. Provisions of federal or local laws and regulations, as well as GRANTEE policies, which may be more restrictive, also apply.
3. **Suspension and Debarment:** GRANTEE agrees that no vendor or contractor debarred or suspended from being able to work under a federal grant, according to the terms of 2 CFR Part 180, will receive funds under this MOU.
4. Costs associated with the project and approved in advance by IDL for travel, lodging and meals cannot exceed Idaho State and/or Federal rates for these expenditures. If costs will be higher, GRANTEE will request prior approval with justification before incurring these expenses. IDL will determine if requested costs are reasonable and appropriate.
5. All printed, electronic, or audiovisual materials (including on-line postings and press releases) developed or produced for public distribution or publication under this Agreement **must:**
  - a. Be pre-approved by IDL's authorized representative prior to posting, duplication, publication and dissemination
  - b. Include the following nondiscrimination statement in full for any materials funded with grant dollars:

***In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)***

***Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.***

***To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-992, or by writing a letter addressed to USA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:***

**(1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or**

**(2) Fax: (833) 256-1665 or (202) 690-7442; or**

**(3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov).**

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement: ***"This institution is an equal opportunity provider"***.

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- c. Acknowledge the funding source with a written or verbal statement, which provides credit such as: **“This project is funded in part by the Idaho Department of Lands in cooperation with the USDA Forest Service.”**
6. **Use of U.S. Forest Service Insignia:** Permission, in writing, must be granted from the U.S. Forest Service’s Office of Communications to use the insignia on any published media, such as a webpage, printed publication, or audiovisual production. GRANTEE will consult with IDL regarding appropriate contact and process for obtaining permission.
7. **Right to Copyright:** GRANTEE may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. IDL and the USDA Forest Service reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for its or the Federal government’s purposes, and to authorize others to do so. IDL’s and the USDA Forest Service rights cited above also apply to other intangible property and to data produced under this award.
8. **Legal Authority:** The GRANTEE shall have the legal authority to receive a grant and enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes having sufficient funds to pay the nonfederal share of project costs, when applicable.
9. **Authoritative Identifier:** A current and active Data Universal Numbering System (DUNS) Number must be provided to IDL for GRANTEE to receive funding through this MOU. GRANTEE should maintain a registration with the System for Award Management (SAM) during the life of this agreement. After April 4, 2022 the DUNS number will no longer be the Authoritative Identifier. At that time a current Unique Entity ID (SAM) 12-character alphanumeric value will be needed instead.
10. **Notifications:**
  - a. The GRANTEE shall immediately notify IDL in writing of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
  - b. The GRANTEE shall immediately inform IDL if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the GRANTEE or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, they shall notify IDL without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
  - c. GRANTEE agrees to immediately notify IDL if an employee associated with this grant project is convicted of a drug violation in the workplace. Notification must be in writing, identify the employee’s position title, and the grant number of each MOU which the employee worked. The notification must be sent to IDL Program Manager within 10 calendar days after the GRANTEE learns of the conviction.
  - d. GRANTEE shall notify IDL of any changes to key positions and personnel (i.e., authorized GRANTEE representative and/or primary decision makers on project

# DRAFT

11. **Eligible Workers:** The GRANTEE shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324(a)). The GRANTEE shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.
12. **Trafficking in Persons:** GRANTEE agrees that this award is subject to Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)). Violations and or failure to report violations can cause this award to be unilaterally terminated without penalty. For more details, see Appendix D.
13. **Transparency Act:** GRANTEE may need to provide information on this subaward and the compensation of its executives and understands that such information may be reported by IDL as required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252.
14. **Members of U.S. Congress:** Pursuant to 41 U.S.C. 22 no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise there from, either directly or indirectly.
15. **Financial and Field Audits:** GRANTEE agrees to permit audits and post-audits by representatives of the State of Idaho, the USDA Forest Service, Inspectors General, and Comptroller General or their representatives, of the project sites and all records pertaining to the project covered by this MOU and access to personnel for discussion related to such documents. Records must be kept for a minimum of three (3) years after completion date of the project or until any litigation, claim, negotiation, audit or other action started before the expiration date is resolved (whichever is later.) GRANTEE's internal retention policies, which may be longer, also apply. Allowed access is not limited to the required retention period, but lasts as long as the records are retained.

**Financial Contact:**

***Idaho Department of Lands***

Jamie Baker

Fiscal Department

3284 W. Industrial Loop

Coeur d' Alene, ID 83815

208-769-1525 / 208-769-1524 (f)

[jbaker@idl.idaho.gov](mailto:jbaker@idl.idaho.gov)

*continued on next page*

# DRAFT

16. The persons authorized to make decisions and approvals regarding this project (or their supervisor) are:

***Idaho Department of Lands***

Tyre Holfeltz  
Wildfire Risk Mitigation Program Manager  
3284 W. Industrial Loop  
Coeur d' Alene, ID 83815  
208-666-8653 / 208-769-1524 (f)  
[tholfeltz@idl.idaho.gov](mailto:tholfeltz@idl.idaho.gov)

***Bonner County***

Bob Howard  
Director, Bonner County Emergency Mgmt  
1500 Hwy 2, Suite 101  
Sandpoint, ID 83864  
208-255-5681 (o) / 208-255-6901 (c)  
[Bob.Howard@bonnercountyid.gov](mailto:Bob.Howard@bonnercountyid.gov)

Vacant

Grants/Contracts Operations Analyst  
(for Reimbursement & Reporting questions)  
3284 W. Industrial Loop  
Coeur d'Alene, ID 83815  
208-666-8622 / 208-769-1524 (f)  
<Insert email address>

17. Failure to comply with the proposal/application or to meet the requirements herein may result in grant cancellation or the retention of grant funds by IDL. Misrepresentation of fact in the proposal/application or an accomplishment report may result in the revocation of the grant. IDL may require grant moneys already dispensed be returned. The responsibility lies with the GRANTEE to administer the program honestly and effectively, as the GRANTEE will be liable for any misappropriation or misuse of funds. If the project no longer effectuates the program goals or agency priorities, the MOU may be terminated in whole or in part. Note if there is a conflict between the proposal/application previously submitted to IDL and this MOU, this MOU takes precedence.
18. The GRANTEE shall comply with all Federal and State statutes relating to nondiscrimination and all applicable requirements of all other State and Federal Laws, Executive Orders, regulations, and policies. The GRANTEE assures that state and federal laws and certifications/policies are in place and adhered to including the following:
- a. Civil Rights—policies and practices of non-discrimination
  - b. Promoting Free Speech and Religions Freedom
  - c. Debarment and Suspension—no vendor or contractor debarred or suspended from being able to work under a federal grant will receive any money under this grant project. (The System for Award Management ([www.SAM.gov](http://www.SAM.gov)) maintains the list of individuals and businesses that are not to receive federal funding.)
  - d. Drug-Free/Smoke-Free Workplace
  - e. Lobbying—no grant funds will be used for lobbying to influence legislation
  - f. Avoidance of Conflict of Interest
  - g. Prohibition Against Using Funds with Entities Requiring Internal Confidentiality Agreements
  - h. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (see 2 CFR 200.216 and Public Law 115-232, Section 889 for additional information)
  - i. Whistleblower Protection (see 41 U.S.C. §4712 for additional information)

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- 19. **Freedom of Information Act (FOIA):** Public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e). Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).
- 20. **Non-Liability:** The United States and IDL shall not be liable to GRANTEE for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by the GRANTEE or any third party.
- 21. The sections of this MOU are presumed severable. If any section, or part thereof, or the application of any section to any person or circumstance is declared invalid, that invalidity does not affect the validity of any remaining sections.

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**AGREED:**  
**GRANTEE**

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**AGREED:**  
**Idaho Department of Lands**

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**Authorized Bonner County Official Signature**

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**IDL Authorized Signature**

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**Print Name**

---

Craig Foss

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**Print Name**

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Division Administrator/State Forester

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**Title**

---

**Date**

---

**Title**

---

**Date**

---

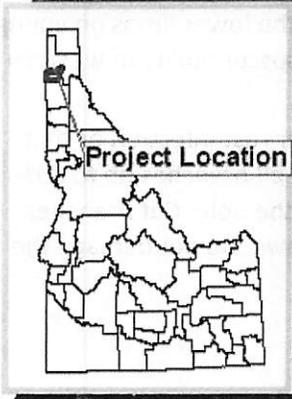
**GRANTEE's Active Unique Entity ID (SAM) #**

***This institution is an equal opportunity provider.***

<b><i>Project Budget Estimate Information</i></b>				
<b>PROJECT COSTS</b>				
(Add rows within sections as needed, see instructions at page bottom.)				
PROJECT EXPENSE DESCRIPTION	# UNITS & RATE	GRANT FUNDS REQUESTED	MATCH (Minimum 10% Cash or In-kind Required)	TOTAL
<b>PERSONNEL EXPENSES (List position titles, i.e. City Forester, Project Manager etc. and include benefits in wage rate)</b>				
Project Management	818.2 hours @ \$44/hr	\$36,000.00		\$36,000.00
Private/Corporate Funding for HFR			\$24,000.00	\$24,000.00
				\$0.00
				\$0.00
				\$0.00
<b>Total Personnel Expenses</b>		<b>\$36,000.00</b>	<b>\$24,000.00</b>	<b>\$60,000.00</b>
<b>OPERATING EXPENDITURES (Specify operating expenses, i.e. pick-up rental, travel, trees, mulch, office supplies etc.)</b>				
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Total Operating Expenses</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>CONTRACTED PROFESSIONAL SERVICES (Specify service contracted, i.e. thinning, graphic design, consultant, tree planting etc.)</b>				
Hazardous Fuel Reduction	96 acres @ \$2125/ac	\$204,000.00		\$204,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Total Contracted Expenses</b>		<b>\$204,000.00</b>	<b>\$0.00</b>	<b>\$204,000.00</b>
<b>Total Indirect (calculated based on % of direct expenses)- % rate =</b>	<b>% rate=</b>			<b>\$0.00</b>
<b>TOTAL PROJECT COSTS</b>		<b>\$240,000.00</b>	<b>\$24,000.00</b>	<b>\$264,000.00</b>
<b>Verification of Grand Totals</b>		\$240,000.00	\$24,000.00	\$264,000.00
<b>Difference between Grant Totals</b>		\$0.00	\$0.00	\$0.00

**NOTE: Difference totals must equal \$0.00 for budget to be correct & accepted.**

# 22WFM - Bonner Project Area



**Legend**

- ID.CitiesAll
- 22WFM\_Bonner

The USDA-FSA Aerial Photography Field Office data to be credited in derived products.

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All standards in the Idaho Forest Practices Act administrative rules must be met while conducting any forest practice. Forest practices may include commercial harvesting, commercial thinning, or non-commercial thinning, any of which may produce significant slash. It is important to ensure all ground-based equipment stays out of Stream Protection Zones (SPZ). All piling, burning, and decking are limited to stable locations outside of the SPZ. Tree-retention standards must be met to provide adequate shade of streams. Large woody debris can contribute to fish habitat and stream bank stabilization. Sediment-filtering protections should be used where needed near stream channels and adjacent riparian areas.

## FOREST MANAGEMENT CONSIDERATIONS & FOREST HEALTH GUIDANCE

### PRESCRIPTION

A specific prescription based on site and stand conditions, and describes the desired prescription outcome will be written by a forester and pre-approved by IDL prior to implementation.

### THINNING

Determine preferred leave tree species and desired stand densities. Space trees according to professional forestry practices for the local area. For recommendations, contact the local IDL office.

#### *Desirable Leave Tree Characteristics*

Select leave trees with the following desirable characteristics:

- Straight stem
- Well-formed crown
- Crown class of dominant or co-dominant
- Crown ratio is 40% or larger
- Green needles, no discoloration of foliage
- Free or limited presence of insect or disease damage or symptoms. If present, damage or symptom does not affect growth or survival.
- Vigorous annual terminal growth for past 3 years
- Species preference to be determined by forester based on site and stand conditions

### PRUNING

#### *White Pine*

- The most common path of infection of white pine from blister rust is through the lower limbs on young trees. Pruning the lower limbs from the bole of young trees can minimize the susceptibility of western white pine to infection from blister rust.
- Prune all selected white pine 8 feet and greater in height that are free of blister rust infection or that have no bole canker or branch cankers less than 6 inches from the bole. Prune all branches up to 50% of the height of the tree to a maximum height of 8' and remove needles from the bole. Cut branches to within ½ inch of the limb collar with hand pruning shears, loppers or handsaws. Do not damage the bole of the tree or the retained limbs in the pruning operation.
- Additional information can be obtained from IDL.

