

Bonner County Board of Commissioners

Luke Omodt

Steve Bradshaw

Asia Williams

CONSENT

AGENDA

December 5, 2023

Memorandum

To: Bonner County Commissioners

Re: Adopting the Order of the Agenda as Presented

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

Consent Agenda The Consent Agenda includes:

CONSENT AGENDA - Action Item

- 1) Bonner County Commissioners' Minutes for November 28, 2023
- Liquor Licenses: Eichardt's Pub Grill & Coffee, Sandpoint; The Bar, Coolin; The St. Bernard, Sandpoint
 (2); Di Luna's, Sandpoint; Timber Town Beer Company, Priest River (2); Matchwood Brewing Company, Sandpoint (4); The Falls Inn, Priest River
- 3) Plats for Approval: MLD0039-23, Sawbuck Forest

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

Recommendation Acceptance:
u yes u no _____

Luke Omodt, Chairman

Date:



Bonner County

Board of Commissioners

Luke Omodt

Steve Bradshaw

Asia Williams

MINUTES FOR THE BONNER COUNTY BOARD OF COMMISSIONERS' MEETING

November 14, 2023 – 9:00 A.M. Bonner County Administration Building 1500 Hwy 2, Suite 338, Sandpoint, ID

On Tuesday, November 28, 2023, the Bonner County Commissioners met for their regularly scheduled meeting with Commissioners Omodt, Bradshaw, and Williams present. Commissioner Omodt called the meeting to order at 9:00 a.m. The Invocation was presented by Pastor Scott Acklin and the Pledge of Allegiance followed.

LHTAC Road Scholar-Road Master Presentation

Presented by Laila Kral – Deputy Administrator for the Local Highway Technical Assistance Counsel

Sean Smiley earned the Road Master Jeremy Keilman earned the Road Scholar Travis Hurst earned the Road Scholar

PUBLIC COMMENT -

Dan Rose - Requested a workshop to lay out public comment process and discussed previous decisions. Requested a future business meeting agenda regarding Bonner County employee compensation, discussed the three BOCC employees who received bonuses and the previously discussed VSO bonus. Submitted comment for the record. Amy Lunsford - Stated that she feels that there is an elected official that she feels is overstepping his boundaries, discussed further. Submitted comment for the record.

Dian Welle - Discussed pieces of the armor, specifically the helmet and explained the rationale.

Rick Kramer - Stated God Bless Daryl Wheeler. Asked if the County was paying for any of Commissioner Bradshaw's legal fees regarding the restraining order.

Jennifer Kramer - Asked for clarification regarding the over 5k resolution and why that is.

Spencer Hutchings - Asked how the Fair does their banking, asked the Board to request their bank records. Stated that the Sheriff is being attacked for trying to keep the property set aside for a future justice center. Addressed the Craig Johnson issue and police encounters.

Kevin Moore - Discussed several issues, including the Fair accounting, Road and Bridge and LHTAC presentation, and his own personal property issue.

Brandon Cramer - Thanked Commissioner Williams for adding his items to the agenda. Asked about the costs for a picnic table on the agenda. Commissioner Omodt explained why there were expenditures on picnic tables.

Public comment ended at 9:39 a.m.

ADOPT ORDER OF THE AGENDA AS PRESENTED

Commissioner Bradshaw made a motion to adopt the order of agenda as presented. Commissioner Williams seconded the motion for discussion. Commissioner Williams expressed concerns over Commissioner Omodt's agenda item, questioned the legality of it and suggested that it be postponed.

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

DISTRICT 1 REPORT - Commissioner Bradshaw did not provide an update at this time, reminded all to be safe.

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

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

CONSENT AGENDA – Action Item

1) Bonner County Commissioners' Minutes for November 21, 2023

2) Liquor Licenses: Hayden Beverage Co, Sagle; Utara Brewing Co & Curry House, Sandpoint (2); Chimney Rock Café, Priest Lake; Millie's, Priest River; Hope Marine Services, Hope; Lou's Place, Priest River; Laclede Store, Laclede; Vickie Rae's Pizza, Priest River; Popeye's Lounge, Priest River; Barrel 33, Sandpoint; I Saw Something Shiny, Sandpoint; Talus Rock Retreat, Sandpoint

3) Invoices Over 5K: Risk Management

Commissioner Bradshaw made a motion to approve the consent agenda as presented. Commissioner Williams seconded the motion to advance the motion for discussion.

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

CLERK – Mike Rosedale

1) Action Item: Discussion/Decision Regarding FY24 Claims Batch #4 \$1,202,572.79 & Demands in Batch #4 \$1,654,571.47, Totaling \$2,857,144.26

Claims Batch #4		
General Fund	\$	30,279.88
Road & Bridge	\$	934,243.96
Airport	\$	119.95
Elections	\$	2,444.39
Drug Court	\$	2,491.38
District Court	\$	20,698.03
911 Fund	\$	1,486.35
Court Interlock	\$	372.33
Indigent & Charity	\$	83.99
Revaluation	\$	1,246.65
Solid Waste	\$	87,186.76
Tort	\$	2,301.74
Parks & Recreation	\$	264.19
Justice Fund	\$	61,394.76
East Bonner Snowmobile	\$	58.94
Waterways	\$	213.98
Grants	\$	57,685.51
Total	\$	1,202,572.79
	Claims Batch #4	
Demands	\$	1,654,571.47

Commissioner Omodt stepped down from the Chair and made a motion to approve payment of the FY24 Claims and Demands in Batch #4, with the exception of the Invoice to Joe Sullivan, Totaling \$2,857,144.26. Commissioner Williams seconded the motion.

PUBLIC COMMENT

Roll call vote: Commissioner Williams – Yes, pointed out that there has not been previous billing for this attorney and that is why she pointed it out, Commissioner Omodt – Yes, Commissioner Bradshaw – No. The motion carries.

2) Action Item: Discussion/Decision Regarding FY24 EMS Batch #4 \$256,403.32, Totaling \$256,403.32

	EMS Claims Batch #4	
Ambulance District	\$	256,403.32

Commissioner Williams made a motion to approve payment of the FY24 EMS Claims in Batch #4 Totaling \$256,403.32. Commissioner Omodt stepped down from the Chair and seconded the motion.

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

EMERGENCY MANAGEMENT - Bob Howard

1) Action Item: Discussion/Decision Regarding Termination or Resolution #2023-64, Declaration of Local Disaster Emergency; Resolution

Commissioner Williams made a motion to approve **Resolution #23-94** and to revoke resolution 23-64 as there is no longer a threat to life and property in Bonner County regarding wildfire. Commissioner Bradshaw seconded the motion.

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

2) Action Item: Discussion/Decision Regarding State Homeland Security Program Grant; Resolution Commissioner Bradshaw made a motion to approve Resolution #2023-95 to accept the State Homeland Security Program Grant #23SHSP056 in the amount of \$75,121.77 and allow the chairman to sign. Commissioner Williams seconded the motion.

PUBLIC COMMENT

Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. All in favor. The motion carries.

3) Action Item: Discussion/Decision Regarding State Homeland Security Program Grant, Grant Administrator. Resolution

Commissioner Williams made a motion to approve Resolution #2023-96 designating the Director of Emergency Management as the designated single point contact for this grant for Bonner County. Commissioner Bradshaw seconded the motion.

PUBLIC COMMENT

Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. All in favor, The motion carries.

4) Action Item: Discussion/Decision Regarding Emergency Management Performance Grant; **Resolution** Commissioner Bradshaw made a motion to approve Resolution **#2023-97** to accept the Emergency Management Performance Grant #EMS-2023-EP-00003/97.042 in the amount of \$33,113.48 with a match of \$33,113.48 for the total award of \$66,226.96 and allow the chairman to sign. Commissioner Williams seconded the motion. PUBLIC COMMENT

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

 Action Item: Discussion/Decision Regarding Emergency Management Performance Grant, Grant Administrator; Resolution Commissioner Williams made a motion to approve Resolution #2023-98 designating the Director of Emergency Management as the designated single point contact for this grant for Bonner County. Commissioner Bradshaw seconded the motion.

PUBLIC COMMENT

Roll call vote: Commissioner Williams - Yes, Commissioner Omodt - Yes, Commissioner Bradshaw - Yes. All in favor. The motion carries.

BOCC – Commissioner Luke Omodt

Action Item: Discussion/Decision Regarding the BOCC Drafting and Issuing a Statement in Response to 1) August 9, 2023 Hayden Ross Communication

Communication Commissioner Omodt stepped down from the chair and made a motion to draft and issue a statement correcting the Bonner County Sheriff's Office public release as it relates to the inclusion of the Fairgrounds financial activity in the FY2022 audited financial statements. Commissioner Bradshaw seconded the motion.

PUBLIC COMMENT

Commissioner Omodt recessed the meeting at 10:51 a.m. Commissioner Omodt reconvened the meeting at 10:55 a.m.

PUBLIC COMMENT - continued

Commissioner Omodt amended his motion to include that the External Auditor not have communication with anyone in Bonner County except for the Prosecutor, the Auditor/Clerk, the BOCC, and the Treasurer. Commissioner Bradshaw seconded the motion.

Roll call vote: Commissioner Williams - No, Commissioner Omodt - Yes, Commissioner Bradshaw - Yes. The motion carries.

Original Motion: Roll call vote: Commissioner Williams - No, Commissioner Omodt - Yes, Commissioner Bradshaw - Yes. The motion carries.

BOCC – Commissioner Asia Williams

1) Action Item: Discussion/Review/Decision Regarding Holding a Quarterly Budget Review Open to the Public Commissioner Williams made a motion to hold quarterly budget reviews, open to the public. Commissioner Omodt seconded the motion.

PUBLIC COMMENT

Roll call vote: Commissioner Williams - Yes, Commissioner Omodt - Yes, Commissioner Bradshaw - Yes. The motion carries.

2) Action Item: Discussion/Review/Decision Regarding Quarterly Project Recap Open to the Public Commissioner Williams made a motion to hold quarterly project recaps open to the public. Commissioner Omodt seconded the motion for discussion.

PUBLIC COMMENT

Roll call vote: Commissioner Williams - Yes, Commissioner Omodt - No, Commissioner Bradshaw - No. The motion carries.

3) Action Item: Discussion/Decision Regarding Changing the Order of Commissioners' Reports Every Meeting Commissioner Williams made a motion to alternate the order by which commissioner reports are given. Commissioner Bradshaw seconded the motion.

PUBLIC COMMENT

Roll call vote: Commissioner Williams - Yes, Commissioner Omodt - Yes, Commissioner Bradshaw - Yes. The motion carries.

4) Action Item: Discussion/ Decision Regarding as People Request Public Records, Archiving Them on the County Website for All to See

ø

Commissioner Williams made a motion to archive all public record requests online as they are answered. Commissioner Omodt stepped down from the Chair and amended the motion to table until legal weighs in. Commissioner Bradshaw seconded the amended motion. PUBLIC COMMENT

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

Commissioner Omodt recessed the meeting at 11:45 a.m. Commissioner Omodt reconvened the meeting at 11:56 a.m.

Commissioner's Omodt and Bradshaw stated that they did not feel it was appropriate that the Officer stays in ES. Commissioner Williams stated she disagreed and exited the meeting.

