



Bonner County

Board of Commissioners

Luke Omodt

Steve Bradshaw

Asia Williams

CONSENT
AGENDA

May 21, 2024

Memorandum

To: Bonner County Commissioners

Re: Adopting the Order of the Agenda as Presented

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

Consent Agenda

The Consent Agenda includes:

CONSENT AGENDA – Action Item

- 1) Bonner County Commissioners' Minutes for May 14, 2024
- 2) Invoices Over 5K: Sheriff; Risk
- 3) Catering Permit: 219 Lounge, Sandpoint

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

Recommendation Acceptance: ☐ yes ☐ no _____ Date: _____
Luke Omodt, Chairman



Bonner County

Board of Commissioners

Luke Omodt

Steve Bradshaw

Asia Williams

MINUTES FOR THE BONNER COUNTY BOARD OF COMMISSIONERS' MEETING

May 14, 2024 – 9:00 A.M.

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

On Tuesday, May 14, 2024, the Bonner County Commissioners met for their regularly scheduled meeting with Commissioners Omodt, Williams, and Bradshaw were present. Commissioner Omodt called the meeting to order at 9:00 a.m. The Invocation was presented by Sharlyn Wright, and the Pledge of Allegiance followed.

STANDING RULES

ADOPT ORDER OF THE AGENDA AS AMENDED

Commissioner Omodt stepped down from the chair and made a motion to strike Commissioner Williams' items as they have all been discussed. Commissioner Bradshaw seconded the motion. Discussion among the board.

Commissioner Omodt called a recess at 9:12 a.m.

Reconvened at 9:16 a.m.

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

Commissioner Omodt stepped down from the chair and made a motion to adopt the order of the agenda as amended. Commissioner Bradshaw seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

RECREATION – Kerry DeLair

1) Action Item: Discussion/Decision Regarding Bonner Park West Host Contract
Commissioner Williams made a motion to approve the 2024 Bonner Park West Host contract naming Sarah Currie as the Park Host. 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 Bonner Park West Day Use Vendor Request; IdaSno LLC
Commissioner Bradshaw made a motion to approve Recreation's request to issue a special use pass to IdaSno LLC for operating a concession at the Bonner Park West Day Use Site from June 1st to September 2nd, 2024. Commissioner Williams seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

CONSENT AGENDA – Action Item

- 1) Bonner County Commissioners' Minutes for May 7, 2024
- 2) Plats for Approval: MLD0087-22, Bahia del Sol; MLD0042-23, Retreat at Jewel Lake; MLD0008-24, Northern Mountain View; MLD0004-24, Ranger Creek

3) Invoices over \$5k: Risk

Commissioner Bradshaw made a motion to adopt the consent agenda as presented. Commissioner Omodt stepped down from the chair and seconded the motion. Roll call vote: Commissioner Williams – Abstain, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

CLERK – Michael Rosedale

1) Action Item: Discussion/Decision Regarding FY24 Claims Batch #16 \$609,617.18 & Demands in Batch #16 \$290,957.57, **Totaling \$900,574.75**

Claims Batch #16	
General Fund	\$ 89,018.72
Road & Bridge	\$ 342,203.23
Airport	\$ 4,761.06
Elections	\$ 2,280.66
Drug Court	\$ 163.01
District Court	\$ 5,219.54
911 Fund	\$ 17,007.27
Court Interlock	\$ 268.24
Revaluation	\$ 1,615.60
Solid Waste	\$ 53,993.54
Tort	\$ 3,569.00
Weeds	\$ 1,759.26
Parks & Recreation	\$ 1,345.02
Highway Special State	\$ 9,551.94
Justice Fund	\$ 73,077.97
Waterways	\$ 1,537.77
Grants	\$ 1,072.67
Auditor's Trust	\$ 1,172.68
Total	\$ 609,617.18
Claims Batch #16	
Demands	\$ 290,957.57

Commissioner Williams made a motion to approve payment of the approve payment of the FY24 Claims and Demands in Batch #16 Totaling \$900,574.75. 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 FY24 EMS Batch #16 \$99,481.06 & EMS Demands in Batch #16 \$5,626.37, **Totaling \$105,107.43**

EMS Claims Batch #16	
Ambulance District	\$ 99,481.06
EMS Claims Batch #16	
Demands	\$ 5,626.37

Commissioner Bradshaw made a motion to approve payment of the FY24 EMS Claims and Demands in Batch #16 Totaling \$105,107.43. Commissioner Williams seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

WATERWAYS ADVISORY BOARD – Molly McCahon

- 1) Action Item: Discussion/Decision Regarding Waterways Advisory Committee Bylaw Changes;
Resolution

Commissioner Omodt stepped down from the chair and made a motion to table this item and to schedule a joint workshop with the BOCC and the Waterways Advisory Board. Commissioner Bradshaw seconded the motion. Roll call vote: Commissioner Williams – No, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

SOLID WASTE – Jed Sachen

- 1) Action Item: Discussion/Decision Regarding Colburn Improvements USDA Loan
Commissioner Bradshaw made a motion that the County affirm that the difference between the requested loan of \$8,733,700.00 and the actual loan of \$8,137,000; \$596,700.00 are not needed. Commissioner Williams seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

JUSTICE SERVICES – Ron Stultz

- 1) Action Item: Discussion/Decision Regarding 2024/2025 MOA to Support Clinical Services in Juvenile Detention Facilities

Commissioner Williams made a motion to approve the MOA to Support Clinical Services in Juvenile Detention Facilities for the 2024/2025 fiscal year as set forth above. 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 Bonner County 2024/2025 MOA to Support CBAS and SUDS Programs