#### *Mixed Species*

- It is not necessary to prune other species to improve forest health. Pruning other species may be warranted to meet County Wildfire Protection Plan treatments.

**DRAFT****SLASH MANAGEMENT**

Fuel hazards created by thinning or pruning expose the treated stand and adjacent areas to higher risk levels and must be addressed when setting thinning and pruning treatments. The Idaho Forest Practices Act, Idaho Forestry Act and the Fire Hazard Reduction Law and their associated administrative rules and guidelines provide the basis for the management of slash.

**Forest Health Protection**

To prevent Ips beetle attacks, thinning of pine should not occur during the months of December through mid-July. If slash is created between those months, the slash must be treated to avoid *Ips* bark beetle infestation. Chipping or masticating is the preferred treatment if slash cannot be burned before spring.

**MAINTENANCE OF SHADED FUELBREAKS**

Shaded fuel breaks must be maintained periodically. Frequency of retreatment depends on the forest's productivity (which affects how fast fuels re-accumulate) and how open of a condition is desired. Maintenance of shaded fuelbreak may include cutting, piling, burning, grazing, or herbicide treatments to reduce or prevent fuel accumulation. Develop a retreatment plan with some maintenance occurring each year. The necessary maintenance activities will be minimal if implemented on an annual basis. The original prescription treatment should be followed for maintenance.

**PLANTING**

Successfully establishing trees and shrubs depends upon many factors. To ensure tree and shrub survival, refer to the following technical specifications:

**Forestlands (typically conifers)**

<https://www.idl.idaho.gov/wp-content/uploads/sites/2/2021/09/FM-7.pdf>

**Riparian Forest Buffer, Stream bank and Shoreline Protection, Tree/Shrub Establishment, Upland Wildlife Habitat Management, Windbreak/Shelterbelt Establishment, and Hedgerows**

[http://www.nrcs.usda.gov/Internet/FSE\\_PLANTMATERIALS/publications/idpmstn10797.pdf](http://www.nrcs.usda.gov/Internet/FSE_PLANTMATERIALS/publications/idpmstn10797.pdf)

**Willow and Cottonwood Plantings**

[http://www.nrcs.usda.gov/Internet/FSE\\_PLANTMATERIALS/publications/idpmctn7064.pdf](http://www.nrcs.usda.gov/Internet/FSE_PLANTMATERIALS/publications/idpmctn7064.pdf)

**Riparian Restoration Planting**

Idaho Fish and Game's Handbook for Riparian Restoration and Use of Volunteers in Riparian Habitat Restoration (copies included on MOU Award packet CD if applicable to project).

**MONITORING OF TREATED AREAS****After the First Year**

Conduct a walk-through of the thinned area to determine the condition of the residual crop trees, and to document any insect/disease problems, animal damage, wind/snow damage, sun-scalding, and the condition of thinning slash.

Conduct a survival survey of planted areas. Install enough plots to determine that average number of live trees/acre meets the prescription specifications, planting objective, and FPA rules.

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*After the Fifth Year*

Conduct a formal survey with plots installed to determine species composition, and average heights and diameters along with radial increment growth rates since thinning occurred. Other items such as condition of thinning slash deterioration, and mortality of leave trees should be noted and documented in follow-up inspection reports (s).

Conduct a walk-through of planted areas to determine tree survival and document any insect/disease problems, animal damage, excessive weed competition, and wind/snow damage.

**TRAFFICKING IN PERSONS**

- a. **Provisions applicable to a Cooperator that is a private entity.**
  1. You as the Cooperator, your employees, subrecipients under this award, and subrecipients' employees may not—
    - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - ii. Procure a commercial sex act during the period of time that the award is in effect; or
    - iii. Use forced labor in the performance of the award or subawards under the award.
  2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
    - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
      - A. Associated with performance under this award; or
      - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),".
- b. **Provision applicable to a Cooperator other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
  1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
    - i. Associated with performance under this award; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),"
- c. **Provisions applicable to any recipient.**
  1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
  2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
  3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. **Definitions. For purposes of this award term:**
  1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. "Private entity":
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - ii. Includes:
      - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      - B. A for-profit organization.
  4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).



# **DRAFT** **Bonner County Treasurer's Office**

**Clorrisa Koster, Treasurer**

1500 Hwy 2, Ste 304 – Sandpoint, ID 83864-1305

Telephone (208) 265-1433 - Fax (844) 565-7873

August 15, 2023

## Memorandum

To: Bonner County Commissioners

From: Clorrisa Koster  
Bonner County Treasurer

Michael Rosedale, Auditor  
Bonner County Clerk

Re: Bonner County – Treasurer/Auditor Joint Quarterly Reports – 3rd Quarter ending 6/30/2023. Ending balance is \$36,870,806.33.

EMS – Treasurer/Auditor Joint Quarterly Reports – 3rd Quarter ending 6/30/2023. Ending balance is \$2,970,233.18.

I am requesting that the Board of County Commissioners accept the Treasurer/Auditor Joint Quarterly reports for the 3rd Quarter ending 6/30/2023 for both Bonner County and EMS. The ending balance for Bonner County is \$36,870,806.33. The ending balance for EMS is \$2,970,233.18.

**Distribution – All originals back to Treasurer after Commissioners sign.**

A suggested motion would be: **I move that we accept both the Bonner County & EMS Treasurer/Auditor Joint Quarterly Reports for the 3rd Quarter ending 6/30/2023.**

Recommendation Acceptance:  yes  no \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Steven Bradshaw, Chairman

Bonner County, ID  
Treasurer Auditor Joint Report  
From 4/01/2023 to 6/30/2023

Org	Object	Account Description	Beginning Balance	Receipts and Transfers	Disbursements and Transfers	Ending Balance	Outstanding Warrants	Available Cash Balance
<b>Bonner County</b>								
<b>Fund: 000</b>	<b>POOLED CASH FUND</b>							
000	2000	WARRANTS PAYABLE	-256,535.53	15,685,253.34	17,160,883.24	-1,732,165.43	-1,732,165.43	0.00
000	2400	DUE TO/FROM GENERAL FUND	-4,435,004.81	3,116,266.82	2,244,031.41	-3,562,769.40	0.00	-3,562,769.40
000	2401	DUE TO/FROM ROAD & BRIDGE	-4,311,832.58	2,601,679.93	2,561,052.73	-4,271,205.38	0.00	-4,271,205.38
000	2402	DUE TO/FROM AIRPORT FUND	-535,191.57	94,442.92	36,403.04	-477,151.69	0.00	-477,151.69
000	2403	DUE TO/FROM ELECTION FUND	-568,581.22	151,745.63	38,066.72	-454,902.31	0.00	-454,902.31
000	2404	DUE TO/FROM DRUG COURT FUND	-83,926.12	2,851.03	9,600.82	-90,675.91	0.00	-90,675.91
000	2405	DUE TO/FROM DISTRICT COURT FD	-968,553.19	743,642.05	468,796.57	-693,707.71	0.00	-693,707.71
000	2406	DUE TO/FROM FAIR	-243,059.69	85,134.45	43,724.97	-201,650.21	0.00	-201,650.21
000	2407	DUE TO/FROM 911 FUND	-1,427,286.28	498,252.27	197,946.98	-1,126,980.99	0.00	-1,126,980.99
000	2408	DUE TO/FROM COURT FACILITIES	-157,807.88	0.00	3,530.00	-161,337.88	0.00	-161,337.88
000	2409	DUE TO/FROM COURT INTERLOCK	-28,148.94	2,942.05	1,410.50	-26,617.39	0.00	-26,617.39
000	2410	DUE TO/FROM HEALTH DISTRICT	-117,534.53	136,899.09	49,357.49	-29,992.93	0.00	-29,992.93
000	2411	DUE TO/FROM HISTORICAL SOCIETY	-8,324.46	519.31	2,549.90	-10,355.05	0.00	-10,355.05
000	2412	DUE TO/FROM INDIGENT & CHARITY	-357,317.04	12,498.68	607.48	-345,425.84	0.00	-345,425.84
000	2413	DUE TO/FROM JUNIOR COLLEGE	-1,470,094.54	62,268.00	164,795.00	-1,572,621.54	0.00	-1,572,621.54
000	2414	DUE TO/FROM REVALUATION	-713,609.06	399,406.69	191,453.88	-505,656.25	0.00	-505,656.25
000	2415	DUE TO/FROM SOLID WASTE	-6,742,680.51	3,416,415.24	1,705,325.47	-5,031,590.74	0.00	-5,031,590.74
000	2416	DUE TO/FROM TORT	-899,678.21	362,122.68	203,510.81	-741,066.34	0.00	-741,066.34
000	2419	DUE TO/FROM WEEDS	-58,102.74	63,459.59	18,041.25	-12,684.40	0.00	-12,684.40
000	2420	DUE TO/FROM PARKS & RECREATION	-94,720.95	59,477.47	28,759.79	-64,003.27	0.00	-64,003.27
000	2421	DUE TO/FROM HIGHWAY SPECIAL ST	-768,026.73	123,086.05	62,500.00	-707,440.68	0.00	-707,440.68
000	2422	DUE TO/FROM JUSTICE FUND	-8,612,412.97	5,475,811.85	3,772,872.61	-6,909,473.73	0.00	-6,909,473.73
000	2423	DUE TO/FROM SHERIFF REVOLVING	-3,000.00	0.00	0.00	-3,000.00	0.00	-3,000.00
000	2424	DUE TO/FROM SNOWMOBILE	-43,711.44	23,142.38	20,336.74	-40,905.80	0.00	-40,905.80
000	2425	DUE TO/FROM WATERWAYS	-30,494.56	74,597.84	53,833.58	-9,730.30	0.00	-9,730.30
000	2426	DUE TO/FROM JAIL CONSTRUCTION	-240.96	0.00	0.00	-240.96	0.00	-240.96
000	2428	DUE TO/FROM GRANTS	-5,750,849.37	570,358.05	666,905.44	-5,847,396.76	0.00	-5,847,396.76