EXECUTIVE SESSION – Human Resources

 Executive Session under Idaho Code § 74-206 (1) (B) Personnel Action Item: Discussion/Decision Regarding Planning, Planner Promotion Action Item: Discussion/Decision Regarding Sheriff, LT Promotion Action Item: Discussion/Decision Regarding Sheriff, SGT Promotion Action Item: Discussion/Decision Regarding Sheriff, Jail Compensation

At 11:58 a.m. Commissioner Bradshaw made a motion to go into Executive Session under Idaho Code § 74-206 (1) (B) Personnel. Commissioner Omodt seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

Commissioner Omodt reconvened the meeting at 12:32 p.m.

Commissioner Bradshaw made a motion to proceed as directed, pending approval of Auditing. Commissioner Omodt stepped down from the Chair and seconded the motion. Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

The meeting was adjourned at 12:34 p.m.

The following is a summary of the Board of County Commissioners Special Meetings, (including Tax Cancellations, Assistance Meetings/Admin and other) Executive Sessions, Emergency Meetings and Hearings held during the week of November 21, 2023 – November 27, 2023 Copies of the complete meeting minutes are available upon request.

No meetings and no decisions took place.

ATTEST: Michael W. Rosedale

By_

Chairman Luke Omodt

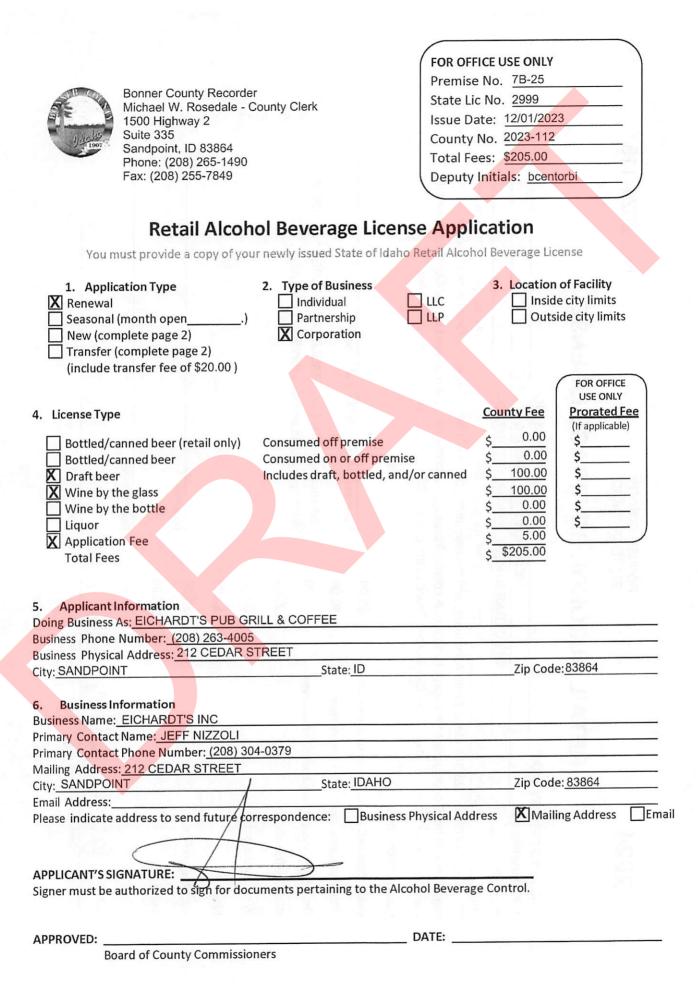
Deputy Clerk

Date

BONNER COUNTY STATE OF IDAHO No. 2024-113

RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT				
doing business as	EICHARDT'S PUB GRILL & COFFEE			
at21:	ALL OFFICE OTHER OFFICE OFFICE			
Chapters 23-903 and 23-916 Idaho Code Ann regulations of the Commissioner in regard to s	otated, and the la sale of Alcoholic E	I Alcoholic Beverages as stated below, subject to the provisions of ws of the State of Idaho, Municipal Ordinances, and the Beverages and the resolution passed by the Commissioners of Bonner County Courthouse, Sandpoint, Idaho.		
Dated: 12/01/2023				
Bottled/canned beer, Consumed off premise	<mark>\$0</mark> .00	Signature of Licensee or Officer of Corporation		
Bottled/canned beer, Consumed on premise	\$0.00			
Draft beer, includes draft, bottled, and/or canned	\$100.00	This license is TRANSFERABLE and EXPIRES 12/31/2024. Witness my hand and seal this 5th of December, 2023.		
Wine by the glass	\$100.00			
Wine by the bottle	\$0.00			
Liquor	\$0.00			
Application Fee	\$5.00	Chairman		
Total	\$205.00			
(SEAL) By: Bridgete Center Clerk of the Board of Spunty Commissione	7. Juins	Commissioner		



BONNER COUNTY STATE OF IDAHO No. 2024-112

RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT		THE BAR LLC		
doing business as	THE BAR			
at 5310	5310 DICKENSHEET RD STE C, COOLIN, ID 83821			
Chapters 23-903 and 23-916 Idaho Code And regulations of the Commissioner in regard to	notated, and the sale of Alcoholic	ell Alcoholic Beverages as stated below, subject to the provisions of laws of the State of Idaho, Municipal Ordinances, and the Beverages and the resolution passed by the Commissioners of e Bonner County Courthouse, Sandpoint, Idaho.		
Dated: 12/01/2023				
Bottled/canned beer, Consumed off premise	\$0. 00	Signature of Licensee or Officer of Corporation		
Bottled/canned beer, Consumed on premise	\$0.00			
Draft beer, Includes draft, bottled, and/or canned	\$100.00	This license is TRANSFERABLE and EXPIRES 12/31/2024. Witness my hand and seal this 5th of December, 2023.		
Wine by the glass	\$100.00			
Wine by the bottle	\$25.00			
Liquor	\$0.00			
Application Fee	\$5.00	Chairman		
Total	\$230.00			
		Commissioner		
(SEAL) By: Bridate Cont	orbi			
Clery of the Board of County Commission	iers	Commissioner		

	(FOR OFFICE USE ONLY
		Premise No. 7B-30267
Bonner County Recorde		State Lic No. 30267
Michael W. Rosedale -	County Clerk	
1500 Highway 2		Issue Date: 12/01/2023
Suite 335		County No. 2024-112
Sandpoint, ID 83864 Phone: (208) 265-1490		Total Fees: \$230.00
Fax: (208) 255-7849		Deputy Initials: bcentorbi
	N	
Retail Alcoh	nol Beverage License	Application
You must provide a copy of yo	ur newly issued State of Idaho Re	tail Alcohol Beverage License
		3. Location of Facility
1. Application Type	2. Type of Business	
X Renewal		LLP Outside city limits
Seasonal (month open)		
New (complete page 2)	Corporation	
Transfer (complete page 2)		
(include transfer fee of \$20.00)		FOR OFFICE
		USE ONLY
		County Fee Prorated Fee
4. License Type		(If applicable)
Bottled/canned beer (retail only)	Consumed off premise	\$ 0.00 \$
Bottled/canned beer	Consumed on or off premise	\$ 0.00 \$
	Includes draft, bottled, and/or	canned \$ 100.00 \$
Draft beer	filled des drait, bottled, and, or	\$ 100.00 \$
Wine by the glass		\$ 25.00 \$
Wine by the bottle		\$ 0.00 \$
Liquor		\$ 5.00
X Application Fee		\$ \$250.00
Total Fees		Ş <u>- +</u>
5. Applicant Information		
Doing Business As: THE BAR	F	
Business Phone Number: (208) 920-394 Business Physical Address: 5310 DICKE	NSHEET RD STE C	
	State: ID	Zip Code: <u>83821</u>
City: COOLIN		
6. Business Information		
Business Name: THE BAR LLC	STENSEN	
Primary Contact Name: SHARON CHRI	260 9027	
Primary Contact Phone Number: (509) 8	09-0927	
Mailing Address: PO BOX 46	State: ID	Zip Code: <u>83821</u>
City: COOLIN	State:D	Zip couc. <u></u>
Email Address:		ysical Address X Mailing Address Email
Please indicate address to send future of	orrespondence: LBusiness Phy	ysical Address Permaning Address Cleman
01		
APPLICANT'S SIGNATURE:	app (hh H	reh
Signer must be authorized to sign for do		
	ocuments pertaining to the Alcoho	ol Beverage Control.
Signer must be authorized to sign for de	ocuments pertaining to the Alcoho	ol Beverage Control.
Signer must be autionized to sign for de	ocuments pertaining to the Alcoho	of Beverage Control.

APPROVED: ______ Board of County Commissioners

BONNER COUNTY STATE OF IDAHO No. 2024-114

RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT	SIX	RIVERS COMMUNITY MARKET LLC		
doing business as	DI LUNA'S			
at 2	207 CEDAR STREET, SANDPOINT, ID 83864			
a(n) <u>LLC</u> Chapters 23-903 and 23-916 Idaho Code Ar regulations of the Commissioner in regard to	nnotated, and the I sale of Alcoholic	ell Alcoholic Beverages as stated below, subject to the provisions of aws of the State of Idaho, Municipal Ordinances, and the Beverages and the resolution passed by the Commissioners of e Bonner County Courthouse, Sandpoint, Idaho.		
Dated: 12/01/2023				
Bottled/canned beer, Consumed off premise	<mark>\$0</mark> .00	Signature of Licensee or Officer of Corporation		
Bottled/canned beer, Consumed on premise	\$75.00			
Draft beer, Includes draft, bottled, and/or canned	\$0.00	This license is TRANSFERABLE and EXPIRES 12/31/2024. Witness my hand and seal this 5th of December, 2023.		
Wine by the glass	\$100.00			
Wine by the bottle	\$25.00			
Liquor	\$0.00			
Application Fee	\$5.00	Chairman		
Total	\$205.00			
		Commissioner		

(SEAL) Clerk of the Board of County Commissioners

Commissioner



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

Premise No.	7B-52
State Lic No	. 4092
Issue Date:	12/01/2023
County No.	2024-114
Total Fees:	\$205.00
Deputy Initia	als: cbrannon

Retail Alcohol Beverage License Application

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

 Application Type Renewal Seasonal (month open) New (complete page 2) Transfer (complete page 2) (include transfer fee of \$20.00) 	2. Type of Business	 3. Location of Facility Inside city limits Outside city limits
 4. License Type Bottled/canned beer (retail only) Bottled/canned beer Draft beer Draft beer Wine by the glass Wine by the bottle Liquor Application Fee Total Fees 5. Applicant Information Doing Business As: DI LUNA'S	Consumed off premise Consumed on or off premise Includes draft, bottled, and/or canned	County Fee \$ 0.00 \$ 75.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 25.00 \$ 5.00 \$ 5.00 \$ 205.00
Business Phone Number: (208) 263-0846	3	
Business Physical Address: 207 CEDAR S	TREET	
City: SANDPOINT	State: ID	Zip Code: <u>83864</u>
6. Business Information		
Business Name: SIX RIVERS COMMUNI	TY MARKET LLC	
Primary Contact Name: KAREN FORSY	THE	
Primary Contact Phone Number: (208) 26	3-0846	
Mailing Address: 207 CEDAR STREET		
City: SANDPOINT	State: ID	Zip Code: <u>83864</u>
Email Address:		
Please indicate address to send future co	rrespondence: Business Physical Add	Iress 🕅 Mailing Address 🗌 Email
APPLICANT'S SIGNATURE:	l	
Signer must be authorized to sign for doc	cuments pertaining to the Alcohol Beverage	ge Control.