Commissioner Bradshaw made a motion to approve the above-referenced MOA which provides state funding for the 2024/2025 fiscal year for approved treatment programs for juvenile offenders and has been previously approved by legal. Commissioner Williams seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

WEEDS – Chase Youngdahl

- 1) Action Item: Discussion/Decision Regarding State Noxious Weeds Cost Share Acceptance
Commissioner Williams made a motion to authorize Bonner County Noxious Weeds Department to utilize state noxious weed cost share funds in 2024 through the Selkirk Cooperative Weed Management Area. Commissioner Bradshaw seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

PLANNING – Alex Feyen & Travis Haller

- 1) Action Item: Discussion/Decision Regarding Final Plat S0001-22, The Woods at Priest Lake
Commissioner Bradshaw made a motion to approve this Project File S0001-22 – The Woods at Priest Lake and authorize the Chair to sign the final plat as presented. Commissioner Williams seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.
- 2) Action Item: Discussion/Decision Regarding Final Plat S0001-23, Crystal View II
Commissioner Williams made a motion to approve the surety agreement between Bonner County and Schweitzer Mountain Properties, LLC, for Crystal view II in the amount of \$4,777,272.08 for the completion of the improvements shown on the engineer's cost estimate and further approve the final plat of Crystal View II, Planning File No. S0001-23 and authorize the Chair to sign the final plat. Commissioner Bradshaw seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

BOCC – Commissioner Asia Williams *These items were removed*

- 1) Discussion Sergeant at arms optics
- 2) Discussion Ordinance review Title 1 Chapter 2 Language amendment review
- 3) Discussion Electioneering definition review

DISTRICT 2 COMMISSIONER REPORT

PUBLIC COMMENT * Opened at 10:08 a.m.

Kristine Logue – Questioned Commissioner Omodt’s background and made accusations.

Kevin Moore – Discussed safety, grant monies, R&B, culverts, and questioned Cameron’s position with the County.

Dan Welle – Comments on being a rule follower, fiscal responsibility, and lawsuits.

Jennifer Cramer – Commented on the agenda and items being removed, Waterways, Ordinance 200.

Rick Cramer – Questioned Cameron’s role and any training he may have and why he is confronting the public.

Brandon Cramer – Commented on elections, grants, and the Colburn Improvement Project.

Dave Bowman – Discussed the comments made prior to his comment

Reg Crawford – Discussed MLDs and land use.

Jonna Plante – Would like a workshop on MLDs; questioned lawsuits, sergeant at arms.

Jim Leighty – Wanted to point out hypocrisy about lawsuits being discussed when only discussing a few.

Spencer Hutchings – Commented on lawsuits.

Rose Johnson – Commented on Commissioner Omodt’s background, made accusations, discussed lawsuits, sergeant at arms, removing items, and a civil matter regarding personal property.

Dimitri Borisov – Commented on open meeting laws.

Commissioner Omodt recessed the meeting at 10:41 a.m. until the scheduled Executive Session at 11:00 a.m.

Reconvened at 11:01 a.m.

11:00 A.M. EXECUTIVE SESSION – Planning

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

At 11:01 a.m. Commissioner Bradshaw made a motion to go into Executive Session under Idaho Code § 74-206 (1) (F) Litigation. Commissioner Williams seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

Reconvened at 11:21 a.m.

Commissioner Bradshaw made a motion to approve the reconsideration for File V0024-23 variance to grant in part the reconsideration to address the findings of conclusion #3. Commissioner Williams seconded the motion. Brief discussion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

Commissioner Williams made a motion to approve the appeal of file CUP0013-23 in its entirety. No second, the motion dies.

Commissioner Bradshaw made a motion granting reconsideration in part for File CUP0013-23 to address the fire issues. Commissioner Williams seconded the motion. Brief discussion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

EXECUTIVE SESSION – Human Resources *Removed at the request of HR*

- 1) Executive Session under Idaho Code § 74-206 (1) (A) Hiring
Action Item: Discussion/Decision Regarding Hiring, Prosecutor’s Office

The meeting was adjourned at 11:24

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 May 7, 2024 – May 13, 2024
Copies of the complete meeting minutes are available upon request.

On Wednesday, May 8, 2024, a Special Meeting for Human Resources was held pursuant to Idaho Code § 74-204 (2).

On Wednesday, May 8, 2024, an Executive Session was held pursuant to Idaho Code § 74-206 (1)(B) Personnel.

On Monday, May 13, 2024, a Road and Bridge Update was held pursuant to Idaho Code §74-204 (2).

ATTEST: Michael W. Rosedale

By _____
Chairman Luke Omodt

By _____
Deputy Clerk

Date



Bonner County Sheriff's Office

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

Memorandum

Date: May 9, 2024
To: Board of County Commissioners
From: Sheriff Daryl Wheeler
Re: Purchase over \$5K - High Mark Heating & Cooling

Description:

The Bonner County Sheriff's Office would like authorization to hire High Mark Heating & Cooling to install a new heating and air conditioning unit on the roof of the dispatch center in the amount of \$15,593.00.

The Bonner County Sheriff's Office 911 Technology division has adequate funds in its: 00823/7110 911 Technology/Professional Services account to pay for these items.

This Request has been approved by:

Auditing – Mike Rosedale 

Distribution:

Original to be sent to the Sheriff's Office
Copy to Auditor's Office

Recommendation Acceptance: ☐ yes ☐ no _____ Date: _____
Commissioner Luke Omodt, Chairman



May 7, 2024

Bonner County 911
4001 N Boyer
Sandpoint, ID 83864

High Mark Heating & Cooling proposes to furnish and install the following...