**Bonner County, ID**  
**Treasurer Auditor Joint Report**  
**From 4/01/2023 to 6/30/2023**

Org	Object	Account Description	Beginning Balance	Receipts and Transfers	Disbursements and Transfers	Ending Balance	Outstanding Warrants	Available Cash Balance
<b>Bonner County</b>								
<b>Fund: 000</b>	<b>POOLED CASH FUND</b>							
000	2435	DUE TO/FROM SW RESERVE ACCT	-663.52	0.00	0.00	-663.52	0.00	-663.52
000	2438	DUE TO/FROM JUDGMENTS	-0.04	0.00	0.00	-0.04	0.00	-0.04
000	2439	DUE TO/FROM DRAINAGE DISTRICT	-23,784.72	0.75	257.33	-24,041.30	0.00	-24,041.30
000	2440	DUE TO/FROM TRANSLATOR DISTRICT	-3,499.32	638.97	3,037.11	-5,897.46	0.00	-5,897.46
000	2442	DUE TO/FROM STATE REMITTANCE	-870.00	1,095.00	1,095.00	-870.00	0.00	-870.00
000	2443	DUE TO/FROM TRANSPORTATION DEP	19,663.50	754,722.04	754,722.04	19,663.50	0.00	19,663.50
000	2444	DUE TO/FROM PANHAND AREA COUNC	19.27	52,442.58	52,840.93	-379.08	0.00	-379.08
000	2445	DUE TO/FROM SANDPOINT	0.00	73,332.71	106,993.61	-33,660.90	0.00	-33,660.90
000	2446	DUE TO/FROM PRIEST RIVER	0.00	14,049.21	27,418.22	-13,369.01	0.00	-13,369.01
000	2447	DUE TO/FROM CLARK FORK	0.00	1,078.94	1,939.98	-861.04	0.00	-861.04
000	2448	DUE TO/FROM EAST HOPE	0.00	210.34	514.18	-303.84	0.00	-303.84
000	2449	DUE TO/FROM HOPE	0.00	1,842.99	3,812.51	-1,969.52	0.00	-1,969.52
000	2450	DUE TO/FROM OLDTOWN	-1,166.47	4,256.63	3,199.72	-109.56	0.00	-109.56
000	2451	DUE TO/FROM KOOTENAI	0.00	782.22	2,446.12	-1,663.90	0.00	-1,663.90
000	2452	DUE TO/FROM PONDERAY	-15.50	28,826.81	32,819.93	-4,008.62	0.00	-4,008.62
000	2453	DUE TO/FROM DOVER	-23.77	329.60	1,348.42	-1,042.59	0.00	-1,042.59
000	2454	DUE TO/FROM LAKELAND #272	296.00	1,848.68	1,848.68	296.00	0.00	296.00
000	2457	DUE TO/FROM W BONNER SCHOOL #8	4,684.00	41,807.91	41,807.91	4,684.00	0.00	4,684.00
000	2458	DUE TO/FROM LAKE P.O. SCH #84	-3,003.00	151,252.73	151,252.73	-3,003.00	0.00	-3,003.00
000	2459	DUE TO/FROM LAKELAND BOND	0.00	6.25	63.55	-57.30	0.00	-57.30
000	2460	DUE TO/FROM LAKELAND EMERGENCY	2.05	0.00	0.00	2.05	0.00	2.05
000	2461	DUE TO/FROM LAKELAND COSA	-102.78	0.00	0.00	-102.78	0.00	-102.78
000	2462	DUE TO/FROM LAKELAND SUPP	-204.51	32.97	607.47	-779.01	0.00	-779.01
000	2463	DUE TO/FROM LAKELAND OTHER	-296.00	0.69	7.13	-302.44	0.00	-302.44
000	2464	DUE TO/FROM LAKELAND PLANT	423.53	4.97	4.97	423.53	0.00	423.53
000	2465	DUE TO/FROM WEST BONNER SUPP	-9,745.37	14,486.00	34,057.51	-29,316.88	0.00	-29,316.88
000	2466	DUE TO/FROM WEST BONNER OTHER	-412.06	538.57	1,129.67	-1,003.16	0.00	-1,003.16

Bonner County, ID  
Treasurer Auditor Joint Report  
From 4/01/2023 to 6/30/2023

Org	Object	Account Description	Beginning Balance	Receipts and Transfers	Disbursements and Transfers	Ending Balance	Outstanding Warrants	Available Cash Balance
<b>Bonner County</b>								
<b>Fund: 000</b>	<b>POOLED CASH FUND</b>							
000	2467	DUE TO/FROM LAKE P.O. SUPP	-155,547.04	361,278.93	270,021.32	-64,289.43	0.00	-64,289.43
000	2468	DUE TO/FROM LAKE P.O. OTHER	-4,572.21	8,267.06	6,228.93	-2,534.08	0.00	-2,534.08
000	2470	DUE TO/FROM INDEPENDENT HWY DI	0.00	107,400.87	113,289.80	-5,888.93	0.00	-5,888.93
000	2471	DUE TO/FROM P.O. HOSPITAL	4,679.13	30,152.24	37,800.13	-2,968.76	0.00	-2,968.76
000	2472	DUE TO/FROM AMBULANCE DISTRICT	-3,078.94	17,966.77	32,612.21	-17,724.38	0.00	-17,724.38
000	2473	DUE TO/FROM PR LAKE LIBRARY	0.00	2,246.08	2,355.31	-109.23	0.00	-109.23
000	2474	DUE TO/FROM E BONNER LIBRARY	-1,067.84	56,920.80	70,832.68	-14,979.72	0.00	-14,979.72
000	2475	DUE TO/FROM LIBRARY BOND	-18.70	1,377.69	1,377.69	-18.70	0.00	-18.70
000	2476	DUE TO/FROM W BONNER LIBRARY	-5,947.68	20,289.03	18,733.07	-4,391.72	0.00	-4,391.72
000	2477	DUE TO/FROM W BONNER CEMETERY	-1,508.69	6,079.23	8,985.56	-4,415.02	0.00	-4,415.02
000	2478	DUE TO/FROM NORTHSIDE FIRE	11,640.36	32,240.91	42,671.28	1,209.99	0.00	1,209.99
000	2479	DUE TO/FROM TIMBERLAKE FIRE	0.00	638.33	959.08	-320.75	0.00	-320.75
000	2480	DUE TO/FROM WESTSIDE FIRE	0.00	6,210.84	8,302.98	-2,092.14	0.00	-2,092.14
000	2481	DUE TO/FROM N OF THE NARROWS	0.00	1,410.39	1,410.39	0.00	0.00	0.00
000	2483	DUE TO/FROM SAGLE FIRE	0.00	18,900.34	29,359.76	-10,459.42	0.00	-10,459.42
000	2484	DUE TO/FROM WEST P.O. FIRE	-2,207.18	3,457.33	7,885.41	-6,635.26	0.00	-6,635.26
000	2485	DUE TO/FROM SPIRIT LAKE FIRE	-10,350.00	45,864.74	59,535.38	-24,020.64	0.00	-24,020.64
000	2486	DUE TO/FROM W PRIEST LAKE FIRE	-1,225.22	2,873.02	7,386.86	-5,739.06	0.00	-5,739.06
000	2487	DUE TO/FROM COOL/CAVANAUGH FIR	0.00	1,804.03	8,315.80	-6,511.77	0.00	-6,511.77
000	2488	DUE TO/FROM SAM OWEN FIRE	-1,137.26	8,378.18	8,330.31	-1,089.39	0.00	-1,089.39
000	2489	DUE TO/FROM SCHWEITZER FIRE	-12,282.13	17,266.30	16,314.31	-11,330.14	0.00	-11,330.14
000	2490	DUE TO/FROM BAY DRIVE REC	0.00	0.02	0.02	0.00	0.00	0.00
000	2491	DUE TO/FROM SELKIRK RECREATION	-8,851.09	18,506.79	17,956.37	-8,300.67	0.00	-8,300.67
000	2492	DUE TO/FROM WEST BONNER WATER	-121.33	1,953.34	2,039.22	-207.21	0.00	-207.21
000	2494	DUE TO/FROM BOTTLE BY WAT/SEW	-123.06	688.85	670.22	-104.43	0.00	-104.43
000	2495	DUE TO/FROM ELLISPORT SEWER	-626.45	17.17	17.17	-626.45	0.00	-626.45
000	2496	DUE TO/FROM KOOTENAI/PONDERAY	0.00	65.23	92.02	-26.79	0.00	-26.79

**Bonner County, ID**  
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Org	Object	Account Description	Beginning Balance	Receipts and Transfers	Disbursements and Transfers	Ending Balance	Outstanding Warrants	Available Cash Balance
<b>Bonner County</b>								
<b>Fund: 000</b>	<b>POOLED CASH FUND</b>							
000	2497	DUE TO/FROM GRANITE-REEDER WAT	0.00	1,294.50	2,512.98	-1,218.48	0.00	-1,218.48
000	2498	DUE TO/FROM BAYVIEW WATER	0.00	0.00	2.91	-2.91	0.00	-2.91
000	2500	DUE TO/FROM KALISPEL BAY WATER	15.50	0.00	0.00	15.50	0.00	15.50
000	2502	DUE TO/FROM AUDITORS TRUST	-118,705.14	249,592.21	240,644.98	-109,757.91	0.00	-109,757.91
000	2503	DUE TO/FROM COBRA TRUST	-507.30	0.00	0.00	-507.30	0.00	-507.30
000	2507	DUE TO/FROM COURT TRUST DIST C	-1,033,454.59	1,069,571.27	200,482.98	-164,366.30	0.00	-164,366.30
000	2508	DUE TO/FROM ISA	-380.00	1,060.00	1,060.00	-380.00	0.00	-380.00
000	2510	DUE TO/FROM NEW MAGISTRATE TR	-465,596.24	603,583.35	404,047.43	-266,060.32	0.00	-266,060.32
000	2511	DUE TO/FROM SAGLE VALLEY WATER	0.00	0.00	7,855.76	-7,855.76	0.00	-7,855.76
000	2512	DUE TO/FROM COOLIN SEWER DISTR	-0.06	0.00	2,070.02	-2,070.08	0.00	-2,070.08
000	2514	DUE TO/FROM SOUTHSIDE WATER	0.00	28.76	5,760.04	-5,731.28	0.00	-5,731.28
000	2522	DUE TO/FROM EAST BONNER SNOW G	-39,483.58	11,326.34	0.00	-28,157.24	0.00	-28,157.24
000	2523	DUE TO/FROM TRESTLE CREEK SWR	0.00	10.21	10.21	0.00	0.00	0.00
000	2527	DUE TO/FROM WESTSIDE FIRE BOND	-2,302.48	687.74	502.76	-2,117.50	0.00	-2,117.50
000	2528	DUE TO/FROM WB PLANT FACILITIE	0.00	216.90	216.90	0.00	0.00	0.00
000	2530	DUE TO/FROM SI MEDICAL INS	-1,212,678.42	1,163,218.43	1,154,252.11	-1,203,712.10	0.00	-1,203,712.10
000	2531	DUE TO/FROM DENTAL SI	-42,344.97	54,236.38	60,314.22	-48,422.81	0.00	-48,422.81
000	2532	DUE TO/FROM WESTIDE FIRE PERM	-89.80	91.92	45.96	-43.84	0.00	-43.84
000	2533	DUE TO/FROM EAST PRIEST LAKE F	-2.05	0.00	0.00	-2.05	0.00	-2.05
000	2534	DUE TO/FROM SYRINGA HEIGHTS WA	-423.53	0.00	0.00	-423.53	0.00	-423.53
000	2535	DUE TO/FROM COUNTY SPECIAL PRO	-107,318.56	0.00	15.00	-107,333.56	0.00	-107,333.56
<b>Total Fund 000:</b>			<b>-41,921,041.14</b>	<b>38,833,033.49</b>	<b>33,782,798.68</b>	<b>-36,870,806.33</b>	<b>-1,732,165.43</b>	<b>-35,138,640.90</b>
<b>Total Bonner County</b>			<b>-41,921,041.14</b>	<b>38,833,033.49</b>	<b>33,782,798.68</b>	<b>-36,870,806.33</b>	<b>-1,732,165.43</b>	<b>-35,138,640.90</b>

7-24-23 -ck  
7-28-23 -ms

**Bonner County, ID**  
**Treasurer Auditor Joint Report**  
**From 4/01/2023 to 6/30/2023**

**Report Parameters**

**Report Type:** Bonner County  
**Org:** 000  
**Object textbox:** 2000:6000  
**Object:** All Objects  
**Beg Effective Date:** 4/1/2023  
**End Effective Date:** 6/30/2023  
**Hide Zero Lines:** Yes  
**Excel:** No