APPROVED: _

Board of County Commissioners Mail to 207 Cedar St.

BONNER COUNTY STATE OF IDAHO No. 2024-116

RETAIL ALCOHOL BEVERAGE LICENSE

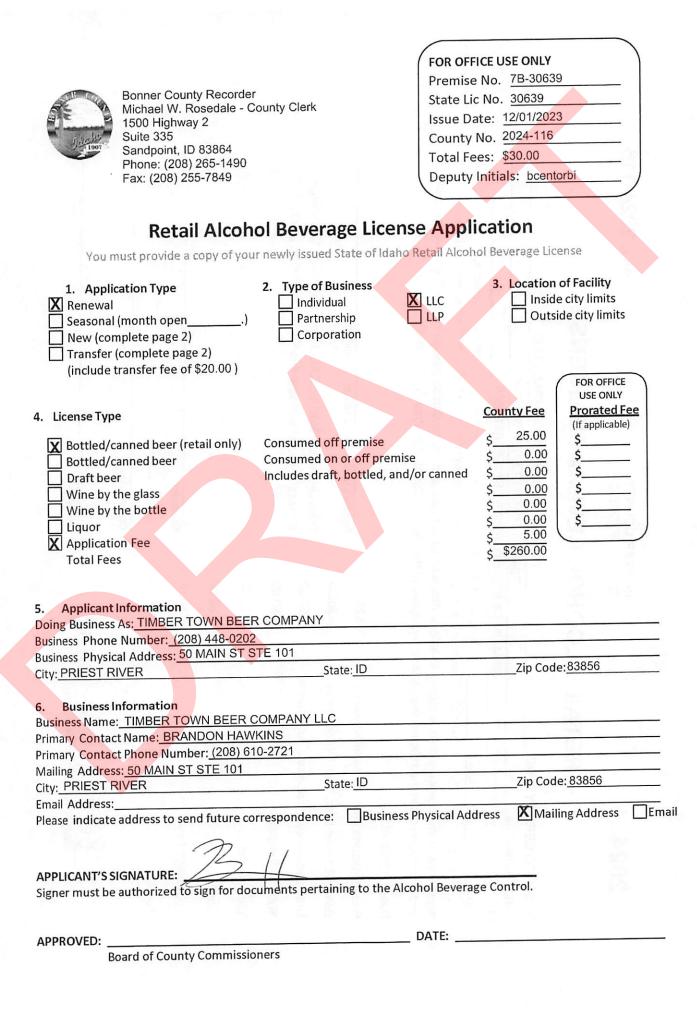
THIS IS TO CERTIFY THAT		TIMBER TOWN BEER COMPANY LLC
doing business as _		TIMBER TOWN BEER COMPANY
at		50 MAIN ST STE 101, PRIEST RIVER, ID 83856
a(n)	LLC	, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of
Chapters 23-903 and	d 23-916 Idal	ho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the
regulations of the Co	ommissioner	in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of

said County, on file in the office of the Clerk of the Board at the Bonner County Courthouse, Sandpoint, Idaho.

Dated: 12/01/2023

Bottled/canned beer, Consumed off premise	<mark>\$25.</mark> 00	
Bottled/canned beer, Consumed on premise	\$0.00	
Draft beer, Includes draft, bottled, and/or canned	\$0.00	
Wine by the glass	\$0.00	
Wine by the bottle	\$0.00	
Liquor	\$0.00	
Application Fee	\$5.00	
Total	\$30.00	
(SEAL) By: Budate Centoria		
Clerk of the Board of County Commissioners		

	e of Licensee or Officer of Corporation
This lic	ense is TRANSFERABLE and EXPIRES 12/31/202
Witnes	s my hand and seal this 5th of December, 2023.
Chairma	
Chairma	an
Chairma	



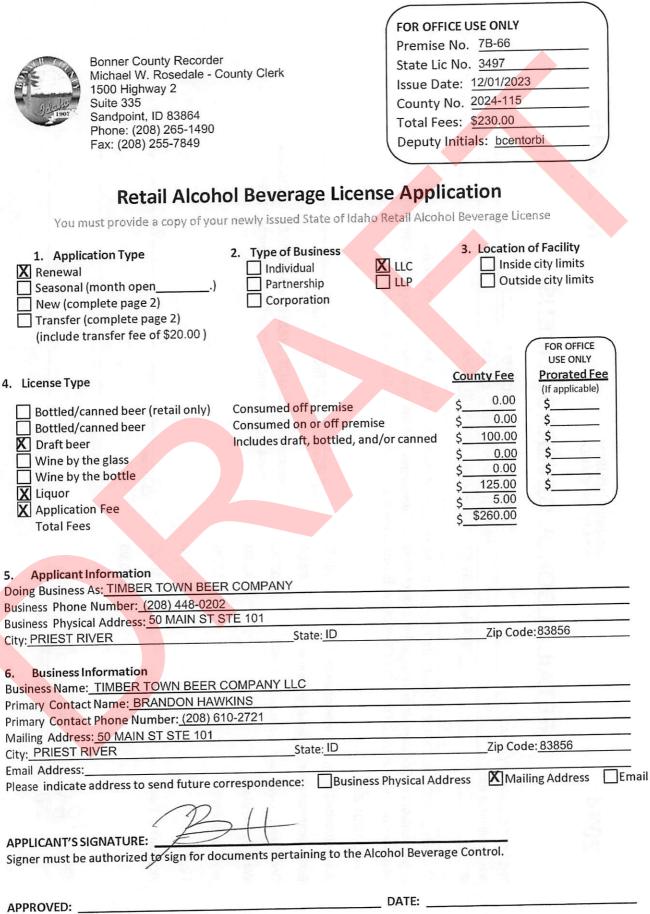
Mail

BONNER COUNTY STATE OF IDAHO

No. 2024-115

RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT				
doing business as				
	50 MAIN ST STE 101, PRIEST RIVER, ID 83856			
a(n) <u>LLC</u> , Chapters 23-903 and 23-916 Idaho Code Anno regulations of the Commissioner in regard to s	otated, and th <mark>e la</mark> ale of Alcoholic <mark>E</mark>	Il Alcoholic Beverages as stated below, subject to the provisions of ws of the State of Idaho, Municipal Ordinances, and the Beverages and the resolution passed by the Commissioners of Bonner County Courthouse, Sandpoint, Idaho.		
Dated: 12/01/2023				
Bottled/canned beer, Consumed off premise	\$0. 00	Signature of Licensee or Officer of Corporation		
Bottled/canned beer, Consumed on premise	\$0.00			
Draft beer, Includes draft, bottled, and/or canned	\$100.00	This license is TRANSFERABLE and EXPIRES 12/31/2024. Witness my hand and seal this 5th of December, 2023.		
Wine by the glass	\$0.00			
Wine by the bottle	\$0.00			
Liquor	\$125.00			
Application Fee	\$5.00	Chairman		
Total	\$230.00			
(SEAL) By Bridgte Cen Clerk of the Board of Gunty Commissioner	torbi	Commissioner		



Board of County Commissioners

BONNER COUNTY STATE OF IDAHO No. 2024-119

RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT	HAT MATCHWOOD BREWING COMPANY LLC				
doing business as	MATCHWOOD BREWING COMPANY LLC				
at	513 OAK ST, SANDPOINT, ID 83864				
a(n) LLC	, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of				

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

Dated: 12/02/2023

Bottled/canned beer, Consumed off premise	<mark>\$25</mark> .00
Bottled/canned beer, Consumed on premise	\$0.00
Draft beer, Includes draft, bottled, and/or canned	\$0.00
Wine by the glass	\$0.00
Wine by the bottle	\$0.00
Liquor	\$0.00
Application Fee	\$5.00
Total	\$30.00

	nature of Licensee or				
Th	is license is TRAN	NSFERAE	BLE and E	XPIRES 12	/31/2024
W	itness my hand ar	nd seal thi	s 5th of De	ecember, 20)23.
	-				
Ch	airman				

(SEAL) '

v - - ------

lerk of the Board of County Commissioners

Commissioner

Commissioner



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

FOR OFFICE U	SE ONLY
Premise No.	
State Lic No.	
Issue Date:	
County No.	
Total Fees:	
Deputy Initia	
Cochard und	

Retail Alcohol Beverage License Application

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

 Application Type Renewal Seasonal (month open) New (complete page 2) Transfer (complete page 2) (include transfer fee of \$20.00) 	2. Type of Business	3. Location of Facility Inside city limits Outside city limits FOR OFFICE USE ONLY
 4. License Type Bottled/canned beer (retail only) Bottled/canned beer Draft beer Wine by the glass Wine by the bottle Liquor Application Fee Total Fees 	Consumed off premise Consumed on or off premise Includes draft, bottled, and/or canned	County Fee Prorated Fee \$ 25.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 5.00 \$ \$
 5. Applicant Information Doing Business As: <u>MATCHWOOD BREW</u> Business Phone Number: (208) 718-2739 Business Physical Address: 513 OAK ST City: <u>SANDPOINT</u> 6. Business Information 	VING COMPANY LLC State: ID	Zip Code: <u>83864</u>
Business Name: <u>MATCHWOOD BREWIN</u> Primary Contact Name: <u>ANDREA MARC</u> Primary Contact Phone Number: (401) 48 Mailing Address: <u>PO BOX 1146</u>		
City: SANDPOINT Email Address: andrea@matchwoodbrew Please indicate address to send future co	State: ID Ing.com rrespondence: Business Physical Ad	Zip Code: <u>83864</u>
APPLICANT'S SIGNATURE:	cuments pertaining to the Alcohol Bevera	ge Control.

•

APPROVED: _____ Board of County Commissioners

BONNER COUNTY STATE OF IDAHO

No. 2024-118

RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT	MAT	CHWOOD BREWING COMPANY LLC		
doing business as				
at		SANDPOINT, ID 83864		
a(n) LLC	, is licensed to se	ell Alcoholic Beverages as stated below, subject to the provisions of		
Chapters 23-903 and 23-916 Idaho Code An	notated, and the l	aws of the State of Idaho, Municipal Ordinances, and the		
regulations of the Commissioner in regard to	sale of Alcoholic	Beverages and the resolution passed by the Commissioners of		
said County, on file in the office of the Clerk	of the Board at the	Bonner County Courthouse, Sandpoint, Idaho.		
Dated: 12/01/2023		and the standy of the instance, our appoint, reality,		
Bottled/canned beer, Consumed off premise	\$0 .00			
Bottled/canned beer, Consumed on premise	\$0.00	Signature of Licensee or Officer of Corporation		
Draft beer, Includes draft, bottled, and/or canned	\$100.00	This license is TRANSFERABLE and EXPIRES 12/31/2024.		
Wine by the glass	\$100.00	Witness my hand and seal this 5th of December, 2023.		
Wine by the bottle	\$25.00			
Liquor	\$0.00			
Application Fee	\$5.00	Chairman		
Total	\$230.00	Chairman		
		Commissioner		
(SEAL) By Bridgete Cer	Anbi			
Clerk of the Board of County Commissioners		Commissioner		



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

FOR OFFICE USE	ONLY
Premise No. 7E	-24532
State Lic No. 24	532
Issue Date: 12/0	
County No. 202	
Total Fees: \$23	
Deputy Initials:	