- Carrier 48FCEC04A2A3 3 ton Single Phase Gas Package Unit
- Carrier Horizontal Economizer
- Duct Connection to Existing
- Gas Connection to Existing
- Crane Service
- Removal and Recycle/Disposal of Existing Equipment
- Mechanical Permit

Investment \$15,593.00

Exclusion: Electrical Connections

Note: This Proposal may be withdrawn if not accepted within 30 days

Terms: 50% Down Payment and 50% upon Job Completion.

3% Bank fee Charged on All Credit Card Charges Over \$500.00

All Payments are Due 30 Days Following Invoice Date. \$50.00 per Month Shall Be Charged on All Accounts Past Due.

Not Included: Any Repairs or Deficiencies of Existing Equipment, Electrical Connections, and/or Drywall Damage Due to Normal Installation of Above Equipment unless specified.

Warranty Policy: Installations are covered under a one-year parts/labor warranty beginning at date of startup. All other warranties will be covered under equipment manufacturer. Warranty does not cover maintenance issues i.e.; dirt or dust accumulation during construction. Also, for all wood burning appliances please note we cannot guarantee draft due to atmospheric issues out of our control.

The purchaser's signature shall constitute acceptance of all the conditions stated above.

Please sign both copies, keep one, and return the other one to High Mark Heating & Cooling.

Thank you for the opportunity to provide you with quality products and excellent service.

Matt McArthur
High Mark Heating & Cooling

Accepted By

Date

Idaho State Contractor License # C-2536
Mail: 78 McNearney Rd. Ponderay, ID 83852
E-Mail: highmarkheating@gmail.com
Phone: 208.263.4797



Risk Management Bonner County

RISK Management
Consent Agenda Item
1

May 21, 2024

MEMORANDUM

To: Commissioners

Re: Pay invoices over \$5000: Frank Gurney invoice for \$13,137.50

Description:

Request to order and pay a proposal from Frank Gurney for \$13,137.50 repairs to a Guardrail at 17200 Dufort Rd for claim number 20240418 for an incident on 4/18/24 where a vehicle struck the guardrail belonging Bonner County Road and Bridge. We will try to recover losses from the driver.

The Risk Management policy was followed (timely incident reporting, so 100% reimbursement is allowed)

Road & Bridge recommends approving this request.

Distribution: Original to BOCC
Copy to the Risk Manager
Copy to Auditing

Recommendation Acceptance: ☐ yes ☐ no _____ Date: _____
Commissioner Luke Omodt, Chairman



Frank Gurney Inc.

General Contractor

Since 1959

May 8, 2024

Matt Mulder
Bonner County Idaho
Bid Date May 8, 2024

P.O. BOX 11557 - PARKWATER STATION
SPOKANE VALLEY, WASHINGTON 99211
PH. (509) 535-3069 FAX (509) 535-1911
CONTR. LIC. #FR-AN-KG*3060J

Furnish and Replace 125 LF Damaged Guardrail

Matt.mulder@bonnercountyid.gov

Subject: Damaged Guardrail at 17200 Dufort Rd. Priest River Idaho

MATERIALS:

10	EA	12'-6 Length W-Beam Guardrail Element @ \$167.75 / EA	= \$	1,677.50
18	EA	W6x9x6' Steel Guardrail Post @ \$68.00 / EA	= \$	1,224.00
18	EA	Guardrail Block 6x8x14 @ \$15.00 / EA	= \$	270.00
			\$	3,171.50

LABOR:

12	HRS	Operator @ \$81.50 / HR	= \$	978.00
24	HRS	Foreman @ \$75.00 / HR	= \$	1,800.00
12	HRS	2-General Laborer @ \$85.00 / HR	= \$	1,020.00
			\$	3,798.00

Traffic Control - By Others

12	Hrs	Traffic Control Supervisor @ \$80.00 / HR	= \$	960.00
12	Hrs	Traffic Control Vehicle @ \$30.00 / HR	= \$	360.00
12	Hrs	Flagger @ \$75.00 / HR	= \$	900.00
96	Sq Ft.	Signs @ \$8.00 / SF	= \$	768.00
			\$	2,988.00

EQUIPMENT

12	HRS	1 Ton - Service Vehicle @ \$30.00 / HR	= \$	360.00
12	HRS	Auger Punch Truck @ \$145.00 / HR	= \$	1,740.00
12	HRS	1.5-Ton Flatbed @ \$40.00 / HR	= \$	480.00
			\$	2,580.00

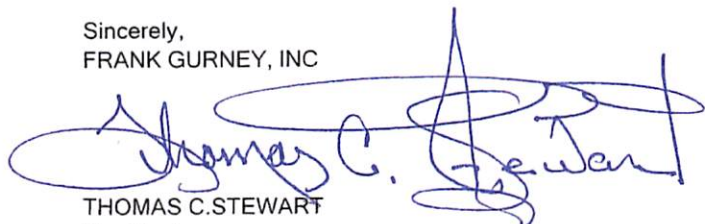
*Removal and disposal of damaged guardrail material @ \$600.00

\$ 600.00

TOTAL:

Materials	= \$	3,171.50
Labor	= \$	3,798.00
Traffic Control	= \$	2,988.00
Equipment	= \$	2,580.00
Removal	= \$	600.00
Total Quotation:	= \$	13,137.50

Sincerely,
FRANK GURNEY, INC


THOMAS C. STEWART
President

IDAHO ALCOHOL BEVERAGE CATERING PERMIT

BUSINESS NAME: 219 LOUNGE

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

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

FACILITY ADDRESS: 219 1ST AVE

CITY: SANDPOINT

COUNTY: BONNER

STATE OF IDAHO ALCOHOL BEVERAGE LICENSE NUMBER: 2030

PREMISE NUMBER: 7B-24

DATES PERMIT TO BE USED: FROM 06/19/2024

TO 06/19/2024

TIME: FROM 04:30 P

M TO 10:00 P

M.