Bonner County, ID  
Treasurer Auditor Joint Report  
From 4/01/2023 to 6/30/2023

Org	Object	Account Description	Beginning Balance	Receipts and Transfers	Disbursements and Transfers	Ending Balance	Outstanding Warrants	Available Cash Balance
<b>Bonner County</b>								
<b>Fund: 000</b>	<b>POOLED CASH FUND</b>							
000	1001	TREASURER DEPOSIT ACCOUNT	0.00	21,326,407.77	21,326,407.77	0.00	0.00	0.00
000	1002	TREASURER ACCT/WARRANT ACCT	20,061,436.65	17,160,409.93	24,390,000.09	12,831,846.49	0.00	12,831,846.49
000	1003	COLUMBIA BANK - SWEEP	140,000.00	0.00	0.00	140,000.00	0.00	140,000.00
000	1008	MOUNTAIN WEST BANK - PEG	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00
000	1009	MOUNTAIN WEST BANK - SWEEP	3,164,784.13	2,032,573.33	120.00	5,197,237.46	0.00	5,197,237.46
000	1015	MULTI-BANK SECURITIES	247,000.00	0.00	0.00	247,000.00	0.00	247,000.00
000	1016	MULTI-BANK SECURITIES	245,000.00	0.00	0.00	245,000.00	0.00	245,000.00
000	1017	MULTI-BANK SECURITIES	200,000.00	0.00	0.00	200,000.00	0.00	200,000.00
000	1018	MULTI-BANK SECURITIES	415,000.00	0.00	0.00	415,000.00	0.00	415,000.00
000	1020	MULTI-BANK SECURITIES	230,000.00	0.00	0.00	230,000.00	0.00	230,000.00
000	1021	MULTI-BANK SECURITIES	500,000.00	0.00	0.00	500,000.00	0.00	500,000.00
000	1022	MULTI-BANK SECURITIES	240,000.00	0.00	0.00	240,000.00	0.00	240,000.00
000	1023	MULTI-BANK SECURITIES	275,000.00	0.00	0.00	275,000.00	0.00	275,000.00
000	1024	MULTI-BANK SECURITIES	400,000.00	0.00	0.00	400,000.00	0.00	400,000.00
000	1025	MULTI-BANK SECURITIES	499,350.90	0.00	0.00	499,350.90	0.00	499,350.90
000	1026	MULTI-BANK SECURITIES	998,340.26	0.00	0.00	998,340.26	0.00	998,340.26
000	1027	MULTI-BANK SECURITIES	997,940.60	998,409.81	997,940.60	998,409.81	0.00	998,409.81
000	1028	MULTI-BANK SECURITIES	497,549.74	0.00	0.00	497,549.74	0.00	497,549.74
000	1040	TREASURER'S OFFICE-STATE POOL	12,721,278.07	145,449.44	0.00	12,866,727.51	0.00	12,866,727.51
000	1041	CRAIG WYDEN FUND - STATE POOL	25,846.43	295.51	0.00	26,141.94	0.00	26,141.94
000	1042	TAX SALE OVRAGE - STATE POOL	42,669.36	487.86	0.00	43,157.22	0.00	43,157.22
000	1050	ASSESSOR'S UPSTAIRS CASH DRWR	60.00	0.00	0.00	60.00	0.00	60.00
000	1051	ASSESSOR'S MV CASH DRWR	2,035.00	0.00	0.00	2,035.00	0.00	2,035.00
000	1053	CLERK'S PETTY CASH	900.00	0.00	0.00	900.00	0.00	900.00
000	1055	CLERK'S PETTY CASH	550.00	0.00	0.00	550.00	0.00	550.00
000	1057	CLERK'S RECORDER CASH DRWR	600.00	0.00	0.00	600.00	0.00	600.00
000	1058	DUFORT SOLID WASTE PETTY CASH	200.00	0.00	0.00	200.00	0.00	200.00

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<b>Bonner County</b>								
<b>Fund: 000</b>	<b>POOLED CASH FUND</b>							
000	1059	PLANNING DEPT PETTY CASH	450.00	0.00	0.00	450.00	0.00	450.00
000	1060	ROAD & BRIDGE PETTY CASH	200.00	0.00	0.00	200.00	0.00	200.00
000	1061	SHERIFF'S CIVIL TAX DRAWER	150.00	0.00	0.00	150.00	0.00	150.00
000	1062	SHERIFF'S DRIVER LIC CASH DRWR	850.00	0.00	0.00	850.00	0.00	850.00
000	1063	SHERIFF'S FRONT DESK	50.00	0.00	0.00	50.00	0.00	50.00
000	1064	SHERIFF'S PETTY CASH	300.00	0.00	0.00	300.00	0.00	300.00
000	1066	PETTY CASH BLANCHARD	200.00	0.00	0.00	200.00	0.00	200.00
000	1067	PROSECUTOR'S PETTY CASH	200.00	0.00	0.00	200.00	0.00	200.00
000	1068	SW PETTY CASH CLARK FORK	100.00	0.00	0.00	100.00	0.00	100.00
000	1069	SOLID WASTE PETTY CASH COLBURN	500.00	0.00	0.00	500.00	0.00	500.00
000	1070	SW PETTY CASH DICKENSHEET	300.00	0.00	0.00	300.00	0.00	300.00
000	1071	SW PETTY CASH EAST RIVER	100.00	0.00	0.00	100.00	0.00	100.00
000	1072	SW PETTY CASH GARFIELD	100.00	0.00	0.00	100.00	0.00	100.00
000	1073	SW PETTY CASH IDAHO HILL	500.00	0.00	0.00	500.00	0.00	500.00
000	1074	PETTY CASH SOLID WASTE DEPT	100.00	0.00	0.00	100.00	0.00	100.00
000	1075	TREASURER'S OFFICE CASH DRWR	700.00	0.00	0.00	700.00	0.00	700.00
000	1076	TREASURER'S OFFICE PETTY CASH	400.00	0.00	0.00	400.00	0.00	400.00
000	1077	WEEDS PETTY CASH	0.00	200.00	0.00	200.00	0.00	200.00
000	1078	SW PETTY CASH CAREYWOOD	100.00	0.00	0.00	100.00	0.00	100.00
000	1079	GIS PETTY CASH	100.00	0.00	0.00	100.00	0.00	100.00
000	1090	SW PETTY CASH MIDWAY	100.00	0.00	0.00	100.00	0.00	100.00
<b>Total Fund 000:</b>			<b>41,921,041.14</b>	<b>41,664,233.65</b>	<b>46,714,468.46</b>	<b>36,870,806.33</b>	<b>0.00</b>	<b>36,870,806.33</b>
<b>Total Bonner County</b>			<b>41,921,041.14</b>	<b>41,664,233.65</b>	<b>46,714,468.46</b>	<b>36,870,806.33</b>	<b>0.00</b>	<b>36,870,806.33</b>

7-24-23 - CK  
7-20-23 - RF

**Bonner County, ID  
Treasurer Auditor Joint Report  
From 4/01/2023 to 6/30/2023**

**Report Parameters**

**Report Type:** Bonner County  
**Org:** 000  
**Object textbox:** 1000:1999  
**Object:** All Objects  
**Beg Effective Date:** 4/1/2023  
**End Effective Date:** 6/30/2023  
**Hide Zero Lines:** Yes  
**Excel:** No

Bonner County, ID EMS  
 Treasurer Auditor Joint Report  
 From 4/01/2023 to 6/30/2023

Org	Object	Account Description	Beginning Balance	Receipts and Transfers	Disbursements and Transfers	Ending Balance	Outstanding Warrants	Available Cash Balance
<b>EMS</b>								
<b>Fund: 999 EMS - NEW</b>								
999	2000	WARRANTS PAYABLE	-31,282.38	669,923.03	742,416.99	-103,776.34	-103,776.34	0.00
999	2010	PAYROLL PAYABLE	5,771.06	387,657.13	387,657.13	5,771.06	0.00	5,771.06
999	2020	ACCOUNTS PAYABLE	-58,933.93	742,863.39	691,512.40	-7,582.94	0.00	-7,582.94
999	2030	ACCRUED WAGES PAYABLE	-103,781.59	0.00	0.00	-103,781.59	0.00	-103,781.59
999	2050	ACCRUED RETIREMENT PAYABLE	-11,910.86	0.00	0.00	-11,910.86	0.00	-11,910.86
999	2051	ACCRUED PAYROLL TAXES PAYABLE	-7,235.61	0.00	0.00	-7,235.61	0.00	-7,235.61
999	2060	PAYROLL TAXES PAYABLE	307.75	115,137.14	115,137.14	307.75	0.00	307.75
999	2300	DEFERRED TAX REVENUE	-82,097.07	0.00	0.00	-82,097.07	0.00	-82,097.07
999	3000	FUND BALANCE - UNAPPROPRIATED	-924,489.55	0.00	0.00	-924,489.55	0.00	-924,489.55
999	3100	BUDGET FUND BALANCE - UNRESERV	3,345,768.00	0.00	0.00	3,345,768.00	0.00	3,345,768.00
999	3220	APPROPRIATIONS	-6,960,193.00	0.00	0.00	-6,960,193.00	0.00	-6,960,193.00
999	3230	EST REVENUES	3,614,425.00	0.00	0.00	3,614,425.00	0.00	3,614,425.00
999	4000	REVENUE CONTROL	-4,904,372.88	200.00	657,889.30	-5,562,062.18	0.00	-5,562,062.18
999	6000	EXPENDITURE CONTROL	2,608,776.86	1,219,080.47	1,233.18	3,826,624.15	0.00	3,826,624.15
<b>Total Fund 999:</b>			<b>-3,509,248.20</b>	<b>3,134,861.16</b>	<b>2,595,846.14</b>	<b>-2,970,233.18</b>	<b>-103,776.34</b>	<b>-2,866,456.84</b>
<b>Total EMS</b>			<b>-3,509,248.20</b>	<b>3,134,861.16</b>	<b>2,595,846.14</b>	<b>-2,970,233.18</b>	<b>-103,776.34</b>	<b>-2,866,456.84</b>

7-11-23 -ck  
 7-28-23 mt

**Bonner County, ID  
Treasurer Auditor Joint Report  
From 4/01/2023 to 6/30/2023**

**Report Parameters**

**Report Type:** EMS  
**Org:** 999  
**Object textbox:** 2000:6000  
**Object:** All Objects  
**Beg Effective Date:** 4/1/2023  
**End Effective Date:** 6/30/2023  
**Hide Zero Lines:** Yes  
**Excel:** No

Bonner County, ID EMS  
 Treasurer Auditor Joint Report  
 From 4/01/2023 to 6/30/2023

Org	Object	Account Description	Beginning Balance	Receipts and Transfers	Disbursements and Transfers	Ending Balance	Outstanding Warrants	Available Cash Balance
<b>EMS</b>								
<b>Fund: 999 EMS - NEW</b>								
999	1097	EMS DEPOSIT ACCOUNT	0.00	657,689.30	657,689.30	0.00	0.00	0.00
999	1098	EMS - COLUMBIA PEG	200,000.00	0.00	0.00	200,000.00	0.00	200,000.00
999	1099	EMS TREASURER/WARRANT	2,830,313.55	1,160,483.57	1,699,498.59	2,291,298.53	0.00	2,291,298.53
999	1100	TAX RECEIVABLE - REAL	88,879.09	0.00	0.00	88,879.09	0.00	88,879.09
999	1200	ACCOUNTS/CONTRACTS RECEIVABLE	319,877.58	200.00	200.00	319,877.58	0.00	319,877.58
999	1310	PREPAID EXPENSE	70,177.98	0.00	0.00	70,177.98	0.00	70,177.98
<b>Total Fund 999:</b>			<b>3,509,248.20</b>	<b>1,818,372.87</b>	<b>2,357,387.89</b>	<b>2,970,233.18</b>	<b>0.00</b>	<b>2,970,233.18</b>
<b>Total EMS</b>			<b>3,509,248.20</b>	<b>1,818,372.87</b>	<b>2,357,387.89</b>	<b>2,970,233.18</b>	<b>0.00</b>	<b>2,970,233.18</b>

DRAFT

7-11-23-CL  
 7-28-23-PA

**Bonner County, ID  
Treasurer Auditor Joint Report  
From 4/01/2023 to 6/30/2023**

**Report Parameters**

**Report Type:** EMS  
**Org:** 999  
**Object textbox:** 1000:1999  
**Object:** All Objects  
**Beg Effective Date:** 4/1/2023  
**End Effective Date:** 6/30/2023  
**Hide Zero Lines:** Yes  
**Excel:** No



# **DRAFT** 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)

Item 1

August 15, 2023

## Memorandum

To: Board of County Commissioners

From: Jake Gabell, Bonner County Planning Director

Re: Reappointment of Michael Leita and Deby Trinen to the Planning Commission

---

The Bonner County Board of Commissioners appoints members to the Planning Commission, per BCRC 12-122. Positions F and G will be vacant on the planning commission due to expiration. The Chairman of the Board is recommending the appointment of Michael Leita and Deby Trinen to fill these vacancies.

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

Distribution: Jake Gabell  
Jenna Crone

**I move to adopt Resolution #23-\_\_\_\_\_ reappointing Michael Leita and Deby Trinen to the Planning Commission per BCRC 12-122 filling the to be vacate Positions F and G, respectively.**

Recommendation Acceptance:  Yes  No

\_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Steven Bradshaw, Chairman

# DRAFT

## RESOLUTION NO. 23- PLANNING COMMISSION

### Reappointing Michael Leita and Deby Trinen to the Bonner County Planning Commission

**WHEREAS**, Idaho Code 67-6504 provides the authority for creation of a Planning Commission and procedures for filling vacancies; and

**WHEREAS**, the Bonner County Board of Commissioners has created a Planning Commission with the adoption of Ordinance 655 thereby amending Bonner County Revised Code Section 12-122 providing for the creation of a Planning Commission and procedures for filling vacancies and terms of office thereon; and

**WHEREAS**, Bonner County Revised Code Section 12-122 provides for the creation of the Bonner County Planning Commission with seven (7) positions with the terms of office as set forth: Positions A, B, and C shall first expire September 30, 2025, and then every three (3) years thereafter. Positions D and E shall expire September 30, 2024, and every three (3) years thereafter. Positions F and G shall expire September 30, 2023, and every three (3) years thereafter; and

**WHEREAS**, positions F and G will be vacant on October 1, 2023 due to expiration; and

**WHEREAS**, the Chair of the Board of County Commissioners has submitted to the Board Michael Leita and Deby Trinen to be reappointed to the Planning Commission for a three year term expiring on September 30, 2026;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Bonner County, Idaho, of the reappointment of Michael Leita and Deby Trinen as a Commission Member of the Bonner County Planning Commission to fill the position effective October 1, 2023. Adopted as a resolution of the Bonner County Board of Commissioners upon a majority vote this 15<sup>th</sup> day of August, 2023.