Retail Alcohol Beverage License Application

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

1. Application Type Renewal Seasonal (month open) New (complete page 2) Transfer (complete page 2) (include transfer fee of \$20.00)	2. Type of Business Individual Partnership Corporation	3. Location of Facility Inside city limits Outside city limits FOR OFFICE
 4. License Type Bottled/canned beer (retail only) Bottled/canned beer Draft beer Wine by the glass Wine by the bottle Liquor Application Fee Total Fees 	Consumed off premise Consumed on or off premise Includes draft, bottled, and/or canned	County Fee USE ONLY \$_0.00 Prorated Fee \$_0.00 \$
5. Applicant Information Doing Business As: <u>MATCHWOOD BREV</u> Business Phone Number: (208) 718-2739 Business Physical Address: 513 OAK ST	VING COMPANY	
City: SANDPOINT	State: ID	Zip Code: <u>83864</u>
6. Business Information Business Name: <u>MATCHWOOD BREWIN</u>	NG COMPANY LLC	
Primary Contact Name: ANDREA MARC	0000	
Primary Contact Phone Number: (401) 44	36-8189	
Mailing Address: PO BOX 1146	State: ID	Zip Code: 83864
City: SANDPOINT		Cip over
Email Address:	orrespondence: Business Physical Ad	dress Mailing Address KEmail
	cuments pertaining to the Alcohol Bevera	
	DATE:	



BONNER COUNTY STATE OF IDAHO

RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT	MATCHWOOD BREWING COMPANY LLC			
doing business as				
at		SANDPOINT, ID 83864		
a(n)LLC Chapters 23-903 and 23-916 Idaho Code Anr regulations of the Commissioner in regard to	, is licensed to s notated, and the sale of Alcoholic	sell Alcoholic Beverages as stated below, subject to the provisions of laws of the State of Idaho, Municipal Ordinances, and the c Beverages and the resolution passed by the Commissioners of he Bonner County Courthouse, Sandpoint, Idaho.		
Dated: 12/01/2023				
Bottled/canned beer, Consumed off premise	\$0 .00	Signature of Licensee or Officer of Corporation		
Bottled/canned beer, Consumed on premise	\$75.00			
Draft beer, Includes draft, bottled, and/or canned	\$0.00	This license is TRANSFERABLE and EXPIRES 12/31/2024.		
Wine by the glass	\$100.00	Witness my hand and seal this 5th of December, 2023.		
Wine by the bottle	\$25.00			
Liquor	\$0.00			
Application Fee	\$5.00	Chairman		
Total	\$205.00			
		Commissioner		
(SEAL) Du P Loth An	La l			

(SEAL) OD Clerk of the Board of County Commissioners

Commissioner



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

FOR OFFICE USE ONLY
Premise No. <u>7B-32262</u>
State Lic No. <u>32262</u>
Issue Date: <u>12/01/2023</u>
County No. 2024-117
Total Fees: \$205.00
Deputy Initials: bcentorbi
Debach interest Transferrence

Retail Alcohol Beverage License Application

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

 Application Type Renewal Seasonal (month open) New (complete page 2) Transfer (complete page 2) (include transfer fee of \$20.00) 	2. Type of Business	3. Location of Facility Inside city limits Outside city limits
 (Include transfer fee of \$20.00) 4. License Type Bottled/canned beer (retail only) Bottled/canned beer Draft beer Draft beer Wine by the glass Wine by the bottle Liquor Application Fee Total Fees 	Consumed off premise Consumed on or off premise Includes draft, bottled, and/or canned	County Fee For office \$ 0.00 \$ 75.00 \$ 75.00 \$ 0.00 \$ 100.00 \$ 25.00 \$ 0.00 \$ 5.00 \$ 5.00 \$ \$
5. Applicant Information Doing Business As: MATCHWOOD BREW Business Phone Number: (208) 718-2739 Business Physical Address: 525 OAK ST	VING COMPANY State: ID	Zip Code:83864
City: <u>SANDPOINT</u> 6. Business Information Business Name: <u>MATCHWOOD BREWIN</u> Primary Contact Name: <u>ANDREA MARCO</u> Primary Contact Phone Number: <u>(401) 48</u> Mailing Address: <u>PO BOX 1146</u>	IG COMPANY ILC DCCIO 16-8189	
City: SANDPOINT Email Address: Please indicate address to send future co APPLICANT'S SIGNATURE:	methin	dress X Mailing Address Email
APPROVED:	DATE:	

Board of County Commissioners

BONNER COUNTY STATE OF IDAHO

No. 2024-120

RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERT	IFY THAT	MATCHWOOD BREWING COMPANY LLC				
doing business as		MATCHWOOD BREWING COMPANY				
at		525 OAK ST, SANDPOINT, ID 83864				
a(n)	LIC	in licensed to call Alexandria Devenue of the training				

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

Dated: 12/01/2023

Bottled/canned beer, Consumed off premise	<mark>\$25</mark> .00	
Bottled/canned beer, Consumed on premise	\$0.00	Signature of Licensee or Officer of Corporation
Draft beer, Includes draft, bottled, and/or canned	\$0.00	This license is TRANSFERABLE and E
Wine by the glass	\$0.00	Witness my hand and seal this 5th of D
Wine by the bottle	\$0.00	
Liquor	\$0.00	
Application Fee	\$5.00	Chairman
Total	\$30.00	Unaiman
		Commissioner

(SEAL) Clerk of the Board of County Commiss

	e IS TRANSFERABLE and EXPIRES 12/31/2024.
	hand and seal this 5th of December, 2023.
With the second second	riand and sear this 5th of December, 2023.
Chairman	
Chairman	
Chairman	
Chairman Commissioner	

Commissioner



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

FOR OFFICE USE ONLY
Premise No. Z-32263
State Lic No. <u>32263</u>
Issue Date: <u>12/01/20<mark>23</mark></u>
County No. 2024-120
Total Fees: <u>\$30.00</u>
Deputy Initials: bcentorbi

Retail Alcohol Beverage License Application

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

 Application Type Renewal Seasonal (month open) New (complete page 2) Transfer (complete page 2) (include transfer fee of \$20.00) 	2. Type of Business Individual Partnership Corporation	Location of Facility Inside city limits Outside city limits
 4. License Type Bottled/canned beer (retail only) Bottled/canned beer Draft beer Draft beer Wine by the glass Wine by the bottle Liquor Application Fee Total Fees 	Consumed off premise Consumed on or off premise Includes draft, bottled, and/or canned	County Fee For OFFICE \$
5. Applicant Information Doing Business As: <u>MATCHWOOD BREV</u> Business Phone Number: (208) 718-2739 Business Physical Address: 525 OAK ST City: <u>SANDPOINT</u>	VING COMPANY 	Zip Code:83864
6. Business Information Business Name: <u>MATCHWOOD BREWIN</u> Primary Contact Name: <u>ANDREA MARC</u> Primary Contact Phone Number: <u>(401) 44</u> Mailing Address: <u>PO BOX 1146</u> City: <u>SANDPOINT</u> Email Address: <u></u>	State: ID	Zip Code: <u>83864</u>
	cuments pertaining to the Alcohol Bever	
APPROVED:		

Board of County Commissioners

BONNER COUNTY STATE OF IDAHO

No. 2024-121

RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT		BEAR PAW GROUP LLC
doing business as		THE FALLS INN
at 8700 HWY 57, PRIEST RIVER, ID 83856		
Chapters 23-903 and 23-916 Idaho Code Ar regulations of the Commissioner in regard to	nnotated, and the losale of Alcoholic	aws of the State of Idaho, Municipal Ordinances, and the Beverages and the resolution passed by the Commissioners of Bonner County Courthouse, Sandpoint, Idaho.
Dated: 12/01/2023		
Bottled/canned beer, Consumed off premise	\$0 .00	Signature of Licensee or Officer of Corporation
Bottled/canned beer, Consumed on premise	\$0.00	
Draft beer, Includes draft, bottled, and/or canned	\$100.00	This license is TRANSFERABLE and EXPIRES 12/31/2024. Witness my hand and seal this 5th of December, 2023.
Wine by the glass	\$100.00	
Wine by the bottle	\$25.00	
Liquor	\$0.00	
Application Fee	\$5.00	Chairman
Total	\$230.00	
		Commissioner
(SEAL) By: Bridgete C	entorbi	Commissioner
Clerk of the Board of County Commissioners		Commissioner



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

FOR OFFICE US	EONLY
Premise No.	78-28
State Lic No.	4606
Issue Date: 12	2/01/2023
County No. 2	
Total Fees: 52	
Deputy Initials	

Retail Alcohol Beverage License Application

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

 Application Type Renewal Seasonal (month open) New (complete page 2) Transfer (complete page 2) (include transfer fee of \$20.00) 	2. Type of Business Individual Partnership Corporation	3. Location of Facility Inside city limits Outside city limits FOR OFFICE USE ONLY			
 4. License Type Bottled/canned beer (retail only) Bottled/canned beer Draft beer Wine by the glass Wine by the bottle Liquor Application Fee Total Fees 	Consumed off premise Consumed on or off premise Includes draft, bottled, and/or canned	County Fee Prorated Fee \$ 0.00 \$ \$ 0.00 \$ \$ 0.00 \$ \$ 100.00 \$ \$ 100.00 \$ \$ 25.00 \$ \$ 0.00 \$ \$ 0.00 \$ \$ 0.00 \$ \$ 0.00 \$ \$ 0.00 \$			
5. Applicant Information Doing Business As: THE FALLS INN Business Phone Number: (208) 448-1480 Business Physical Address: 8700 HWY 57		Zip Code: <u>83856</u>			
City: PRIEST RIVER 6. Business Information Business Name: BEAR PAW GROUP LLC Primary Contact Name: TENNEALL MADE Primary Contact Phone Number: (208) 905					
Mailing Address: 8700 HWY 57 City: PRIEST RIVER Email Address: Please indicate address to send future corr	State: ID	Zip Code: <u>83858</u> ress Mailing Address Email			
APPLICANT'S SIGNATURE:					

APPROVED:

DATE:

Board of County Commissioners

BONNER COUNTY STATE OF IDAHO

No. 2024-122

RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT		TSB 479 LLC	
doing business as		THE ST BERNARD	
at 479 NC			
a(n) LLC	, is licensed to se	ell Alcoholic Beverages as stated below, subject to the provisions of	
Chapters 23-903 and 23-916 Idaho Code Anr	notated, and th <mark>e l</mark>	aws of the State of Idaho, Municipal Ordinances, and the	
regulations of the Commissioner in regard to	Beverages and the resolution passed by the Commissioners of		
said County, on file in the office of the Clerk of the Board at the Bonner County Courthouse, Sandpoint, Idaho.			
Dated: 12/01/2023			
Bottled/canned beer, Consumed off premise	<mark>\$0</mark> .00		
Bottled/canned beer, Consumed on premise	\$0.00	Signature of Licensee or Officer of Corporation	
Draft beer, Includes draft, bottled, and/or canned	\$100.00	This license is TRANSFERABLE and EXPIRES 12/31/2024.	
Wine by the glass	\$100.00	Witness my hand and seal this 5th of December, 2023.	
Wine by the bottle	\$ 25.00		
Liquor	\$0.00		
Application Fee	\$5.00	Chairman	
Total	\$230.00		
		Commissioner	
(SEAL) By: Bridgits (er	trbi		