LOCATION WHERE PERMIT WILL BE USED (ADDRESS & ROOM NUMBER): 144 PIERCE LANE SAGLE ID 83860

TYPE OF EVENT: SANDPOINT ROTARY ANNUAL PICNIC

EVENT NAME (IF APPLICABLE): _____

EVENT BEING HELD FOR (ORGANIZATION, GROUP, OR INDIVIDUAL NAME): SANDPOINT ROTARY CLUB

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

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

Signature of Licensee

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

Sheriff

or

Chief of Police

Council

or

Board of Trustees

or

Chairman County Commissioners

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



Bonner County Commissioners

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

AIRPORT/AAB
Item #1

May 21, 2024

Memorandum

Re: Re-Appointment & Appointment of Members to the Bonner County Airport Advisory Board

Bonner County has formed the Bonner County Airport Advisory Board by passage of Resolution #18-76. Both the City of Priest River and the City of Sandpoint positions are vacant. Jeff Connolly, Priest River Mayor wishes to be appointed to represent the City of Priest River and Gavin Gilcrease, Sandpoint Fire Chief wishes to represent the City of Sandpoint. Jan Lee and Joe Grant both have submitted letters of interest to serve an additional term, as their terms have expired.

Representative, City of Priest River, Jeff Connolly: May 21, 2024 – May 13, 2027
City of Sandpoint, Gavin Gilcrease: May 21, 2024 – May 20, 2027
Sandpoint, Jan Lee: May 21, 2024 – May 13, 2027
Priest River, Joe Grant: May 21, 2024 – May 13, 2027

Distribution: Original Resolution to BOCC Office
Copies to Dave Schuck, Jeff Connolly, Gavin Gilcrease, Jan Lee, Andy Berrey, Joe Grant & Bob Del Valle

A suggested motion would be: **Mr. Chairman based on the information presented before us, I move to approve Resolution #2024- 31 appointing Jeff Connolly & Gavin Gilcrease and re-appointing Jan Lee & Joe Grant to a three year term beginning May 21, 2024 and ending May 20, 2027 on the Bonner County Airport Advisory Board.**

Recommendation Acceptance: ☐ yes ☐ no _____ Date: _____
Commissioner Luke Omodt, Chairman

RESOLUTION NO. 2024 - 31

**Bonner County Airport Advisory Board
Re-Appointment & Appointment of Members**

WHEREAS, by Resolution 18-76 the office of the Bonner County Commissioners formed the Bonner County Airport Advisory Board;

WHEREAS, the board consists of seven members; and

WHEREAS, It is the desire of the BOCC to appoint Jeff Connolly – Representative City of Priest River and Gavin Gilcrease - Representative City of Sandpoint, and re-appoint Jan Lee, from Sandpoint and Joe Grant from Priest River, all for three year commitments; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Bonner County, Idaho, appoint Jeff Connolly & Gavin Gilcrease and re-appoint Jan Lee & Joe Grant to a three-year term beginning May 21, 2024 and ending May 20, 2027 on the Bonner County Airport Advisory Board; and

Duly enacted as a Resolution of the Board of County Commissioners of Bonner County, Idaho, on the 21st day of May, 2024.

BONNER COUNTY BOARD OF COMMISSIONERS

Luke Omodt, Chairman

Asia Williams, Commissioner

Steve Bradshaw, Commissioner

ATTEST: Michael W. Rosedale

By _____
Deputy Clerk



BONNER COUNTY
HUMAN RESOURCES/RISK MANAGEMENT

1500 Highway 2, Suite 337, Sandpoint, Idaho 83864

Telephone: (208) 265-1456

Fax: (208) 265-1457

May 2024

To: Commissioners

From: Alissa Clark, Director, Human Resources

Re: New Copy Machine Lease Agreement - Bonner County Human Resources

Description: This copy machine lease agreement is from Canon Solutions America for the 60-month lease of the Canon Imagerunner Advance DX C58601 to include 70PPM, 2/3 Hole Puncher Unit-A1, High Capacity Cassette Feeding Unit-C1, Buffer Pass Unit-P2, Staple Finisher-AB2, Super G3 Fax Board-AX1, Mid Volume Connectivity 30+PPM up to 70 PPM, Print/Copy/Scan/Send/Fax/Store. The monthly lease price is \$262.00 with a maintenance and toner program at \$0.0067 per black and white copy and \$0.040 per color copy and an average monthly cost of \$462.55 monthly cost. There is no base and no minimum and the maintenance price is locked in for the term of the lease. Current lease agreement has an average monthly cost of \$511. This would represent a savings of \$48.45 per month.

Distribution: Original to Human Resources

Copy to BOCC Office

Copy to Auditor's Office

Legal Review

A handwritten signature in black ink, appearing to read "L. Omodt", written over the "Legal Review" text.