### BOARD OF BONNER COUNTY COMMISSIONERS

\_\_\_\_\_  
Steven Bradshaw, Chairman

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

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

**ATTEST:** Michael W. Rosedale

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



# **DRAFT** 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)

August 15, 2023

Item 2

## Memorandum

To: Board of County Commissioners

From: Jake Gabell, Bonner County Planning Director

Re: Reappointment of Robert Clark to the Zoning Commission

The Bonner County Board of Commissioners appoints members to the Zoning Commission, per BCRC 12-123. Position A will be vacant on the Zoning Commission due to expiration. The Chairman of the Board is recommending the appointment of Robert Clark to fill this vacancy.

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

Distribution: Jake Gabell  
Jenna Crone

**I move to adopt Resolution #23-\_\_\_\_\_ reappointing Robert Clark to the Zoning Commission per BCRC 12-122 filling the to be vacate Position A.**

Recommendation Acceptance:  Yes  No

\_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Steven Bradshaw, Chairman

# DRAFT

## RESOLUTION NO. 23- ZONING COMMISSION

### Reappointing Robert Clark to the Bonner County Zoning Commission

**WHEREAS**, Idaho Code 67-6504 provides the authority for creation of a Zoning Commission and procedures for filling vacancies; and

**WHEREAS**, the Bonner County Board of Commissioners has created a Zoning Commission with the adoption of Ordinance 655 thereby amending Bonner County Revised Code Section 12-123 providing for the creation of a Zoning Commission and procedures for filling vacancies and terms of office thereon; and

**WHEREAS**, Bonner County Revised Code Section 12-123 provides for the creation of the Bonner County Zoning Commission with five (5) positions with the terms of office as set forth: Position A shall first expire September 30, 2023, and then every three (3) years thereafter. Positions B and C shall expire September 30, 2024, and every three (3) years thereafter. Positions D and E shall expire September 30, 2025, and every three (3) years thereafter; and

**WHEREAS**, position A will be vacant on October 1, 2023 due to expiration; and

**WHEREAS**, the Chair of the Board of County Commissioners has submitted to the Board Robert Clark to be reappointed to the Zoning Commission for a three year term expiring on September 30, 2026;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Bonner County, Idaho, of the reappointment of Robert Clark as a Commission Member of the Bonner County Zoning Commission to fill the position effective October 1, 2023. Adopted as a resolution of the Bonner County Board of Commissioners upon a majority vote this 15<sup>th</sup> day of August, 2023.

### BOARD OF BONNER COUNTY COMMISSIONERS

\_\_\_\_\_  
Steven Bradshaw, Chairman

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

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

**ATTEST:** Michael W. Rosedale

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



# DRAFT

Office of  
Dennis Engelhardt

## Bonner County Assessor

1500 Hwy 2, Suite 205  
Sandpoint, Idaho 83864  
Phone 208-265-1440 Fax 208-265-1451

August 4, 2023

### Memorandum BOCC Item #1

To: Commissioners

RE: Canon Lease Contract/Assessor's Office

Description: In May 2016 the Assessor's Office entered lease agreements with Canon for 3 printers. It has been over 6 years since we entered this agreement. After speaking with the representative from Canon our monthly lease will increase. However, we can lower our per print page. With the updated equipment and the new lease, we can save approximately \$239.07 a month. Our Canon representative has helped us select 3 new pieces of equipment. The new lease amount will be \$377.00/Monthly. The new lease and Return Schedule are included here.

Distribution: 1 copy to BOCC Office  
1 copy to the Auditor's Office

A suggested motion would be: Mr. Chairman based on the information before us I move that the County approve the contract with Canon Financial Services for 3 new Image Runners/printers for the Bonner County Assessor's office.

Recommendation Acceptance: \_\_\_yes \_\_\_no

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



Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Return Schedule, Rider B of Agreement

Customer: BONNER COUNTY OF
Agreement #: MA6238

Salesperson: Sierra Love-Ensminger
Transaction #: S21013300

Order date: 7/10/2023

Customer ("You") Customer Account: 1845351 Service Requested: Upgrade
Company: BONNER, COUNTY OF
Address: 1500 HIGHWAY 2 STE 205 ASSESSORS OFFICE
City: SANDPOINT County: BONNER
State: ID Zip: 83864-1709 Phone: 208-265-1440
Contact name: Lisa Lawrence
Email: lisa.lawrence@bonnercountyid.gov
Alternate Contact:
Alternate Phone:

If "Buyout Reimbursement" is selected above, the following MUST be completed:

\$ To be paid upon delivery / acceptance pursuant to Rider B, Section 1.

Payable to: Reason for check issuance:

If transaction includes a Lease Upgrade or Buyout the following MUST be completed:

Select one:
[ ] Not Applicable: No Equipment pick up required
[ ] CSA will pick up the Equipment
[ ] Return Equipment to CFS
[ ] Return Equipment to CSA Original Order Date
[ ] You will return Equipment to leasing company according to the terms and conditions of your lease agreement
[ ] You will retain the equipment.
Will retained equipment remain under a CSA Maintenance Agreement?
[ ] No
[ ] Yes: SELECT ONE: under an Existing Contract [ ] Or New Contract [ ]

Trade in Equipment Condition:

Equipment for Trade-In, Upgrade, or Return

If transaction includes a Lease return the following MUST be completed:

Table with 8 columns: Return code, Item Code, Description, Serial #, Equipment Location, Contact Name & Phone, Email, Alt pick up date. Contains 3 rows of equipment details.

Pick Up /Return Information:

[ ] Same Date as Delivery of Listed Items Specified on the Agreement
[ ] Other Specified Date: / / (but no longer than 30 days after delivery of Listed Items under Agreement)

Contact Name: Phone: Email:

Hours of Operation: Number of Steps: Elevator: Loading Dock:

Special Instructions:

THIS RETURN SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS RETURN SCHEDULE.

Customer's Authorized Signature
Printed Name Title Date



Lease Schedule ("Schedule") - Blended (SER-800)

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Customer: BONNER, COUNTY OF
Agreement #: MA6238

CFS App #:
Transaction #: S21013300

Salesperson: Sierra Love-Ensminger
Order Date: 07/10/23

Billing Information: Customer Account: 1845351
Company: BONNER, COUNTY OF
DBA:
Address: 1500 HIGHWAY 2 STE 205 ASSESSORS OFFICE
Address 2:
City: SANDPOINT County: BONNER
State: ID Zip: 83864-1709 Phone #: 208-265-1440
Contact: Lisa Lawrence Fax #:
Email: lisa.lawrence@bonnercountyd.gov
Rider A applies (Office Equip/Cut Sheet Production)

Table with columns: Payment Information, Equipment Maintenance Information, Other Transaction Details. Includes rows for Lease Term (60 Months), Total (\$377.00), Due at Signing, and Excess Per Image Charge(s).

Main table with columns: Item Code, Listed Items Description, Qty, Ship To & Maintenance Billing Information. Lists items like IMAGERUNNER ADVANCE DX C5840I and provides shipping/billing details.

Additional Requirements:
OC: COUNTY OF DUPAGE CONTRACT FI-R-0251-18
Consumables: Toner, Staples Inclusive
Meter Method: Remote Reporting Agent
For CSA USE ONLY: Config: A | 57010041

THIS SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE ("AGREEMENT"), INCLUDING THE MASTER LEASE TERMS SET FORTH AS RIDER G THERETO WHICH SHALL CONTROL (THE "LEASE TERMS"). TO THE EXTENT THE TERMS OF AN EXISTING CFS MASTER AGREEMENT ARE REFERENCED ON THIS SCHEDULE (THE "EXISTING MASTER CFS LEASE") AND ARE APPLICABLE TO THIS SCHEDULE, THEY SHALL CONTROL OVER THE MASTER LEASE TERMS SET FORTH AS RIDER G TO THE AGREEMENT FOR SO LONG AS THE EXISTING MASTER CFS LEASE REMAINS IN EFFECT. STANDARD TERMS AND CONDITIONS AND APPLICABLE RIDERS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. THIS SCHEDULE CONSTITUTES A LEASE OF THE LISTED ITEMS, AND IS BINDING ON CUSTOMER UPON SIGNING BY CUSTOMER, AND IS BINDING ON CSA AND LESSOR AS PROVIDED IN THE LEASE TERMS. THIS SCHEDULE IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. BY YOUR SIGNATURE, CUSTOMER AGREES TO LEASE THE LISTED ITEMS AND, IF SELECTED, TO PURCHASE THE MAINTENANCE SERVICES DESCRIBED HEREIN. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SCHEDULE.

Customer Authorized Signature: Printed Name: Title: Date:
ACCEPTANCE CERTIFICATE

To: CSA and Lessor: Customer certifies that (a) the Listed Items referred to in the above Schedule have been received, (b) installation has been completed, (c) the Listed Items have been examined by Customer and are in good operating order and condition and are, in all respects, satisfactory to the Customer, and (d) the Listed Items are irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Schedule.

Authorized Signature: Printed Name: Title: Date:

For Internal Purposes Only: CFS Authorized Signature: Printed Name: Title: Date:



Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Customer: BONNER, COUNTY OF
Agreement #: MA6238

CFS App #:

Salesperson: Sierra Love-Ensminger

Transaction #: S21013300

Order Date: 07/10/23

Billing Information Customer Account: 1845351
Company: BONNER, COUNTY OF
DBA:
Address: 1500 HIGHWAY 2 STE 205 ASSESSORS OFFICE
Address 2:
City: SANDPOINT County: BONNER
State: ID Zip: 83864-1709 Phone #: 208-265-1440
Contact: Lisa Lawrence Fax #:
Email: lisa.lawrence@bonnercountyid.gov
Rider A applies (Office Equip/Cut Sheet Production)

Table with columns: Payment Information, Equipment Maintenance Information, Other Transaction Details. Includes rows for Lease Term (60 Months), # of Lease Payments (60), Total (See Page 1), Due at Signing, Covered Images Included in Payment (B&W: 00 Color: 00), Excess Per Image Charge(s) (B&W: \$0.00750 Color: \$0.04200).

Table with columns: Item Code, Listed Items Description, Qty, Ship To & Maintenance Billing Information. Lists items like IMAGERUNNER ADVANCE DX C56401, CASSETTE FEEDING UNIT-A01, etc. Includes shipping and billing details for 1500 HIGHWAY 2 STE 205 ASSESSORS OFFICE.

Additional Requirements:
OC: COUNTY OF DUPAGE CONTRACT FI-R-0251-18
Consumables: Toner Only Auto-Toner Fulfillment\*\*
Meter Method: Remote Reporting Agent
For CSA USE ONLY: Config: B | 57010042

THIS SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE ("AGREEMENT"), INCLUDING THE MASTER LEASE TERMS SET FORTH AS RIDER G THERETO WHICH SHALL CONTROL (THE "LEASE TERMS"). TO THE EXTENT THE TERMS OF AN EXISTING CFS MASTER AGREEMENT ARE REFERENCED ON THIS SCHEDULE (THE "EXISTING MASTER CFS LEASE") AND ARE APPLICABLE TO THIS SCHEDULE, THEY SHALL CONTROL OVER THE MASTER LEASE TERMS SET FORTH AS RIDER G TO THE AGREEMENT FOR SO LONG AS THE EXISTING MASTER CFS LEASE REMAINS IN EFFECT. STANDARD TERMS AND CONDITIONS AND APPLICABLE RIDERS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. THIS SCHEDULE CONSTITUTES A LEASE OF THE LISTED ITEMS, AND IS BINDING ON CUSTOMER UPON SIGNING BY CUSTOMER, AND IS BINDING ON CSA AND LESSOR AS PROVIDED IN THE LEASE TERMS. THIS SCHEDULE IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. BY YOUR SIGNATURE, CUSTOMER AGREES TO LEASE THE LISTED ITEMS AND, IF SELECTED, TO PURCHASE THE MAINTENANCE SERVICES DESCRIBED HEREIN. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SCHEDULE.