Clerk of the Board of County Commissioners

Commissioner

	FOR OFF	ICE USE ONLY
Bonner County Recorder		No. <u>7B-27700</u>
Michael W. Rosedale - C	ounty Clerk	No. <u>27700</u>
1500 Highway 2	Issue Da	te: 12/01/2023
Suite 335	County	No. 2024-122
Sandpoint, ID 83864		es: \$230.00
Phone: (208) 265-1490		
Fax: (208) 255-7849	Deputy	Initials: <u>bcentorbi</u>
Retail Alcoh	ol Beverage License Appli	cation
	r newly issued State of Idaho Retail Alcoh	
	2. Type of Business	3. Location of Facility
1. Application Type	Individual	Inside city limits
X Renewal	Partnership	Outside city limits
Seasonal (month open)		
New (complete page 2)	Corporation	
Transfer (complete page 2)		
(include transfer fee of \$20.00)		
		FOR OFFICE USE ONLY
		County Fee Prorated Fee
4. License Type		(If applicable)
Bottled/canned beer (retail only)	Consumed off premise	<u>\$ 0.00</u> <u>\$</u>
Bottled/canned beer	Consumed on or off premise	\$ 0.00 \$
	Includes draft, bottled, and/or canned	\$ 100.00 \$
Draft beer	fictudes drait, bottled, and/or canned	\$ 100.00 \$
Wine by the glass		\$ 25.00 \$
Wine by the bottle		\$ 0.00 \$
Liquor		\$ 5.00
X Application Fee		\$ \$230.00
Total Fees		2 <u></u>
5. Applicant Information		
Doing Business As: THE ST BERNARD		
Business Phone Number: (208) 920-5521	EST DASSAGE	
Business Physical Address: 479 NORTHW	EST PASSAGE	Zip Code:83864
City: SANDPOINT	State:_ID	
6. Business Information		
Business Name: TSB 479 LLC		
Primary Contact Name: SCOTT LEA		
Primary Contact Phone Number: (509) 95	1-3537	
Mailing Address: PO BOX 46		T : 0 1 00010
City: SPOKANE	State: WA	Zip Code: <u>99210</u>
Email Address:		
Please indicate address to send future co	rrespondence: Business Physical Add	Iress 🕅 Mailing Address 🗌 Email
P	21)	
APPLICANT'S SIGNATURE:	U	
Signer must be authorized to sign for doc	uments pertaining to the Alcohol Beverage	ge Control.
\sim		
APPROVED:	DATE:	
Board of County Commissio	ners	

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: <u>planning@bonnercountyid.gov</u> - Web site: <u>www.bonnercountyid.gov</u>

Board of County Commissioners Memorandum



November 29, 2023

To: Board of County Commissioners

From: Rob Winningham, Bonner County Planner

Subject: Final plat, MLD0039-23 – SAWBUCK FOREST

The above referenced plat is a minor land division dividing one (1) 20.20-acre parcel into four (4) 5.05-acre lots. The property is zoned Rural 5 and meets the requirements of that zone. The property is served by individual well, individual system and Northern Lights, Inc. The property is accessed off Sawbuck Road, a privately-owned and maintained road. The parcel is located in a portion of Section 10, Township 54 North, Range 4 West, Boise Meridian, Idaho. The plat was approved by Bonner County on October 19, 2023.

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

Legal Review: ____

Distribution: Jake Gabell Janna Berard Rob Winningham

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

Consent Agenda

Recommendation Acceptance:
Ves
No

Commissioner Luke Omodt, Chairman

Date: _____



BONNER COUNTY EMERGENCY MANAGEMENT

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

December 5, 2023

MEMORANDUM

Emergency Management Item #1

To: Commissioners

From: Bob Howard Director Emergency Management

Re: Contract for Hazardous Fuels Treatment

Description: The attached contract is between Bonner County and Morrison Grit LLC to provide project work for the treatment and/or removal of hazardous wildland fuels at locations in compliance with specifications for the BONFire program.

There will be no County match as this contract will be funded from an (IDL) Idaho Department of Lands Grant.

I would recommend the Board of Commissioners accept and sign the Contract for Professional Services between Bonner County and Morrison Grit LLC.

Distribution: Original to BOCC Copy to Bob Howard & Nick Zahler Copy to Auditor's Office

A suggested motion would be: Based on the information before us I move to approve and sign the Contract for Hazardous Fuels Treatment between Bonner County and Morrison Grit LLC for project work on the BONFire program funded by an Idaho Department of Lands Grant with no County match.

_ Date: _____

Commissioner Luke Omodt, Chairman

CONTRACT FOR SERVICES Independent Contractor, Hazardous Fuels Treatment

THIS CONTRACT is made by and between BONNER COUNTY (hereinafter referred to as "COUNTY") and <u>MOVVISON Grit LLC</u> (hereinafter referred to as "CONTRACTOR").

The Parties mutually agree as follows:

1. **REQUIRED SERVICES**

- A. CONTRACTOR shall perform the services specified in the Statement of Work contained in any particular Prescription as they are drafted by the Project Manager. CONTRACTOR shall bid for Prescriptions as the become available. If selected by the COUNTY to perform the services specified in a Prescription, that Prescription, with its attendant Statement of Work, shall be incorporated by reference into this CONTRACT.
- B. CONTRACTOR shall furnish all transportation, labor, tools, supplies, materials, supervision, and incidentals to perform the contract work as set forth in each Prescription. CONTRACTOR shall provide sufficient skill and experience to properly perform the work assigned to them. CONTRACTOR shall, without additional expense to the COUNTY, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and local laws, codes, and regulations applicable to the performance of the work.
- C. Site maps and specific locations will be included in each Prescription. The Work Area objectives are to treat and/or remove hazardous wildland fuels to a level which will result in fires producing flame lengths of four feet or less. On private property, where structures exist, treatment will meet or exceed Forest Management and Health Guidance. On vacant lots, fuels will be treated by thinning, pruning, ladder fuel reduction, chipping, mowing, grinding, or slash will be utilized for firewood, chipped as potential hog fuel, or piled and burned as environmental and site conditions allow. Site specific standards will be identified by the Project Manager. A site-specific project description will be provided to the selected vendor for each project.

2. OTHER PROVISIONS

A. **DAMAGE TO PHYSICAL IMPROVEMENTS.** CONTRACTOR shall exercise extreme care to prevent damage to all physical improvements (roads, fences, ditches, structures, etc.) on the contract area. As determined by the Project Manager, CONTRACTOR shall be held responsible for immediate repairs to damaged physical improvements. CONTRACTOR shall restore to the original condition, all water bars and

not received or appropriated, the COUNTY's obligation under the CONTRACT shall cease, and each party shall be released from further performance under the CONTRACT without any liability to the other party.

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

For the COUNTY: Bonner County Board of County Commissioners 1500 Highway 2 STE 308 Sandpoint, ID 83864 Phone: (208) 265-1438 Fax: (208) 265-1460

And

Bob Howard, Director Bonner County Emergency Management 1500 Highway 2 STE 101 Sandpoint, ID 83864 Phone: (208) 265-8867 E-mail:

em@bonnercountyid.gov

For the CONTRACTOR:

NAME: Annmarie Morrison ADDRESS: 23538 N. Infinity Rol Ather 10 83801 PHONE: 208 818-0197 EMAIL Morrison grittle Qgincul BUSINESS NAME: Morrison Grit LIC

6. **INDEMNIFICATION.** CONTRACTOR shall indemnify, hold harmless, and defend the COUNTY from and against any damage, cost or liability,

responsibility for payment of any of the above- referenced taxes or contributions which may be owed to any governmental entity or insurance program.

- 11. **ATTORNEY FEES.** Reasonable attorney fees and costs shall be awarded to the prevailing party in any suit, action, arbitration or other proceeding of any nature whatsoever instituted in connection with any controversy arising out of this CONTRACT or to interpret or enforce any rights under this CONTRACT.
- 12. **CIVIL RIGHTS ACT OF 1964.** CONTRACTOR shall abide by the provisions of Title VI of the Civil Rights Act of 1964, which states that no person may, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- 13. **NONDISCRIMINATION.** CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, gender, age, marital status, physical or mental handicap, or national origin.
- 14. COMPLIANCE WITH LAWS. At all times during the term of this CONTRACT, CONTRACTOR shall comply with all federal, state and local laws, rules, ordinances and regulations. CONTRACTOR will not be disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any Federal department or agency. NON-ASSIGNABLE. Th parties mutually agree that the COUNTY has entered into this CONTRACT to secure the personal services of CONTRACTOR and, as such, this CONTRACT is not subject to transfer, assignment, or conveyance without the consent of the COUNTY. Consent must be obtained for each project and must be clearly illustrated on the Bid Evaluation.
- 15. **TERMINATION.** This CONTRACT may be terminated in whole or in part for the convenience of the COUNTY at the COUNTY's sole option. The COUNTY shall provide fair and reasonable payment for work completed.
- 16. **FAILURE TO PERFORM.** Upon any substantial failure to perform this CONTRACT by either party, or any other material breach of the terms of this CONTRACT, the non-breaching party shall be entitled to the following remedy:
 - A. Stop performing or accepting performance of the CONTRACT until the matter is resolved.
 - B. Where appropriate, obtain completion of the performance of the remaining balance of the CONTRACT from the breaching party. Upon discovery of the

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

BONNER COUNTY **BOARD OF COMMISSIONERS**

By: _

Steven Bradshaw, Chairman Commissioner

By:

Luke Omodt, Commissioner, Chairman

By:

Asia Williams, Commissioner

ATTEST:

MIKE ROSEDALE, CLERK

By:

Deputy Clerk

DATE:___ , 2023

CONTRACTOR

ONMNYOY Bv: annmarie Morrison

Printed Name

DATE: 11/20123, 2023



Risk Management Bonner County

December 5, 2023

RISK Management Agenda Item 1

MEMORANDUM

To: Commissioners

Re: Sign Travelers TPA agreement

Description:

Request for BoCC Chairman Omodt to sign the Third Party Administrator (TPA) contract with Travelers Insurance.

A draft version of the contract was reviewed and approved by Legal on 9/6/23 during our SIR renewal process.

The BoCC approved the contract with Travelers on 8/24/23.

This updated contract with Travelers has been approved by Legal again, due to updates.

There is no new or additional funding or payment related to signing the contract. (cost of the TPA is included in our SIR premium, which we have already paid)

Risk management requests that Chairman Luke Omodt sign the attached contract, as well as the DocuSign version sent by Travelers.

I hereby approve signing the TPA contract with Travelers Insurance.

Distribution: Original to BOCC Copy to the Risk Manager

Recommendation Acceptance:
u yes u no

Date:

Commissioner Luke Omodt, Chairman



James M. Petrone AVP, Loss Sensitive Segment Lead Public Sector Services 300 Windsor Street Hartford, CT 06120 Off: 860.954.2743 Mob: 860.652.5225

November 21, 2023

Luke Omodt Bonner County Commissioner Chairman 1500 Hwy 2, Suite 308 Sandpoint, ID 83864

Re: Claim Service Agreement

Dear Luke:

Enclosed is the Claim Service Agreement for the Effective Date October 26, 2023. Please use DocuSign to review and sign the Claim Service Agreement within thirty (30) days of receipt. After you sign, a fully executed copy of the agreement will be available in DocuSign for you to download and retain for your files.

If you have any questions, please give me a call.

Regards,

DocuSigned by: James M Petrone 648E8DBBA4754B7...