A suggested motion would be: Mr. Chairman based on the information before us I move to approve the Copy Machine Lease Agreement from Canon Solutions America for a 60-month lease of a Canon imageRUNNER Advance DX C58601 for the Human Resources and Risk Management Departments for the total monthly lease payment of \$262.00

Recommendation Acceptance: ☐ yes ☐ no _____ Date: _____

Commissioner Luke Omodt, Chairman



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

Page 1 of 1

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

Customer: BONNER COUNTY IDAHO

Agreement #: MA6238

CFS App #:

Transaction #: S21087519

Salesperson: Sierra Love-Ensminger

Order Date: 05/06/24

Billing Information Customer Account: 1845351		Payment Information		Equipment Maintenance Information	
Company: BONNER COUNTY IDAHO DBA: Address: 1500 HWY 2 STE 337 Address 2: HR and Risk Management City: Sandpoint County: BONNER State: ID Zip: 83864 Phone #: 208-265-1456 Contact: Alissa Clark Email: HR@bonnercountyid.gov Rider A applies (Office Equip/Cut Sheet Production)		Listed Items Lease Term	# of Lease Payments	Maintenance included for all Equipment	
		60 Months	60	Excess Per Image Charge invoiced Monthly by CFS	
		Payment* (*Plus Applicable Taxes)	CFS Invoicing	Per Unit Coverage Plan	
		Total \$262.00	Lease Payment shall be invoiced Monthly	Fixed Price Plan	
		Due at Signing		Other Transaction Details	
		# of Payments in Advance	Total Due at Signing	Purchase Option: Fair Market Value	
				Tax Exempt (Certificate Attached)	
		Covered Images Included in Payment		Excess Per Image Charge(s)	
		B&W: 00 Color: 00		B&W: \$0.00670 Color: \$0.04000	
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information		
3825C002	IMAGERUNNER ADVANCE DX C5860I	1	Shipping: 1500 HIGHWAY 2 STE 337		
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Address 2: HR and Risk Management		
4031C002	HIGH CAPACITY CASSETTE FEEDING UNIT-C1	1	City: SANDPOINT County: BONNER State: ID Zip: 83864-1794		
5546C002	BUFFER PASS UNIT-P2	1	Primary Customer Contact: Alissa Clark		
5547C002	STAPLE FINISHER-AB2	1	Phone #: 208-265-1456 Email: HR@bonnercountyid.gov		
3998C001	SUPER G3 FAX BOARD-AX1	1	Meter Contact:		
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Phone #: Email:		
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	IT Contact: Alissa Clark		
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Phone #: 208-265-1456 Email: HR@bonnercountyid.gov		
Additional Requirements:			Billing:		
			Address 2:		
			City: County: State: Zip:		
			Billing Contact:		
			Phone #: Email:		
			Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5		
			Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**		
			Meter Method: Remote Reporting Agent		
			For CSA USE ONLY:		
			Config: A 57204017		
OC: UNIVERSITY OF CALIFORNIA PURCHASING AGREEMENT #2020002755					
THIS SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE ("AGREEMENT"), INCLUDING THE MASTER LEASE TERMS SET FORTH AS RIDER G THERETO WHICH SHALL CONTROL (THE "LEASE TERMS"). TO THE EXTENT THE TERMS OF AN EXISTING CFS MASTER AGREEMENT ARE REFERENCED ON THIS SCHEDULE (THE "EXISTING MASTER CFS LEASE") AND ARE APPLICABLE TO THIS SCHEDULE, THEY SHALL CONTROL OVER THE MASTER LEASE TERMS SET FORTH AS RIDER G TO THE AGREEMENT FOR SO LONG AS THE EXISTING MASTER CFS LEASE REMAINS IN EFFECT. STANDARD TERMS AND CONDITIONS AND APPLICABLE RIDERS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS , AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. THIS SCHEDULE CONSTITUTES A LEASE OF THE LISTED ITEMS, AND IS BINDING ON CUSTOMER UPON SIGNING BY CUSTOMER, AND IS BINDING ON CSA AND LESSOR AS PROVIDED IN THE LEASE TERMS. THIS SCHEDULE IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. BY YOUR SIGNATURE, CUSTOMER AGREES TO LEASE THE LISTED ITEMS AND, IF SELECTED, TO PURCHASE THE MAINTENANCE SERVICES DESCRIBED HEREIN. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SCHEDULE.					
Customer Authorized Signature:		Printed Name:		Title:	
				Date:	
ACCEPTANCE CERTIFICATE					
To: CSA and Lessor: Customer certifies that (a) the Listed Items referred to in the above Schedule have been received, (b) installation has been completed, (c) the Listed Items have been examined by Customer and are in good operating order and condition and are, in all respects, satisfactory to the Customer, and (d) the Listed Items are irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Schedule.					
Authorized Signature:		Printed Name:		Title:	
				Date:	
For Internal Purposes Only:					
CFS Authorized Signature:		Printed Name:		Title:	
				Date:	



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

Trade in, Upgrade, Return, Buyout Schedule ("Schedule") (SLS-900)

Page 1 of 1

Return Schedule, Rider B of Agreement

Customer: BONNER COUNTY IDAHO

Salesperson: Sierra Love-Ensminger

Agreement #: MA6238

Transaction #: S21087512

Order date: 5/6/2024

Customer ("You")	Customer Account: 1845351	Service Requested:	
Company: BONNER COUNTY IDAHO		Upgrade	
Address: 1500 HWY 2 STE 300, Commissioners		Lease Information (if applicable)	
City: Sandpoint	County: BONNER	Leasing company name	Lease Number
State: ID	Zip: 83864	CFS	001-0618797-014
Phone: 208-265-1438			
Contact name: Jessi Reinbold			
Email: jessi.reinbold@bonnercountyid.gov			
Alternate Contact:			
Alternate Phone:			

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

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

Payable to:

Reason for check issuance:

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

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

Trade in Equipment Condition:

Equipment for Trade-In, Upgrade, or Return

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

Return code	Item Code	Description	Serial #	Equipment Location	Contact Name & Phone	Email	Alt pick up date
UGTR	3296C002	IRADVC7565IV3	2KT02801	1500 HIGHWAY 2 STE 308 COMMISSION SANDPOINT ID 83864-1761	TEDDI LUPTON 208-946-8442	teei.lupton@bonnercountyid.gov	

Pick Up /Return Information:

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

Contact Name:

Phone:

Email:

Hours of Operation:

Number of Steps:

Elevator:

Loading Dock:

Special Instructions:

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

Customer's Authorized Signature _____

Printed Name

Title

Date



BONNER COUNTY
IDAHO

Canon

CANON SOLUTIONS AMERICA

Current Situation Based on Average Monthly Volume							
Serial #	Current Equipment	Monthly Lease	B&W Image Rate	Average B&W Images per month	Color Image Rate	Average Color Images per Month	Average Monthly Total
XXJ03400	imageRUNNER7565I	\$306.42	0.0065	2679	0.041	4565	\$511.00
Total Monthly Expense							\$511.00

Proposed Situation Based on Average Monthly Volume							
Serial #	Proposed Equipment	Monthly Lease	B&W Image Rate	Average B&W Images Per month	Color Image Rate	Average Color Images per Month	Average Monthly Total
NEW	imageRUNNER5865	\$262	0.0067	2679	0.04	4565	\$462.55
Total Monthly Expense							\$462.55
Total Monthly Savings							\$48.45

Proposed Solution:

Includes training and implementation
Includes return and recycling of current equipment
All pricing is fixed for the term of the agreement
Delivery, auto meter reading, auto toner replenishment
Advance security and secure print
Maintenance includes parts, labor, staples and toner



Product Description

- Print/Copy Speed: up to 60 ppm (BW/Color, Letter)
- Scan Speed: up to 270 ipm (300 dpi) (BW/Color, Duplex)
- Print up to 12" x 18"
- Includes two 550-sheet paper cassettes
- Standard security feature set, including McAfee Embedded Control
- Includes uniFLOW Online Express for cloud-based accounting and cost control per user/department

Product name	Net component size			Additional Power Supply	Plug Image
	W inch	D inch	H inch		
imageRUNNER ADVANCE DX CS860	24.41	28.43	36.89		
High Capacity Cassette Feeding Unit-C1	24.41	25.98	9.88	None	
Staple Finisher-AB2	21.14	24.53	43.11	None	
Buffer Pass Unit-P2	-	-	-	None	
2/3 Hole Puncher Unit-A1	-	-	-	None	
Super G3 FAX Board-AX1	-	-	-	None	
Total	45.75	28.43	46.77		

Space And Power Requirements

- Total Dimensions (W x D x H): 45.75" x 28.43" x 46.77"
- Total Installation Space (W x D x H): 70.08" x 45.75" x 46.77"
- Main Unit Power Requirements: 120V/11.5A
- Main Unit Plug: NEMA 5-15P



Kevin Rothenberger <kevin.rothenberger@bonnercountyid.gov>

Lease Agreement

2 messages

Kevin Rothenberger <kevin.rothenberger@bonnercountyid.gov>
To: Bill Wilson <bill.wilson@bonnercountyid.gov>

Fri, May 10, 2024 at 8:27 AM

Hey Bill
Please review the attached memo and lease agreement for us.
If you approve, then will take to the BOCC to sign.
Thanks
Kevin

--
Kevin Rothenberger
SR HR Generalist
Phone: 208-255-3630 x 1301
Fax: 208-265-1457

kevin.rothenberger@bonnercountyid.gov

**Confidentiality Disclaimer**

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 **Doc0422.pdf**
1337K

Bill Wilson <bill.wilson@bonnercoid.gov>
To: Kevin Rothenberger <kevin.rothenberger@bonnercountyid.gov>

Fri, May 10, 2024 at 9:21 AM

approved

William S. Wilson, Esq.
Civil Deputy Prosecutor
Bonner County Prosecutor's Office
Boundary County Prosecutor's Office
bill.wilson@bonnercoid.gov

The communications contained herein are attorney-client privileged. If you have received this email by accident or for any reason are not the intended recipient then please delete this message.

From: Kevin Rothenberger <kevin.rothenberger@bonnercountyid.gov>

Sent: Friday, May 10, 2024 8:27 AM

To: Bill Wilson <bill.wilson@bonnercountyid.gov>

Subject: Lease Agreement

[Quoted text hidden]

DRAFT



BONNER COUNTY

HUMAN RESOURCES/RISK MANAGEMENT

1500 Highway 2, Suite 337, Sandpoint, Idaho 83864

Telephone: (208) 265-1456

Fax: (208) 265-1457

HR ITEM #1

To: Commissioners
From: Alissa Clark, HR Director, Human Resources
Re: Grant approved – Felony Victim Witness Coordinator
Date: May 21, 2024

Bonner County Prosecutor' Office received a 3-year grant to hire another Felony Victim Witness Coordinator for \$52,000 per year. We are requesting that the BOCC approve the county to cover the cost of benefits in the amount of \$18,200 annually. This grant was approved effective 04/01/24, the benefits for the remainder of the fiscal year are \$6,066.67 which will be covered out of prosecutor D budget.

I hereby make a motion: Based on the information before us I move to approve commencing with approval of a county covering the cost of benefits for the grant approved position effective 05/21/24.

Recommendation Acceptance: ☐ yes ☐ no _____ Date: _____
Commissioner Luke Omodt, Chairman

Bonner County Job Description



Title: Felony Victim Witness Coordinator

Department: Prosecutor

Supervisor: LBFJ Director

Supervision Exercised: None

Job Description Revision: 3/2023

General Summary:

Felony Victim-Witness Coordinator helps victims, witnesses, and survivors of serious felony crimes. They provide immediate crisis intervention and serve as an advocate for the victim and witness. Victim-Witness Coordinator helps victims understand and navigate the criminal justice system, facilitate their participation with the judicial process and accompany victims to court. They feel strongly about preserving the dignity of victims and strive to treat them with compassion and respect as they go through an often emotional or intense situation. Works with department personnel, prosecutors, courts, community businesses, organizations, and others to provide a variety of services to victims. Will be assigned all cases handled by Elected Prosecutor which will include, homicide, child sex crimes, rape and higher impact cases to the community. This is a full-time position for 40 hours per week. On call work is required sometimes causing hours to increase.