Customer Authorized Signature: Printed Name: Title: Date:

ACCEPTANCE CERTIFICATE

To: CSA and Lessor: Customer certifies that (a) the Listed Items referred to in the above Schedule have been received, (b) installation has been completed, (c) the Listed Items have been examined by Customer and are in good operating order and condition and are, in all respects, satisfactory to the Customer, and (d) the Listed Items are irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Schedule.

Authorized Signature: Printed Name: Title: Date:

For Internal Purposes Only: CFS Authorized Signature: Printed Name: Title: Date:

\*\*Requires ImageWARE Remote



Customer: BONNER, COUNTY OF

Agreement #: MA6238

Order Date: 07/10/23 Salesperson: Sierra Love-Ensminger

Rider A applies (Office Equip/Cut Sheet Production)	Covered Images Included In Payment	Excess Per Image Charge(s)
	B&W: 00	B&W: \$0.01380

Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
5160C002	IMAGECLASS X MF1643I II	1	<b>Shipping:</b> 1500 HIGHWAY 2 STE 205 ASSESSORS OFFICE <b>Delivery Date:</b> <b>Address 2:</b> <b>City:</b> SANDPOINT <b>County:</b> BONNER <b>State:</b> ID <b>Zip:</b> 83864-1709 <b>Contact:</b> Lisa Lawrence <b>Ph #:</b> 208-265-1440 <b>Email:</b> lisa.lawrence@bonnercountyid.gov <b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>IT Contact:</b> Lisa Lawrence <b>Ph #:</b> 208-265-1440 <b>Email:</b> lisa.lawrence@bonnercountyid.gov <b>Billing:</b> <b>Address 2:</b> <b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b> <b>Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> <b>Consumables:</b> Toner Only <b>Auto-Toner Fulfillment**</b> <b>Meter Method:</b> Remote Reporting Agent <b>For CSA USE ONLY:</b> <b>Config:</b> C   57010043
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	
2368V991	PRINTER CONNECTIVITY	1	

	Covered Images Included In Payment	Excess Per Image Charge(s)

Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
			<b>Shipping:</b> <b>Delivery Date:</b> <b>Address 2:</b> <b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b> <b>Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>IT Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>Billing:</b> <b>Address 2:</b> <b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b> <b>Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>Elevator:</b> <b>Loading Dock:</b> <b># of Steps:</b> <b>Hrs of Operation:</b> <b>For CSA USE ONLY:</b>



# DRAFT AIRPORTS

Dave Schuck  
208-255-9179

## AIRPORT ITEM #1

**Meeting Date: August 15, 2023**

### MEMORANDUM

**To:** Commissioners

**Re:** Right of Way Exchange between Bonner County and City of Sandpoint & Independent Highway District

**Description:** Bonner County is requesting to exchange right of ways as described in the attached survey, legal descriptions, and exhibit.

IAW Idaho Code 31-808.9 The board of county commissioners may at their discretion, grant to or exchange with the federal government, the state of Idaho, any political subdivision or taxing district of the state of Idaho... with or without compensation, any real or personal property or any interest in such property owned by the county or acquired by tax deed, after adoption of a resolution by the board of county commissioners that the grant or exchange of property is in the public interest.

The proposed exchange is in the public interest in that it removes a useless city right of way from county property allowing additional public parking at Sandpoint Airport.

I recommend exchanging these rights of way.

**Legal Review:** \_\_\_\_\_ **X** \_\_\_\_\_

**Auditing Review:** \_\_\_\_\_

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

**A suggested motion would be:** Mr. Chairman based on the information before us I move that the County exchange this property as presented.

Recommendation Acceptance:  yes  no \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Steven Bradshaw, Chairman

# DRAFT

## WARRANTY DEED

FOR VALUE RECEIVED, BONNER COUNTY, a political subdivision of the State of Idaho, hereinafter referred to as "Grantor," does hereby grant, bargain, sell, warrant and convey unto the CITY OF SANDPOINT, a municipal corporation of the State of Idaho, hereinafter referred to as "Grantee," whose address is 1123 Lake Street, Sandpoint, ID 83864, the real property described in **Exhibit "A"** attached hereto and incorporated by reference herein.

TO HAVE AND TO HOLD the said premises with their appurtenances unto the said grantee, and its heirs, successors and assigns forever.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

### BONNER COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Steven Bradshaw, Chairman

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

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

ATTEST:  
MICHAEL W. ROSEDALE, CLERK

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

# DRAFT

STATE OF IDAHO            )  
  ) ss.  
COUNTY OF BONNER        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, \_\_\_\_\_,  
a Notary Public in and for the State of Idaho, personally appeared STEVEN BRADSHAW, LUKE  
OMODT, and ASIA WILLIAMS, known or identified to me to be the Board of County  
Commissioners of Bonner County, Idaho that executed the said instrument, and acknowledged to  
me that such Board of County Commissioners of Bonner County, Idaho executed the same.

\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

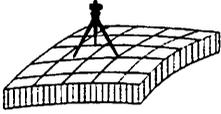
**ACCEPTED:  
CITY OF SANDPOINT.**

\_\_\_\_\_  
Shelby Rognstad, Mayor

ATTEST:

By: \_\_\_\_\_  
Clerk

# DRAFT



**GLAHE & ASSOCIATES, Professional Land Surveyors**

P.O. Box 1863  
303 Church Street  
Sandpoint, ID 83864

Phone: (208) 265-4474  
Fax: (208) 265-0675  
Website: glaheinc.com

City of Sandpoint  
Road Vacation – 4,084 sq. ft.

Bonner County, Idaho  
Section 15, Township 57 North, Range 2 West, B.M.

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 57 NORTH, RANGE 2 WEST, BOISE MERIDIAN, BONNER COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 15;  
THENCE WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1102.96 FEET TO A POINT;

THENCE SOUTH 00°36'35" WEST, A DISTANCE OF 25.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF EAST MOUNTAIN VIEW DRIVE, FORMERLY REFERRED TO AS ELSASSER ROAD IN QUIT CLAIM DEED RECORDED AS INST. 643319, BONNER COUNTY RECORDS AND THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY, NORTH 89°46'25" WEST, 164.74 FEET;

THENCE LEAVING SAID SOUTH RIGHT-OF-WAY, NORTH 00°36'35" EAST, 24.58 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 15;

THENCE ALONG SAID NORTH LINE, SOUTH 89°55'15" EAST, 164.75 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00°36'35" WEST, 25.00 FEET TO THE **TRUE POINT OF BEGINNING**, ENCOMPASSING AN AREA OF 4,084 SQUARE FEET OR 0.94 ACRES.

Tyson L.A. Glahe,  
PLS

Digitally signed by Tyson L.A.  
Glahe, PLS  
Date: 2023.08.04 08:12:47

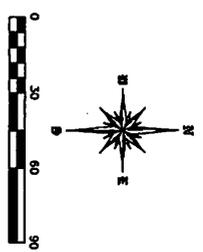


# DRAFT

## RECORD OF SURVEY FOR BONNER COUNTY & CITY OF SANDPOINT

LYING IN A PORTION OF THE NORTHWEST QUARTER OF  
SECTION 15, TOWNSHIP 57 NORTH, RANGE 2 WEST,  
BOISE MERIDIAN, BONNER COUNTY, IDAHO

FIELD REFERENCE MARKS  
SET BY SAUL GIBLER  
ON 8/11/2008  
DATE FILED 7/26/2011 BY  
R.S. 10477



### BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY WAS ESTABLISHED BY GPS CONTROL COORDINATES DERIVED FROM GPS STATIONS USING A GEODETIC FRAME OF REFERENCE (GTRN11) (NAD83). ALL BEARINGS REFER TO THE DAVID COOPERATE FOR SURVEYING LINE AND MONUMENTS USED. BEARINGS SHOWN HAVE BEEN CORRECTED FROM GPS TO GROUND USING A CORRECTED ADJUSTMENT FACTOR (CAJ) OF 1.00002. GEODETIC NORTH IS AN ANGULAR ROTATION OF -0.7831° AT THE NORTHWEST CORNER OF THE SUBJECT LOT.

### LEGEND

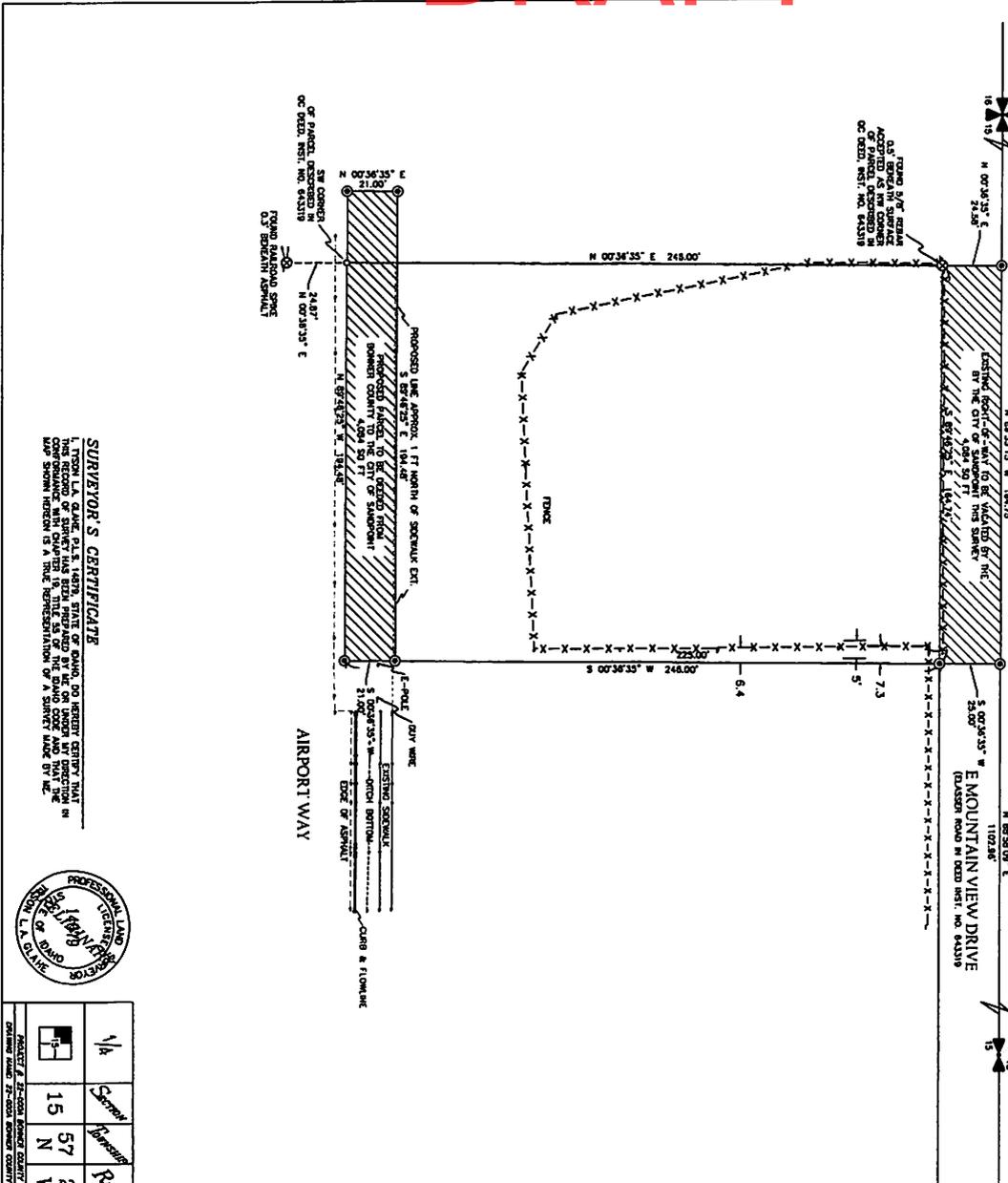
- SECTIONAL CORNER, AS NOTED.
- SET 5/8" X 3/4" REBAR AND CAP, R/S 14679
- ROAD DEMONSTRATION, AS NOTED.
- CALCULATED POINT, METHOD SET
- RECORD OF SURVEY BY R/S 14679, INST. NO. 816022, 12/21/2011.
- REPLAT OF LOT 2 of REBAR'S ESTATE SHORT PLAT AS RECORDED IN BK 6 OF PLATS, PG. 128, INST. NO. 67004, 8/19/2002, RECORDS OF BONNER COUNTY, IDAHO.