James M. Petrone

cc: Brian Nate, Redman & Company Insurance, Chief Implementation Officer, brian@redmaninsurance.com

Enclosures



CLAIM SERVICE AGREEMENT

THIS CLAIM SERVICE AGREEMENT ("Agreement") dated as of October 1, 2023 (the "Effective Date"), is by and between Bonner County and each of its predecessors, successors, subsidiaries, divisions, and affiliates for whom Claim Services are being furnished ("Client"), and The Travelers Indemnity Company, a Connecticut corporation at 385 Washington Street, St. Paul, Minnesota, 55102, and its subsidiaries and affiliates ("Travelers").

WHEREAS, Client and Travelers have entered into insurance policy numbers 31N45097 and 1S770660 (which together with all applicable riders, endorsements, extensions and renewals are hereinafter referred to as the "Policy") under which Client is responsible for paying a portion of the damages and/or certain expenses as more fully described in the policy ("Self-Insured Retention"); and

WHEREAS, Client wants Travelers to furnish certain Claim Services to Client with respect to the Self-Insured Retention and Travelers is willing to provide such services.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, Client and Travelers hereby agree as follows:

SECTION I - DEFINITIONS

For the purpose of this Agreement, a "Claim(s)" shall be any request or demand for consideration of payment of a loss or investigation of a loss with respect to the services enumerated in this Agreement, which is reported to Travelers, and which is within Client's Self-Insured Retention, and which takes place in the coverage territory as set forth in the Policy.

"Excess Claim(s)" shall be any request or demand for consideration of payment of a loss or investigation of a loss with respect to the services enumerated in this Agreement which is reported to Travelers and which exceeds Client's Self-Insured Retention.

The "Discretionary Authority Limit" is the total amount of money which Travelers is authorized to spend in payment or settlement of any Claim, and, in case of denial, the total Travelers' projected money value of a Claim which Travelers is authorized to deny, without first seeking approval from Client.

SECTION II - DUTIES OF TRAVELERS

- A. During the term of this Agreement, Travelers will provide Claim Services to Client ("Claim Service(s)") with respect to Claims. Such Claim Service shall consist of the following:
 - 1. CLAIMS ADMINISTRATION
 - (a) Instructions will be provided for the reporting of Claims.

- (b) Claim reports will be accepted from Client or Client's employee or representative. Travelers will establish and maintain a separate file on all such Claims. Travelers will acknowledge receipt of all Claims, identifying each with a file number for further reference.
- (c) Subject to the Termination Section of this Agreement, closed or inactive Claim files will be stored and maintained in a reasonable manner to protect confidentiality of records.

2. CLAIMS INVESTIGATION/PREPARATION

- (a) Travelers will perform the necessary investigation and documentation upon which to base a decision regarding liability and damages exposure, and secure information required for the adjustment of each Claim.
- (b) Travelers will provide for investigation by individuals, other than defense attorneys, in the preparation of the defense for Claims involving litigation.
- (c) Loss information on Claims being handled by Travelers will be provided. This loss information will include suggested reserves, payments and the disposition of Claims.
- (d) A list of outside physicians and other specialists for use as necessary in the independent examination and evaluation of all Claims will be maintained by Travelers.
- (e) Travelers will analyze each Claim to determine Client's rights against third parties. When appropriate, Travelers will supervise subrogation of Claims on behalf of Client.

3. LOSS ADJUSTMENT/NEGOTIATION & SETTLEMENT

- (a) Based upon factual investigation and evaluation of Client's liability, Travelers will compute the amount of Claim payment, if any payment is warranted, issue such payment and maintain a record of all payments in each file.
- (b) Travelers will enter into negotiation and settlement of Claims where appropriate in Travelers' judgment and/or consistent with its authority on behalf of Client. The Discretionary Authority Limit is \$50,000 on a per Claim basis. The Discretionary Authority Limit does not include ALAE (as hereinafter defined).

4. <u>LITIGATION ASSISTANCE</u>

(a) Travelers will maintain a list of recommended attorneys, and at Client's request, will arrange for such attorneys to be retained on behalf of Client as the need arises for defense of Claims, subrogation of Claims or when otherwise requested by Client. When in Travelers' sole discretion, it determines it is appropriate, Travelers may

recommend to Client attorneys employed by Travelers or its affiliates. Travelers may make such recommendation on a case-by-case basis or more generally with respect to Client's Claims. Client at all times retains the right to reject Travelers' recommendation of any attorney, including those employed by Travelers or its affiliates, and to choose other attorneys to defend Claims, handle subrogation of Claims or as otherwise needed by Client; provided, however, that Travelers shall solely control the selection of attorneys when the total amount of damages, to which the Policy applies for any particular Claim, may possibly exceed the Self-Insured Retention as determined by Travelers in its sole discretion.

- (b) Travelers will review attorney activity and assist with discovery as well as pretrial preparation of each case, including continued negotiation and settlement effort where warranted.
- (c) Attorney billings will be analyzed for consistency with fee arrangement and necessity for expenses or time incurred.
- (d) Travelers will coordinate and expedite, where necessary, communication between Client and attorney for, among other things, information subject to discovery.

5. <u>ESCHEAT</u>

- (a) For outstanding checks which become escheatable during the term of this Agreement, Travelers shall comply with all State required escheat processes in accordance with Travelers' standard practices; provided that, if Client is no longer a customer of Travelers and requires Claim Services for open Claim files be provided by an entity other than Travelers, Travelers will no longer have any escheat responsibilities with respect to outstanding checks issued on those Claim files.
- (b) Travelers shall maintain records of unclaimed property items, the names and addresses of owners of unclaimed property, if known, and the time period in which the item was unclaimed.

6. <u>CLAIMS FOR WHICH TRAVELERS PROVIDES CLAIM SERVICES</u>

Travelers will provide Claim Services only for Claims to which the Self-Insured Retention applies under the terms of the Policy.

7. <u>MMSEA REPORTING</u>

Travelers will assume all reporting obligations as the Client's duly authorized reporting agent with respect to the data collection and reporting requirements of Section 111 of

the Medicare, Medicaid and SCHIP Extension Act of 2007, as it may be amended from time to time ("MMSEA"). Travelers will comply with all MMSEA reporting requirements for all qualifying payments that Travelers makes on behalf of Client. Qualifying payments shall include any payment by Travelers under this Agreement to or on behalf of a Medicare beneficiary that triggers a reporting obligation on behalf of Client. Qualifying payments do not include payments made as reimbursement to Client or to any insurer that has paid amounts to or on behalf of a Medicare beneficiary. Travelers shall have no obligation to report payments made by another entity. Travelers will establish appropriate safeguards to protect the confidentiality of data collected and transmitted by Travelers to prevent unauthorized access to that data.

B. In the course of providing Claim Services, expenses will be incurred on behalf of Client for allocated loss adjustment expenses, defense expenses, or similar expenses as such terms are defined in the Policy (referred to herein as "ALAE").

SECTION III - FUNDING ARRANGEMENTS

A. The following is a description of the terms and procedures under which Travelers' Claim billing with Client is established and operated.

Travelers will make Claim and ALAE payments on Client's behalf utilizing checks drawn against a bank account of Travelers. If Client fails to fulfill its funding obligations hereunder, Travelers may immediately suspend all payments of Claims and ALAE and terminate this Agreement pursuant to the Effective Dates and Termination Section of this Agreement. Under no circumstances will Travelers be required to use its own funds to pay Claims and ALAE hereunder.

In addition, Travelers may pay claim and ALAE amounts in excess of Client's Self-Insured Retention in order to effect settlements or for any other reason associated with Travelers' performance of Claim Services. Client agrees to reimburse Travelers for any such payments pursuant to these funding arrangements and subject to the terms and conditions of this Agreement. Client's obligation to reimburse Travelers for such payments is an obligation which is independent of and not contingent upon Client's receipt of payment from any other source.

- B. Client agrees to make funds available to Travelers from which Travelers may draw at its discretion for payment of all Claims and ALAE which are within the Discretionary Authority Limit as well as for payments which exceed the Discretionary Authority Limit but which have been specifically consented to by Client.
 - 1. Client will make a cash payment to Travelers to establish a claim fund:
 - (a) \$10,000 shall be deposited by inception of this Agreement. This amount shall be the initial minimum claim fund level. Travelers has the right to commingle the claims fund with its general assets and deposit in its standard banking accounts

any and all amounts in the claims fund. Travelers shall not be responsible for allocating any amounts between the entities of Client.

- (b) Travelers shall bill Client for paid Claims on a monthly basis. Client shall be obligated to pay to Travelers any amount billed for Claims within thirty (30) days of receipt of written notice by Travelers.
- (c) Travelers shall continually review the adequacy of the claim fund and may require such increases or decreases in the minimum and maximum claim fund level described above as Travelers in discussion with Client deems necessary to reserve for payment of present and future Claims and ALAE. In setting the minimum claim fund level Travelers does not represent or warrant the adequacy thereof. Whenever the claim fund is less than the then minimum level described in Section III.B.1(a) or thereafter set by Travelers, Client shall pay an amount sufficient to Travelers to increase the claim fund within thirty (30) days of receipt of written notice by Travelers.
- (d) Upon termination of this Agreement pursuant to the terms of Section VIII, Travelers shall return any amount remaining in the claim fund to Client after deducting the amount of any Claim or ALAE payable by Travelers for the settlement or adjustment of any Claim that occurred prior to the termination of this Agreement.
- 2. Travelers has no duty under any circumstances, including but not limited to the inability to pay or insolvency of Client, to provide funds to pay any Claims or ALAE with respect to Claims of Client except to the extent funds are maintained in the claim fund or as required by state law. Provided however, that Travelers, without waiving its rights or excusing performance by Client, may from time to time elect to advance its own funds for the payment of such amounts in which case Client shall immediately reimburse the claims fund pursuant to Section III.B.1(b) above. If Client fails to make funds available for Travelers to pay Claims and ALAE under the Self-Insured Retention, Travelers will have the right to suspend payment of Claims and ALAE without prior notice to Client until such funds are available and Travelers may refuse to render any of the services provided for under this Agreement, to the extent permitted by state law. Travelers may also bring suit against Client seeking specific performance of Client's obligations or to recover any amount due Travelers under the terms of this Agreement. Travelers will not be liable for any penalties, fees, assessments or legal judgments rendered for, or based upon the failure to pay Claims or ALAE when the necessary funds were not deposited in the claim fund, except to the extent required by state law. Any election of Travelers to continue to service claims, to advance its own funds to pay Claims or ALAE, or to pursue a remedy provided for in this section shall not operate as a waiver or estop Travelers from asserting any right under the terms of this Agreement or otherwise provided by law.
- To secure the payment of the Obligations (as defined below), Client grants to Travelers:
 (a) a security interest in the moneys on deposit in the claim fund as cash collateral as
 that term is defined in Section 363(a) of the U.S. Bankruptcy Code and acknowledges
 that the security interest is perfected by Travelers control over the claim fund, and (b)

the right to set off any of the Obligations against any sums now or at any time owing by Travelers to Client. Client agrees to execute such documents as Travelers may require to evidence the attachment or perfection of the security interest granted pursuant hereto, and further agrees to take such other steps as Travelers may reasonably require to establish and maintain the first priority of such security interest. "Obligations" shall mean all present or future indebtedness and obligations of Client to Travelers including, but not limited to, those arising at any time under this Agreement and any other prior, present or future agreement and insurance policy between Client and Travelers and any renewals, restatements or extensions thereof, whether or not such indebtedness or obligations are matured, contingent, unliquidated or subject to any recoupment or setoff, as well as any present or future liabilities of Travelers, payment for which Client has undertaken or is otherwise obligated to Travelers under this Agreement or any other agreements and insurance policy(s) or otherwise applicable agreements or law. Client acknowledges and confirms that the Obligations hereunder are obligations secured by the security interest granted by Client to Travelers under and pursuant to the terms of any and all past or present agreements or policy(s) between Travelers and Client.