Essential Functions:

The essential functions include, but are not limited to, the following duties and responsibilities which are not listed in any order of priority and may be amended or added to by the County at any time:

1. Responsible for meeting with attorney staff and secretaries to ensure compliance with Idaho Victims' Rights Statute as well as resolution of any issues in day-to-day operations of victim witness unit.
2. Maintain and update entries into NetVMS (victim management software) making sure information is kept up to date.
3. Train advocates in courtroom procedure for CPO and criminal hearings.
4. Work with court personnel to ensure victim safety and comfort during criminal proceedings.
5. Coordinate with office manager to arrange travel and accommodations for out-of-town victims and witnesses.
6. Communicate and facilitate local businesses and hotels for lodging, sheltering and other victim needs.
7. Will work directly with prosecutors to obtain documents, recordings, records, reports etc....from other jurisdictions as needed for criminal cases.
8. Will be assigned all cases handled by Elected Prosecutor to include homicide, rape, child sex crimes and those with high impact to the community. Will work directly with the victims in these cases to ensure all needs are met by facilitating conversations and meetings with the Prosecutor.
9. Will maintain an active membership in the Idaho Victim Witness Association.

Secondary Functions:

1. Provides emergency intervention to adults and children who are victims to domestic violence and other forms of criminal activity. Conducts regular interviews of crime victims, families, and others at the scene, in the office, or in other locations to assess personal needs and circumstances.

2. Serves as an advocate in the courts for victims of crimes. Prepares documentation on behalf of the victim, and works in conjunction with prosecutors, attorneys, agencies, families, and others. Writes reports and collects all necessary information needed for court appearances and trials. Works with victims to prepare for court appearances and testimonies.
3. Provides crisis intervention to victims and their families. In many cases, provides crisis intervention activities such as calming, listening, problem solving, educating, and offering other support and options to assist victims and others affected by the criminal activity.
4. Performs various case management activities including developing case files for clients, providing written documentation of all contacts and services provided, as well as any follow-up information obtained or needed. Develops proper documentation needed in court or throughout the case management process. Provides appropriate copies of documents to victims and officers of the court. Assists victims in filing appropriate paperwork and documents needed for self-protection and security.
5. As requested through dispatch, responds to the scene of domestic violence in conjunction with law enforcement officers. Assesses the victim, scene, children, and others present, and all other pertinent information that would be useful in managing the case for the victim. May transport victims to safe locations as requested or deemed necessary.
6. Provides transportation of clients on a regular basis to and from shelters, medical appointments, agency appointments, food bank, grocery shopping, and Civil Standby's with law enforcement officials. May involve arranging for child and pet care for the client, assisting in moving personal items from their homes, notification of relatives, etc.
7. Connects clients with needed information and resources in the area or within other states as needed. May include connecting with attorneys, counselors, community resource agencies, educational opportunities, shelters, etc. May also involve making arrangements for travel and medical services, assisting with applications, and networking with relatives, community agencies, etc.
8. Performs all other duties as assigned.

Specifications:

1. Sufficient combination of knowledge, skills and abilities so as to competently perform the essential functions of the job.
2. Education, with minimum of five years' experience in law enforcement, criminal justice, crisis intervention.
3. Working knowledge of victims' rights as they pertain to Idaho State Law. Good knowledge of the criminal justice system.
4. Good working knowledge of crisis intervention techniques, law enforcement and court proceedings.
5. Ability to provide effective crisis intervention to victims of crimes.
6. Ability to mitigate potentially violent situations, assess the needs of others (physical, mental and emotional), and determine the best course of action to provide necessary assistance to victims.
7. Knowledge of and ability to use basic computer (PC) functions as needed for report writing, record keeping data entry and related.

8. Ability to work with victims and their families possessing a wide variety of personalities and behaviors. Ability to assess behavioral considerations and modify treatment accordingly to ensure appropriate safety and security of clients and the public.
9. Ability to assess individual behavior to identify behavioral problems or inconsistencies. Ability to determine appropriate action to ensure client, advocate and public safety and security.
10. Ability to maintain high levels of confidentiality as they pertain to clients or information that they hold that the incumbent may be subject to during the normal course of the job.
11. Knowledge of basic math skills sufficient to count and record monetary transactions. Ability to read and comprehend rules and instructions.
12. Ability to communicate effectively, both orally and in writing. Most communication is made in face-to-face settings with some written communication required for report writing and other paperwork. Advanced skill in conflict resolution and intervention techniques.
13. Ability to develop and maintain harmonious working relationships with others, both inside and outside the organization.

Working Conditions: Ability to perform those physical activities necessary to complete the essential functions of the job, either with or without reasonable accommodation. Requires continual hearing, talking, standing and routine, sedentary work; regular walking, occasional crouching, grasping, stooping, and reaching. Frequent lifting, pushing, and pulling in weights of 40 pounds. Incumbents are often subject to socially hostile environments involving high levels of tension and stress. May require working odd hours, long hours, and extensive driving in the local area or throughout the County.

Disclaimer: This job description is not an employment agreement or contract and management reserves the right to modify when necessary per Bonner County policy.

I have reviewed and agree this Job Description accurately reflect the current responsibilities of my position. I also acknowledge that it will be placed in my Personnel File.