### METHOD OF SURVEY

THIS SURVEY WAS PERFORMED USING TRIMBLE 510 GPS RECEIVERS AND THE DATA WAS POSTPROCESSED USING TRIMBLE 5800 AND TRIMBLE BUSINESS CENTER CONVENTIONAL SOFTWARE. MONUMENTS USED WERE SET BY CONVENTIONAL AND DOUBLE THE TECHNIQUES USING A TRIPLET TOTAL STATION.

### RECORDER'S CERTIFICATE

I, DAVID COOPERATE, RECORDER, AT THE REQUEST OF DAVID AND ASSOCIATES, INC., AS RETIREMENT PLAN, THE COUNTY RECORDER, BY STUDIOS THE



**SURVEYOR'S CERTIFICATE**  
I, TONY L.A. GILBE, P.L.S., 14579 STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY HAS BEEN PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH THE PROVISIONS OF THE IDAHO SURVEYING ACT AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF IDAHO.



1/4	Section	15	Range	57	Township	2
PROJECT: 21-0001 BONNER COUNTY & CITY OF SANDPOINT		DRAWING NAME: 21-0001 BONNER COUNTY & CITY OF SANDPOINT		DATE: 8/11/2008		
<b>RECORD OF SURVEY</b> FOR <b>BONNER COUNTY &amp; CITY OF SANDPOINT</b> <b>GILBE &amp; ASSOCIATES</b> PROFESSIONAL LAND SURVEYORS 309 Church Street Sandpoint, Idaho 83844 208-830-4414						
Scale:	1" = 90'	Contour:	5' & 10'	Sheet:	1 of 1	
Drawn by:	SAUL GIBLER	Checked by:	SAUL GIBLER	Date:	8/11/2008	

**DRAFT**



Proposed exchange of right of way. Identical square footage.

# DRAFT

## Resolution \_\_\_\_\_

**WHEREAS**, *Idaho Code* §31-807 vests the Board of County Commissioners with the power and authority to manage real and personal property for the benefit of the County; and

**WHEREAS**, Bonner County owns certain real property described in Exhibit “A” attached hereto and incorporated herein by reference; and

**WHEREAS**, the City of Sandpoint, a municipal corporation of the State of Idaho, owns certain real property described in Exhibit “B” attached hereto and incorporated herein by reference; and

**WHEREAS**, *Idaho Code* §31-808(9) vests the Board of County Commissioners with the power and authority, at its discretion, to grant to or exchange with any political subdivision or taxing district, with or without compensation, any real property owned by the County; and

**WHEREAS**, *Idaho Code* §50-1401 vests the City of Sandpoint with the authority to sell or exchange real property; and

**WHEREAS**, a right-of-way deed exchange is sought by Bonner County and the City of Sandpoint to effect the realignment of the current right-of-way of Airport Way, to the mutual benefit of both parties; and

**NOW THEREFORE, BE IT HEREBY RESOLVED** that the Bonner County Board of Commissioners finds that the right-of-way exchange of the properties identified hereinabove is in the public interest and will benefit the residents of Bonner County.

**BE IT FURTHER RESOLVED** that the Bonner County Board of Commissioners hereby authorizes the right-of-way deed exchange of the above-referenced real properties pursuant to *Idaho Code* §31-808(9).

**BE IT FURTHER RESOLVED** that the Bonner County Board of Commissioners hereby authorizes the execution and recording of a Right-of-Way Warranty Deed evidencing such transfer.

Upon a motion to adopt the text of the foregoing Resolution made by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, the following vote was recorded:

Commissioner Williams:  
Commissioner Omodt:  
Chairman Bradshaw:

# DRAFT

Upon said roll call, the text of the foregoing was duly enacted as a Resolution of the Board of Commissioners of Bonner County, Idaho on the \_\_\_\_ day of \_\_\_\_\_, 2023.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

BONNER COUNTY  
BOARD OF COMMISSIONERS

ATTEST:  
MICHAEL W. ROSEDALE, CLERK

\_\_\_\_\_  
Steven Bradshaw, Chairman

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

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

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



**DRAFT**  
**Bonner County Commissioners**

1500 Hwy 2, Ste. 308 • Sandpoint, ID 83864 • Phone: (208) 265-1438

August 15, 2023

## Memorandum

**BOCC  
Item #1**

To: Commissioners

Re: Idaho Department of Commerce Rural Idaho Economic Development Professional Grant Agreement

Description: The Rural Idaho Economic Development professional grant agreement is entered into by and between the Idaho Department of Commerce and Bonner County, for the purpose of providing the grantee with funding support for the Idaho Economic Development Professional Program (Bonner County Economic Development Council)

The amount of assistance awarded under this MOU is \$30,000. BCEDC promises to pay the entirety of grantees matching funds obligation owed to the State pursuant to Page 1, item 2 of the agreement. Use of these funds is limited to the salary and benefits of the professional hired to carry out the intent of the program as described in Appendix A – Work Plan of the agreement.

Distribution:   1   Copy to BOCC Office  
  1   Copy to Auditor's Office  
  1   Originals to **Idaho Department of Commerce**  
**grants@commerce.idaho.gov**

A suggested motion would be: Mr. Chairman based on the information before us **I move that the County approve the Idaho Department of Commerce Rural Idaho Economic Development Professional Grant Agreement with the understanding that no County funds will be used in support of this agreement.**

Recommendation Acceptance:  yes  no \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Steven Bradshaw, Chairman



**RURAL IDAHO ECONOMIC DEVELOPMENT PROFESSIONAL GRANT**  
**STATE OF IDAHO – DEPARTMENT OF COMMERCE**

DRAFT

This Rural Idaho Economic Development Professional grant agreement (“Agreement”) is entered into by and between the Idaho Department of Commerce (“Department”), and Bonner County (“Grantee”), for the purpose of providing the grantee with funding support for the Rural Idaho Economic Development Professional Program (“EDPRO”).

WHEREAS, the State of Idaho and the Department desire to promote and facilitate economic growth by providing full service economic development services to rural communities in Idaho by providing a performance based EDPRO program through the Idaho Rural Initiative.

WHEREAS, the Grantee intends to deliver locally based, full-time economic development services in and around its community that include, but are not limited to, business recruitment, business expansion, business retention, business start-up and support for the Department’s programs and initiatives.

WHEREAS, the Grantee submitted a satisfactory EDPRO grant application **#005863** (“Application”) to the Department on or before the deadline of May 26, 2023. The application is incorporated herein by reference.

WHEREAS, the Director of Department reviewed and approved the program recommendations and approved the Grantee for an award on July 7, 2023.

NOW THEREFORE, in consideration of the forgoing and the mutual promises and covenants herein contained, the parties agree as follows:

**1. Term.** This Agreement shall be effective as of July 1, 2023, or upon signature by both parties, whichever is later, and shall remain in effect until June 30, 2024, or until terminated by the Department pursuant to the terms herein, whichever occurs first.

**2. Grant Amount.** The amount of assistance awarded under this Agreement is **\$30,000.00**. The Grantee and their partners agree to provide a minimum of **\$15,000.00** in matching funds as identified in the Grantees application.

**3. Ongoing Funding Assistance.** It is the Department’s expectation that the Grantee’s dependence upon EDPRO’s funding will diminish over time. The Department reserves the right to award subsequent Agreements with funding levels that may vary from the prior Agreements.

**4. Allowable Costs.** The use of EDPRO funds is limited to the salary and benefits of the full time professional hired to carry out the intent of the program as described in Appendix A – Work Plan. Funds may also be used for the professional services of a contractor to execute the Work Plan on a contractual basis.

**5. Unallowable Costs.** EDPRO funds may not be used for any purpose other than described in Article 4 – Allowable Costs. Funds may not be used for any administrative expenses incurred by the Grantee or its partners. Funds may not be used to parcel out contracted services on a single task basis. (For example, funds may not be used to contract for a website or a project engineer, etc.)

# DRAFT

**6. Matching Funds.** Pledged cash match must be expended during the Term of the agreement. In-kind match, while not an allowable form of matching funds, may be used to assist with program needs above and beyond the minimum cash match requirement.

**7. Office Requirements.** The Grantee will provide for all necessary operational expenses associated with fulfilling the intent of this agreement. These expenses include, but are not limited to: professional office space, telephone, computer and internet access, office equipment, clerical support, travel expenses sufficient to provide for travel within the area, the state and to out-of-state marketing opportunities or trainings, and funds to develop marketing materials for the area.

**8. Terms of Employment.** The professional hired by the grantee can be full-time or part-time. Full-time positions shall spend no fewer than 32 hours per week on economic development activities. Part-time positions shall spend no fewer than 20 hours per week on economic development activities. Programs operating with an interim economic development professional will be considered vacant unless the Grantee can document that the interim worked the minimum number of hours required per week on economic development activities during their tenure of service. Grantees operating a part-time program shall not be awarded more than \$15,000 in grant funds. Grantees and their economic development organization partners are encouraged to track compliance with the full-time and part time requirement to ensure compliance with audits and program reviews.

**9. Governance.** The Grantee will establish, or pass-through funds, to an economic development organization. This economic development organization may be a not-for-profit corporation or a committee of county government or a committee created through a governmental joint power agreement. The economic development organization will direct the activities of the economic development professional paid for with grant funds provided through this agreement. The Grantee and its economic development organization will assume direct responsibility for fundraising. It is expected that quorum of the voting board members will meet no less than once per every other month (6 times per year), unless otherwise specified in the Grantee's work plan.

**10. Notice of Open Position.** Grantee agrees to notify the Department within seven (7) days in the event the EDPRO position becomes vacant. The Grantee will make best efforts to fill the vacant position within forty-five (45) days. In the event the position cannot be filled or is vacant for greater than forty-five (45) days, grant payments may not be released, or a pro-rated portion of the grant may be payable or re-payable for the time the position was vacant. Prorated payments, non-release of payment or possible repayment will be at the discretion of the Department. Programs with an interim employee may be considered vacant subject to the condition outlined in section 8.

## **11. Performance Goals & Reporting.**

- a. **Work Plan.** The Grantee, in cooperation with the Economic Development Organization and the Department, will establish a Work Plan as outlined in Appendix A – Work Plan. The Work Plan will be reviewed and approved by the Department.
- b. **Monthly Progress Report.** The Grantee shall submit a monthly progress report to the Department. The progress report shall address performance results for the reporting month. The progress report is due on the 15<sup>th</sup> of each month, for the previous month. The format for the monthly report shall be Appendix B –

# DRAFT

EDO Progress Report. From time to time, the Department may revise the format, deadline and frequency for reporting. The Department will provide 30 days' notice of such changes. Repeated failure to submit timely reports may result in a loss of funding.

- c. **Financial Report.** The grantee shall submit two financial reports. The first is due January 31 and the final Financial Report shall be due 30 days after grant close out on July 31. The Financial Reports shall consist of a balance sheet, and income and cashflow (profit and loss) statements printed on the same date. Financial reports shall document the receipt and expenditure of matching funds required in section 6 of this agreement.

Report Type	Due Date
(a) Work Plan	30 days post award
(b) Progress Report	Monthly on the 15th
(c) Financial Report	January 31, 2024
(c) Financial Report	July 31, 2024

**12. Grantee Performance.** The Grantee and its rural economic development program will be evaluated biannually by the Department for performance under this Agreement. Satisfactory performance will be required for future awards. The Grantee is responsible for the performance of any employee paid for with funds from this agreement. The Department reserves the right to audit the Grantee and its economic development organization partners.

**13. Compliance with Law.** The Grantee shall comply with all requirements of federal, state, and local laws, rules, and regulations applicable to the Grantee or to the services performed by the Grantee pursuant to this Agreement.