SECTION IV - DUTIES OF CLIENT

- A. Client shall pay the charges provided for herein for the Claim Services.
- B. Client agrees to cooperate with Travelers in the investigation of any Claim and to provide any information Travelers shall reasonably request for the purpose of investigating a Claim.
- C. Client agrees to indemnify and hold harmless Travelers and its directors, officers, agents, employees and affiliates providing Claim Services hereunder against any and all claims, settlements, interest charges, lawsuits, payments, penalties, administrative proceedings, judgments, costs, damages or expenses, including attorneys' fees, resulting from, or arising out of or in connection with any Claim or any Excess Claim hereunder, or incurred to enforce this provision unless it is determined by the final order of a court of competent jurisdiction that a proportion of the liability therefore was caused by the willful misconduct or negligent activity of Travelers, its employees or agents, in which case, Travelers shall be responsible for its proportionate share of the liability. This clause survives termination of this Agreement.

SECTION V - LIMITATION OF LIABILITY

- A. Travelers makes no representation that Client is authorized to insure or to self-insure. It is the responsibility of Client to obtain all necessary authorization from applicable governmental authorities. Client further agrees that it is its responsibility to fund Claim payments. Client acknowledges and agrees that this Agreement is not a policy of insurance.
- B. In the event Travelers should fail to perform its duties hereunder and if such failure is not corrected within thirty (30) days after written notice by Client to Travelers of such failure, then Client may terminate this Agreement upon fifteen (15) days written notice to Travelers. The foregoing is in lieu of all other warranties, expressed or implied (including warranties of merchantability and fitness for a particular purpose) and all liability for special, indirect or

consequential damages, including lost profits, even if Travelers has been advised of the possibility of such damages.

C. Travelers reserves the right to not provide Claim Services in any state or political jurisdiction if such services are prohibited by the laws or regulations thereof. Travelers may immediately discontinue Claim Services and return Claim files in its possession to Client to the extent there is a change in law or regulation, or a change to how Travelers is required to interpret a law or regulation, which imposes additional duties, responsibilities or obligations on Travelers. In such instances, Travelers shall have no further duty to provide such Claim Services.

SECTION VI - CLAIMS SERVICE FEES AND OTHER CHARGES

- A. As consideration for the Claims Services provided under this Agreement, Client shall pay to Travelers a claims service fee, which has been included in the policy premium.
- B. 1. In the event that a state or other jurisdiction, in accordance with existing or future law, determines that Travelers is liable for payment of any taxes, assessments or escheat obligations (other than taxes solely based upon Travelers' net income) with respect to any aspect of this Agreement, Client agrees to reimburse Travelers for the amount of any such taxes, assessments or escheat obligations, any interest expense assessed against or incurred by Travelers before or after payment of such amounts, and any other charges, penalties or fines in connection therewith, including reasonable attorneys' fees, that Travelers may sustain in connection with such amounts. Any such amount shall be due and payable upon written notification by Travelers to Client.
 - 2. Travelers shall have sole discretion in determining whether any claim or assessment for taxes, assessments or escheat obligations shall be paid, compromised, litigated or appealed and as to all matters of procedure, compromise, defense or appeal or any other aspects of any claim or assessment concerning its liability.
 - 3. In the event that a state or other jurisdiction, in accordance with existing or future law, imposes upon Travelers the duty to act as agent for collection of any tax or assessment obligation imposed on Client with respect to any aspect of the Agreement, Client will pay over any such amounts to Travelers when requested to do so by Travelers.
- C. The claim service fee for each Claim shall cover Claim Services for the lifetime of the claim. In the event this Agreement is terminated for any reason, these claim service fees will not be pro-rated and are not refundable.

SECTION VII - EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default:

- A. Client shall fail to make any payment of charges or fees on or before the date due; or
- B. Client shall fail to fulfill any of its obligations under the Funding Arrangements; or

- C. Client shall fail to perform or observe any other condition or agreement to be performed or observed by it under this Agreement or other similar agreement; or
- D. Client becomes insolvent or is unable to pay its debts as they become due or Client is declared bankrupt or insolvent, or if a debtor relief proceeding has been brought by or against it.

SECTION VIII - EFFECTIVE DATES AND TERMINATION

- A. This Agreement shall commence on the Effective Date and shall remain continuous until terminated.
- B. 1. This Agreement may be terminated by either Travelers or Client with or without cause for any reason whatsoever upon sixty (60) days prior written notice.
 - 2. Upon the occurrence of any Event of Default, and if such Event of Default is not corrected within thirty (30) days after written notice by Travelers to Client of such Event of Default, then Travelers may terminate this Agreement upon fifteen (15) days written notice to Client. This Agreement may be terminated by Client as set forth in Section V.B. or by Travelers as set forth in Section V.C.
 - 3. If none of the events referenced in the preceding subsections take place, this Agreement will terminate when both parties agree that all the obligations of each hereunder have been paid or otherwise performed.
- C. Notwithstanding the termination of this Agreement, Client shall remain fully liable to Travelers for all claim service fees, paid Claims, ALAE and all other sums due in accordance with the terms and provisions of this Agreement with respect to Claims reported before such termination, and all such obligations of Client shall be deemed to survive any such termination.
- D. 1. This Agreement contemplates Travelers providing Claim Services for each Claim handled pursuant hereto, from the time the Claim is opened until conclusion. Therefore, in the event of termination, unless there is a default by Client, Travelers will continue to provide Claim Services for Claims which were reported prior to termination, until all Claims are concluded.
 - 2. In the event of a termination by Travelers pursuant to this Section because of a default by Client, or if, after the termination of this Agreement for any other reason pursuant to this Section, Client fails to fulfill its obligations under the Funding Arrangements or to pay any other amounts due and owing hereunder, Travelers may immediately discontinue all Claim Services and return the Claim files in its possession to Client at Client's expense at the address specified in the "Notices" Section of this Agreement, without any offset or deduction from any of the Claim Service fees or other charges paid or payable by Client to Travelers under this Agreement. Travelers shall then have no further responsibility to provide Claim Services for any Claims of Client other than as may be required by state law.

3. Travelers assumes no liability with respect to Claim Services, and the work product thereof, performed by anyone other than Travelers, either prior to or subsequent to the Term of this Agreement. To the extent that Travelers incurs any liability as a result of Claim Services performed by anyone other than Travelers, Client agrees to hold Travelers harmless for any such liability as set forth in the Duties of Client Section of this Agreement.

SECTION IX - EXAMINATION OF RECORDS

Client shall have the right to examine any Claim file or time sheets relating to the specific Claim maintained by Travelers pursuant to this Agreement upon thirty (30) days advance written notice from Client to Travelers; provided, however, Client agrees that an examination of individual Claim files shall be carried out in a manner agreed to between Client and Travelers designed to protect the confidentiality of the individual's medical and professional information and that any examination be conducted during the normal business hours of Travelers pursuant to reasonable restrictions imposed by Travelers. If Client retains a third party to perform the examination functions set forth in this section, Client agrees that the third party will not have access to records until third party signs a Non-Disclosure Agreement between third party and Travelers.

SECTION X - SOLE BENEFIT

This Agreement is for the sole benefit of the parties hereto and in no event shall this Agreement be construed to be for the benefit of any third party, and Travelers shall not be liable for any loss, liability, damages or expense to any person not a party to this Agreement.

SECTION XI - ASSIGNMENT

No assignment by either party of this Agreement shall be valid without the prior written consent of the other party, which consent shall be reasonably given. Notwithstanding the foregoing, Travelers may at any time assign its rights and delegate its duties hereunder to any of its affiliated companies. In addition, Client acknowledges and agrees that all or some of the Claim Services provided hereunder may be provided by affiliated companies of Travelers.

SECTION XII - FAILURE OF ENFORCEMENT

Travelers' failure to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by Client of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part thereof, or Travelers' right to thereafter enforce each and every provision of this Agreement or to exercise any right or remedy available to Travelers under applicable law.

SECTION XIII - LEGAL AGREEMENT

Nothing in this Agreement shall be construed to require commission of any act contrary to the law. In the event of a conflict between any provision of this Agreement and any law or regulation contrary to which the parties have no legal right to contract, the latter shall prevail; provided however, that in such

event, the provision so affected shall be limited only to the extent necessary to permit compliance with the minimum legal requirement, and all such other provisions of this Agreement shall continue in full force and effect.

The parties have read this Agreement and they have had a full opportunity to evaluate this Agreement along with all transactions and other matters contemplated by this Agreement. The parties have had the opportunity to consult with, and have consulted with, business advisors and counselors of their choice in connection with this Agreement. If any provision of this Agreement is found ambiguous by a court or arbitration panel, such provision shall not be construed against either party based on the party's alleged drafting of such provision.

SECTION XIV – AGREEMENT TO ARBITRATE

The parties recognize that disputes may arise between them and in some instances involving nonparties as well, about the parties' rights and duties relative to reimbursement of Claims and ALAE and payment of Claim Service charges and other charges under this Agreement. In addition, disputes may arise regarding whether and how much Travelers' Claims Services (e.g. investigation, administration, payments in connection with Claims) may impact the amount of Claims and ALAE payments and Claims Service Fees charges Client may owe to Travelers under this Agreement. The parties will attempt to resolve those disputes without resort to formal procedures. However, in the event such a dispute is not resolved, either party shall submit the matter to arbitration and the other party shall be bound by such submission, provided that neither party shall submit to arbitration (i) any coverage dispute which arise under or in connection with Claim Service performed by Travelers under this Agreement; and/or (ii) any claim which either party purports to arbitrate as a representative or member of a class or as a private attorney general.

The arbitrator(s) has no authority, and is not empowered, to consolidate or direct class-action arbitration as to any disputes between the parties to this Agreement with other disputes between Travelers and any other of its customers or other third parties. Nor shall the arbitrator(s) have authority or be empowered to consolidate or direct disputes brought by Client as a private attorney general. Any determination by the arbitrator(s) to so consolidate or direct class-action arbitration or to consolidate or direct disputes brought by Client as a private attorney general shall be beyond the arbitrator's authority and jurisdiction and shall accordingly, be void. Any dispute regarding these prohibitions against consolidation of class-action arbitrations and against disputes brought by Client as a private attorney general shall be heard and resolved by a court having jurisdiction over the parties as provided in the Consent to Jurisdiction provision below, not the arbitrator(s).

The parties agree that Client's Claim Services program with Travelers is deemed made in the State of Connecticut and involves interstate commerce. Accordingly, Travelers and Client agree that any arbitration proceeding arising out of or related to this Agreement shall be governed by the Federal Arbitration Act ("FAA") and, to the extent not inconsistent with the FAA, Connecticut arbitration law.

A. All such disputes shall be submitted for decision to a panel of arbitrators composed of two party-appointed arbitrators and an umpire (the "Arbitration Panel"). Each member of the Arbitration Panel shall be a disinterested, active or retired judge, or executive officer of a property-casualty insurance company or claim service provider, or property-casualty broker

authorized to transact business in the United States. The arbitration proceedings shall take place in Hartford, Connecticut unless otherwise agreed by the parties.

- B. The party demanding arbitration ("Claimant") shall appoint its arbitrator first. The other party ("Respondent") shall appoint its arbitrator no later than two weeks after the date on which Respondent receives notice from Claimant of Claimant's appointment of its arbitrator. If the Respondent fails to appoint its arbitrator within such two week-period, then Claimant shall appoint the second arbitrator and Respondent shall forfeit any right to name the second arbitrator. The two arbitrators shall select an umpire within twenty one (21) days after both arbitrators have been appointed. If the two arbitrators fail to agree on an umpire within the twenty one (21) day period, each arbitrator shall name three umpire candidates, of whom the other arbitrator shall strike two and the decision shall be made from the remaining two umpire candidates by drawing lots.
- C. Notwithstanding anything in this 'Agreement to Arbitrate' Section to the contrary, if the amount claimed by the Claimant in its demand for arbitration is less than \$250,000, the parties agree that an abbreviated, streamlined arbitration procedure ("Streamlined Arbitration") will be followed. In such a case, the parties agree to submit the dispute to an Arbitration Panel comprised of a sole arbitrator. The sole arbitrator shall be a disinterested, active or retired judge, or executive officer of a property-casualty insurance company or claim service provider, or property-casualty broker authorized to transact business in the United States. Within fourteen (14) days of the date the arbitration demand is served on Respondent, Claimant and Respondent shall each name three candidates. If a candidate appears on both lists of candidates, then that candidate shall be named the sole arbitrator to resolve the dispute. If there is no match on the lists, each party shall strike two names from the other's list and the sole arbitrator shall be selected from the remaining two candidates by drawing lots.

All Streamlined Arbitration proceedings shall be subject to the following rules:

- 1. Each party will be permitted a maximum of three depositions.
- 2. The parties agree that time is of the essence and that the final hearing shall commence no later than six months from the date of the arbitration demand. The parties further agree that no continuances or extensions of time with respect to that six month period shall be granted unless both parties agree.
- 3. The sole arbitrator shall have the authority, in his/her discretion to decide the case without a formal hearing and based upon the written materials submitted by the parties.
- D. The Arbitration Panel is relieved from all judicial formalities and may abstain from following the strict rule of law. At the hearing, evidence may be introduced without following the strict rules of evidence, but cross examination and rebuttal shall be allowed.
- F. The Arbitration Panel shall issue its decision within fourteen (14) days following the conclusion of the hearings or, if the case is submitted on the briefs, within fourteen (14) days of the submission of the final briefs.

- F. The Arbitration Panel shall issue its decision in writing, identifying the reasons and rationale for the decision and, if the arbitration panel feels it is necessary, setting forth the findings of fact with respect to its decision.
- G. The decision of the majority of the Arbitration Panel shall be final and binding upon all parties to the proceeding. Judgment may be entered upon the award in any court having jurisdiction.
- H. The Arbitration Panel shall have authority to award pre-judgment interest, post-judgment interest, interim relief, pre-hearing security, and summary judgment.
- I. Each party shall bear the expense of its own arbitrator and shall jointly and equally bear with the other party all expenses of the umpire and of the arbitration. Unless otherwise required by statute, each party shall be responsible for its own attorneys' fees and costs.

SECTION XV - CONSENT TO JURISDICTION

Subject to the terms and conditions of this Agreement, in the event any suit is commenced to enforce any right hereunder, the non-suing party hereby irrevocably submits to, consents to and waives any objection to the exclusive jurisdiction of the courts of the state of Connecticut, including the United States District Court for the State of Connecticut. In connection with any such action, process may be served within or outside of the State of Connecticut by personal service or by registered mail, return receipt requested, addressed to the address set forth in the Notices Section of this Agreement or such other address as the non-suing party may hereafter designate in writing. The parties agree and consent that the exclusive venue (subject to the applicable rules of the courts concerning the assignment or transfer of cases) for any such action shall lie in the County of Hartford in the State of Connecticut.

SECTION XVI - CHOICE OF LAW

This Agreement shall be governed by the internal laws of the State of Connecticut, without regard to Connecticut's rules regarding conflict of laws. This choice of law provision applies to this Agreement and not to coverage disputes which may arise in connection with claims or suits brought against Claims as defined in this Agreement.

SECTION XVII - ENTIRE AGREEMENT

This Agreement, including the Cover Page, its exhibits and any agreement(s) incorporated by reference constitute the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements, representations, statements, negotiations and undertaking are superseded hereby.

SECTION XVIII - AMENDMENTS

This Agreement may be amended by the parties at any time so long as each amendment is in writing and signed by authorized officers of both parties.

SECTION XIX - NOTICES

All notices, demands or other communications hereunder (excluding Claim notices) shall be in writing and shall be deemed to have been duly given when sent if delivered by (i) overnight mail via a commercial courier who will provide evidence of delivery or (ii) electronic mail to the other party at the address(es) set forth below:

(a) If to Client:

Bonner County Risk Management 1500 Hwy 2 Sandpoint, ID 83864 Attn: Christian Jostlein, Risk Manager E-Mail Address: <u>christian.jostlein@bonnercountyid.gov</u> E-Mail Address: riskmanagement@bonnercountyid.gov

(b) If to Travelers:

The Travelers Indemnity Company Public Sector Services 385 Washington Street St. Paul, MN 55102 Attention: Amy Schmidt, Chief Underwriting Officer E-Mail Address: ASCHMID2@travelers.com

SECTION XX - COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Client and Travelers have caused this Agreement to be executed by their respective officers duly authorized.

Bonner County ("Client")	The Travelers Indemnity Company ("Travelers")
By:	By: James M Petrone
Print Name: Luke Omodt	Print Name: James M. Petrone
Title: Commissioner Chairman	Title: AVP, Loss Sensitive Segment Lead
Date:	Date:

Certificate Of Completion

Envelope Id: 4384D5C9AD704CD7A6E341B4286D231E Subject: Please DocuSign: Bonner County Program Documents SAI Number: 9312B3178 Effective Date (mm/dd/yy): 10/01/2023 NB or RN?: RN Market: Large Source Envelope: Signatures: 2 Document Pages: 15 Initials: 0 **Certificate Pages: 5** AutoNav: Enabled Envelopeld Stamping: Enabled Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original 11/22/2023 7:24:39 AM

Signer Events

James M Petrone jpetrone@travelers.com Loss Sensitive Segment Lead PSS Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Accepted: 11/22/2023 7:28:11 AM ID: 5d283a33-061a-48db-a356-449fc4bfaae4

Luke Omodt Luke.Omodt@bonnercountyid.gov Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

Brian Nate

brian@redmaninsurance.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Holder: Brianna Wolfe BWOLFE@travelers.com

Signature

When a strategy of the second star for the

Signed by: o M Petrone A6E8D8BAA75487..

Signature Adoption: Pre-selected Style Using IP Address: 170.202.122.107

land a

Signature Status Status Status Status Status COPIED Status: Sent

コート・コント 御生命 じんがいしゃ

Envelope Originator: Brianna Wolfe One Tower Square Hartford, CT 06183 BWOLFE@travelers.com IP Address: 170.202.222.114

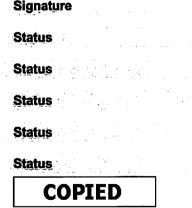
Location: DocuSign

Timestamp

Sent: 11/22/2023 7:27:27 AM Viewed: 11/22/2023 7:28:11 AM Signed: 11/22/2023 7:28:29 AM

Sent: 11/22/2023 7:28:31 AM

Timestamp Timestamp Timestamp Timestamp Timestamp Timestamp Sent: 11/22/2023 7:28:30 AM Viewed: 11/22/2023 8:34:14 AM





.

Carbon Copy Events	Status	Timestamp
Brian Nate brian@redmaninsurance.com Security Level: Email, Account Authentication (None)		n Alexandro Coleman Alexandro
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/22/2023 7:27:27 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disc	losure	a fittate entence tentificial

sile a proble in the baby version of the

results react part contract

Linder Style Strategies in the Constraints of the States o

a) Inff. [2010] Inff. [2010] Inf. [2010] Infection and the datasets to be inferred to the model of the second s

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Travelers – National Accounts - IPA (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Travelers - National Accounts - IPA:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows: To contact us by email send messages to: ahwang@travelers.com

To advise Travelers – National Accounts - IPA of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at ahwang@travelers.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Travelers – National Accounts - IPA

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to ahwang@travelers.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Travelers - National Accounts - IPA

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to ahwang@travelers.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <u>https://support.docusign.com/guides/signer-guide-signing-system-requirements</u>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Travelers National Accounts IPA as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Travelers National Accounts IPA during the course of your relationship with Travelers National Accounts IPA.



Jessi Reinbold <jessi.reinbold@bonnercountyid.gov>

Agenda item

1+em#1

Asia Williams <asia.williams@bonnercountyid.gov> Tue, Nov 28, 2023 at 12:16 PM To: Alissa Clark <alissa.clark@bonnercountyid.gov>, Alisa Schoeffel <alisar.schoeffel@bonnercountyid.gov>, Jessi Reinbold <jessi.reinbold@bonnercountyid.gov>

Action. Discussion.Decision

workplace environment



Alisa Schoeffel <alisar.schoeffel@bonnercountyid.gov>

Agenda item

1 message



Asia Williams <asia.williams@bonnercountyid.gov> Tue, Nov 28, 2023 at 2:14 PM To: Jessi Reinbold <jessi.reinbold@bonnercountyid.gov>, Alisa Schoeffel <alisar.schoeffel@bonnercountyid.gov>

I forgot to add discussion section on credit card limits



Alisa Schoeffel <alisar.schoeffel@bonnercountyid.gov>

Agenda Item

1 message



Asia Williams <asia.williams@bonnercountyid.gov> Wed, Nov 29, 2023 at 7:19 AM To: Jessi Reinbold <jessi.reinbold@bonnercountyid.gov>, Alisa Schoeffel <alisar.schoeffel@bonnercountyid.gov>

Jessi and Alissa,

Please add the following agenda item

Action, discussion decision regarding technology expansion

Asia Williams SSBB, LPN, MBA Bonner County Commissioner District 2 Office: (208) 265- 1438 Cell (208) 946-3738 Fax: (208) 265-1460 asia.williams@bonnercountyid.gov



Alisa Schoeffel <alisar.schoeffel@bonnercountyid.gov>

Fwd: [EXT SENDER] Ring around the ____

1 message

Jessi Reinbold <jessi.reinbold@bonnercountyid.gov> To: Alisa Schoeffel <alisar.schoeffel@bonnercountyid.gov> Fri, Dec 1, 2023 at 8:04 AM

------ Forwarded message ------From: Luke Omodt <luke.omodt@bonnercountyid.gov> Date: Fri, Dec 1, 2023 at 8:02 AM Subject: Fwd: [EXT SENDER] Ring around the _____ To: Jessi Reinbold <jessi.reinbold@bonnercountyid.gov>

Ms. Reinbold,

Please place these two items on the agenda:

- 1. discussion: Public Apology on the agenda due to the comments that were made during the November 16th special meeting. A constituent sent me the video below.
- 2. discussion: EMS Station One Project & Recreation Picnic Table expenses

https://www.facebook.com/groups/622055133412329/permalink/659105313040644/?mibextid=Nif5oz

Respectfully,

Luke Omodt Bonner County Commissioner District 3 1500 Highway 2 Sandpoint, Idaho 83864 Office: (208) 265-1460 ext: 1232 Cell: (208) 946-3173