**14. Transparency.** Any organization benefiting from Program funds, including the grantee and their EDO and EDPRO partners shall be subject to Idaho Code §§ 74-101 through 74-126 (Public Records Law) Idaho Code §§ 74-201 through 74-208 (Open Meetings Law).

**15. Department Engagement.** The Grantee acknowledges the Department's right to independently contact, communicate with and engage residents, businesses, elected officials, board members and other organizations residing in the Grantee's area of operation. Grantee interference with the aforementioned may constitute cause for termination. The Grantee will provide the Department with a calendar of scheduled regular meetings stipulating the time, place, and options for virtual participation where available. In the event the Grantee changes the meeting schedule, calls a special meeting, or changes the location of a previously scheduled meeting or does not operate on a fix meeting schedule, written advanced notice of no less than five working days must be provided to the Department. The notice shall include time, date, location, and links for virtual participation if available. Failure to comply with this clause may result in a loss of funding.

**16. Payments.** Request for Funds (RFF) must be requested by the grantee through the Commence grant portal. The RFF must contain an invoice from the Grantee to the Department for the amount due. RFFs may be requested in accordance with the chart below. Failure to submit a pay request by the "no later than" date may result in the forfeiture of funds.

# DRAFT

Payment Date	Amount	Requirement
On/after July 1st but no later than November 30th	50% of award amount	Fully executed grant Agreement and Work Plan and financials covering the previous six months. Must be up to date on monthly reporting from the previous contract year.
On/after January 1 <sup>st</sup> but no later than May 15 <sup>th</sup>	50% of award amount	Submission of 1 <sup>st</sup> Financial Report. Must be up to date on monthly reporting requirements.

**17. Non-Performance.** If the Grantee is deficient in reporting or other performance benchmarks the Department shall notify the Grantee in writing of the deficiency and request the Grantee to correct the deficiency within 30 days. If the Grantee fails to respond within 30 days or to sufficiently address the deficiency within 45 days, then the Department may withhold payment pending the correction of any deficiencies. If the Grantee fails to meet the performance requirements, following all notices and cure periods described in this section, the Department may terminate this Agreement. Failure to perform satisfactorily may affect future funding decisions.

**18. Potential Conflicts of Interest.** The Grantee must disclose all potential conflicts of interest involving any professional paid with EDPRO funds. Potential conflict disclosures must be in writing from the Grantee to the Department's Director. Potential conflicts of interest shall include any action, decision, or recommendation by the Grantee, for any purposes under this Agreement, the effect of which would be to the private pecuniary benefit of the Grantee or a member of the Grantee's household, or a business with which the Grantee or a member of the Grantee's household is associated. In addition to pecuniary matters, conflicts of interest shall also include any personal or professional position, relationship, knowledge, experience, or bias that would unfairly influence the Grantee's reasoning or decision on matters performed under this Agreement. In addition, the EDPRO shall not accept any gifts, including sponsored travel, exceeding fifty dollars (\$50.00) within a program year. All potential conflicts of interest disclosed to the Department's Director shall be reviewed and resolved at the sole discretion of the Department's Director.

**19. Certification Concerning Boycott of Israel:** Pursuant to Idaho Code section 67-2346 (effective July 1, 2021), if payments under the Agreement exceed one hundred thousand dollars (\$100,000) and Grantee employs ten (10) or more persons, Grantee certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

**20. Amendments.** The Agreement may not be released, discharged, changed, extended, modified, subcontracted or assigned in whole or in part (collectively, an "Amendment") except to the extent provided by a written instrument signed by the Grantee and the party authorized to bind the Department. Persons authorized to bind the Department are the Director of the Department. No other Department employee is authorized to accept modifications or additional terms to the Agreement.

# DRAFT

**21. Termination.** The Department shall have the right to terminate this Agreement, in whole or in part, any time whenever it is determined that the Grantee has failed to comply with the conditions of the Agreement or the funding for the program supporting the Agreement is reduced or eliminated.

The Department may cancel this Agreement at any time, with or without cause, upon ten (10) days written notice to the Grantee specifying the effective date of termination.

The Grantee may cancel this Agreement at any time, with or without cause, upon thirty (30) days written notice to the Department specifying the effective date of the termination.

In the event that the Grantee terminates the Agreement and is in good standing at the time of termination, a prorated share of grant funds shall be retained by and/or repaid to the Department. If the Grantee is not in good standing at the time of termination, then all Department funds may be subject to repayment.

**22. Relationship of Contracting Parties.** It is distinctly and particularly understood and agreed between the parties that the Department is in no way associated or otherwise connected with the performance of any service under this Agreement on the part of the Grantee or with the employment of labor or the incurring of expenses by the Grantee. The Grantee is solely and personally liable for all labor, taxes, insurance, required letter of credit and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this Agreement, whether it may be for personal injuries or damages of any other kind. The Grantee shall not imply, represent, or claim to be an officer or employee of the Department or the state of Idaho. The Grantee shall exonerate, indemnify, defend, and hold the Department and the state of Idaho harmless from and against and assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, worker's compensation, and income tax laws with respect to the Grantee or Grantee's employees engaged in performance under this Agreement. The state of Idaho and the Department do not assume liability as an employer. Further, the parties do not intend for this Agreement to create any third-party beneficiaries.

**23. Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto and shall supersede all previous applications, proposals, oral or written, negotiations, representations, commitments, and all other communications between the parties.

**24. Headings.** The headings have been inserted for convenience solely and are not to be considered when interpreting the provisions of this Agreement.

**25. Counterparts.** This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**26. Special Conditions.**

- The Grantee must attend the Department's Rural Economic Development Professional group chats.

# DRAFT

## ED Pro Board Chair

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Grantee

\_\_\_\_\_  
Print Grantee Name – Chair/Mayor

\_\_\_\_\_  
Print Signatory Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Idaho Department of Commerce Director, Tom Kealey

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If the Grantee requires additional signatories or approval stamps, they may be written in below:

*[End of text; exhibits follow]*



**DRAFT**

**Appendix A – Work Plan**

**Note: The total number of items identified for Objectives A, C and D must equal or exceed 9 objective items.**

**Objective A Industrial Targeting: Identify 2 to 5 industries that you will be targeting over the next year. For each industry stipulate the reason it will be your priority.**

- 1) Industry – (Insert Industry Here) (Insert Reasoning and Strategy for Building that Industry in your Communities.)
- 2) Industry – (Insert Industry Here) (Insert Reasoning and Strategy for Building that Industry in your Communities.)
- 3) Industry – (Insert Industry Here) (Insert Reasoning and Strategy for Building that Industry in your Community.)
- 4) Industry – (Insert Industry Here) (Insert Reasoning and Strategy for Building that Industry in your Community.)
- 5) Industry- (Insert Industry Here) (Insert Industry Here) (Insert Reasoning and Strategy for Building that Industry in your Community.)

**Objective B Business Outreach: For each of the industries identified under Objective A identify 3-5 businesses that you plan to work with over the next year.**

- 1) Industry - (Insert Industry Here)
  - a. Business (Insert Business Name and City Here)
  - b. Business (Insert Business Name and City Here)
  - c. Business (Insert Business Name and City Here)
  - d. Business (Insert Business Name and City Here)
  - e. Business (Insert Business Name and City Here)
- 2) Industry - (Insert Industry Here)
  - a. Business (Insert Business Name and City Here)
  - b. Business (Insert Business Name and City Here)
  - c. Business (Insert Business Name and City Here)

# DRAFT

d. Business (Insert Business Name and City Here)

e. Business (Insert Business Name and City Here)

## 3) Industry - (Insert Industry Here)

a. Business (Insert Business Name and Community Here)

b. Business (Insert Business Name and Community Here)

c. Business (Insert Business Name and Community Here)

d. Business (Insert Business Name and Community Here)

e. Business (Insert Business Name and Community Here)

## 4) Industry - (Insert Industry Here)

a. Business (Insert Business Name and Community Here)

b. Business (Insert Business Name and Community Here)

c. Business (Insert Business Name and Community Here)

d. Business (Insert Business Name and Community Here)

e. Business (Insert Business Name and Community Here)

## 5) Industry - (Insert Industry Here)

a. Business (Insert Business Name and Community Here)

b. Business (Insert Business Name and Community Here)

c. Business (Insert Business Name and Community Here)

d. Business (Insert Business Name and Community Here)

e. Business (Insert Business Name and Community Here)

**Objective C Main Street and Entrepreneurship – Identify 2 to 5 activities or strategies you will pursue to create, grow and strengthen main street businesses (retail, hospitality, professional services) and or promote entrepreneurship in your communities.**

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- 1) Strategy - (Insert Strategy Here)
- 2) Strategy - (Insert Strategy Here)
- 3) Strategy - (Insert Strategy Here)
- 4) Strategy - (Insert Strategy Here)
- 5) Strategy - (Insert Strategy Here)

**Objective D Placemaking – Identify 2 to 5 projects you will help pursue to make your communities more attractive for businesses and workforce.**

- 1) Project – (Insert Project and Community)
- 2) Project – (Insert Project Here Community)
- 3) Project – (Insert Project Here Community)
- 4) Project – (Insert Project Here Community)
- 5) Project – (Insert Project Here Community)

**Objective E Professional Development – Identify 2 to 5 topics or subject areas you wish to become more expert in over the next 12 months.**

- 1) Topic/Subject Area
- 2) Topic/Subject Area
- 3) Topic/Subject Area
- 4) Topic/Subject Area
- 5) Topic/Subject Area

**Regular Business Meetings** – The Grantee shall attach a schedule of regular business meetings. The schedule shall include time (including a stipulation of time zone), date, location, and virtual options for participation if available. If any of the above information is not known at the time of the signing of this agreement, the Grantee will comply with the provisions outlined in section 15 of this agreement.

Agenda Items

1 message

Item #1

Asia Williams <asia.williams@bonnercountyid.gov>

Tue, Aug 8, 2023 at 12:56 PM

To: Alisa Schoeffel <alissar.schoeffel@bonnercountyid.gov>, Jessi Reinbold <jessi.reinbold@bonnercountyid.gov>

Thank you

1. **Action/Discussion/Decision:** To reverse the decision to use Roberts Rules of Order and revert to Bonner County's prior methodology for conducting business meetings
2. **Action/Discussion/Decision** Streaming the budget meetings to include Zoom to allow the community to participate
3. **Action/Discussion/Decision:** the plan moving forward for the RV campground grant application
4. **Action/Discussion/Decision** Regarding reinstatement of the public comment portion of the meeting wherein people sign up to give a public comment following the pledge and invocation
5. **Action/Discussion/Decision:** Method by which members of the community present information to the board for consideration to be placed on the agenda for the following week

Asia Williams SSBB, LPN, MBA  
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Fax: (208) 265-1460  
asia.williams@bonnercountyid.gov



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Alisa Schoeffel <alisar.schoeffel@bonnercountyid.gov>

## Agenda Items

1 message

Item #2

Asia Williams <asia.williams@bonnercountyid.gov>

Tue, Aug 8, 2023 at 12:56 PM

To: Alisa Schoeffel <alisar.schoeffel@bonnercountyid.gov>, Jessi Reinbold <jessi.reinbold@bonnercountyid.gov>

Thank you

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Alisa Schoeffel <alisar.schoeffel@bonnercountyid.gov>

## Agenda Items

1 message

Item #3

Asia Williams <asia.williams@bonnercountyid.gov>

Tue, Aug 8, 2023 at 12:56 PM

To: Alisa Schoeffel <alisar.schoeffel@bonnercountyid.gov>, Jessi Reinbold <jessi.reinbold@bonnercountyid.gov>

Thank you

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## Agenda Items

1 message

Item #4

Asia Williams <asia.williams@bonnercountyid.gov>

Tue, Aug 8, 2023 at 12:56 PM

To: Alisa Schoeffel <alisar.schoeffel@bonnercountyid.gov>, Jessi Reinbold <jessi.reinbold@bonnercountyid.gov>

Thank you

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Alisa Schoeffel <alisar.schoeffel@bonnercountyid.gov>

## Agenda Items

1 message

Item #5

Asia Williams <asia.williams@bonnercountyid.gov>

Tue, Aug 8, 2023 at 12:56 PM

To: Alisa Schoeffel <alisar.schoeffel@bonnercountyid.gov>, Jessi Reinbold <jessi.reinbold@bonnercountyid.gov>

Thank you

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