Signature: _____ Date: _____

Please Print Name: _____



Bonner County Treasurer's Office

Clorrisa Koster, Treasurer

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

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

May 21, 2024

To: Commissioners

From: Clorrisa Koster
Bonner County Treasurer

Re: Request for Increase to Petty Cash Funds – Solid Waste Department

I am requesting a transfer of \$300.00 from the Treasurer's account to the following Solid Waste Site's Petty Cash funds. Dickensheet will be increased by \$100.00, Idaho Hill will be increased by \$100.00 and Dufort will be increased by \$100.00. These three sites have had a significant increase in traffic and additional cash on hand is needed to accommodate the ability to make change for cash paying customers.

A suggested motion would be - I move that the Board of County Commissioners authorize the County Treasurer to transfer \$300.00 from the Treasurer's Account to the following Solid Waste Site's Petty Cash funds. Dickensheet will be increased by \$100.00, Idaho Hill will be increased by \$100.00 and Dufort will be increased by \$100.00.

Recommendation Acceptance: ☐ yes ☐ no _____ Date: _____
Commissioner Luke Omodt, Chairman



Clorissa Koster <clorissa.koster@bonnercountyid.gov>

Site Petty Cash

1 message

Melissa Gault <melissa.gault@bonnercountyid.gov>
To: Clorissa Koster <clorissa.koster@bonnercountyid.gov>
Cc: Bob Howard <bob.howard@bonnercountyid.gov>

Thu, May 9, 2024 at 3:55 PM

Clorissa,

We would like to increase the following sites' petty cash by \$100.00 each.

Dickensheet
Idaho Hill
Dufort

These three sites have had a significant increase in traffic. Adjusting the amount of the petty cash at each site will supply an adequate amount of smaller bills and will reduce the frequency of trips to the sites by staff to give smaller bills.

Thank you.

Melissa Gault
Operations Manager
Bonner County Solid Waste
1500 Highway 2 Ste 101
Sandpoint, ID 83864
208-255-5681 Ext. 2

"In a world where you can be anything, be kind" - Jennifer Dukes Lee



Bonner County

Sheriff's Office

MEMORANDUM

Date: May 21, 2024
To: County Commissioners
From: Sheriff Daryl Wheeler

Re: **Contract for Temporary Moorage of Sheriff's Vessel**

Description:

The Bonner County Sheriff's Office provides law enforcement services on the County's lakes and rivers throughout the year. Currently, the Marine Division is unable to access the county dock in Hope due to delayed raising of the water levels on Lake Pend Oreille, which is particularly concerning as lake activity begins to increase and the need for public safety services increases. Therefore, the Marine Division is seeking to enter into a short-term contract with Waterfront Property Management to retain moorage space for a Sheriff's vessel at the Holiday Shores marina in Hope from May 21, 2024 to July 15, 2024 as specified on the attached contract.

Approval of this contract will allow for continued public safety services to the community on Lake Pend Oreille and along the Pend Oreille River. Waterfront Property Management is offering this space at no cost to the county given these unprecedented circumstances.

Legal _____

Distribution: Original to BOCC
Copy to Sheriff's Office

A suggested motion would be: Mr. Chairman, based on the information before us, I move to approve the agreement with Waterfront Property Management and authorize the chairman to sign the attached contract.

Recommendation Acceptance: ☐ Yes ☐ No _____ Date: _____
Commissioner Luke Omodt, Chairman



WATERFRONT PROPERTY MANAGEMENT

208-263-3083 120 East Lake Street #101 Sandpoint, Idaho 83864 FAX 208-263-0782

*SECURITY CODE

*Remember your security code is given to you for your own security. You are responsible for anyone using your access code, please give it out judiciously.

SLIP OR SPACE NO. TBD

This agreement entered into this 14th day of May 20 24 by and between Holiday Shores Marina
County of Bonner State of Idaho hereinafter known as LANDLORD, and

OWNER Bonner County Sheriff Marine Division hereinafter known as the TENANT, subject to the following terms and conditions

1. This SPACE RENTAL AGREEMENT is for the period from May 1 20 24th To July 15th 20 24 inclusive and may renew for additional periods upon agreement of both parties as to rates, conditions, space involved and payment of all specified fees and services.

LEASE AGREEMENT

(Please complete ALL information. Return both copies.)

Owner's Name _____ Boat I.D. No. _____
Home Address _____ Mailing Address _____
Home Phone _____ Business Phone _____
Type of Boat _____ Overall Length 30'
Dock Number TBD Rental for Moorage Period: \$ No charge
Slip Number _____ E-Mail _____
Land Storage _____

NOTE: ONLY ITEMS CHECKED BELOW APPLY TO THIS AGREEMENT

☐ SLIP RENTAL

☐ DAILY ☐ YEARLY
☐ WEEKLY ☐ SUMMER
☐ MONTHLY ☐ WINTER

RATE: \$ _____

LOCATION

☐ WEEKLY ☐ YEARLY ☐ MONTHLY ☐ INSIDE
☐ OUTSIDE

DESCRIPTION OF UNIT _____

RATE: \$ _____

☐ ELECTRICAL SERVICE

☐ RATE PER MONTH: \$ _____
☐ TO BE CHARGED FOR ACTUAL CURRENT USED

VOLTS _____ AMPS _____

SPECIAL TERMS AND CONDITIONS

Lessee acknowledges that he has inspected the berthing slip lease herein and satisfied himself that the space is adequate for the safe mooring of his boat. This contract is not a bailment of the Lessee's boat but a lease of berthing space, and Lessor's responsibility is limited to the supervision and maintenance of the waterfront area. Lessor's employees will make reasonable efforts to contact Lessee and notify him of dangerous conditions requiring his attention but Lessor assumes no responsibility for tending mooring lines or moving boats from the berths to which they have been assigned. Lessor reserves the right to move any boat whenever Lessor determines it necessary for safety or maintenance of the Marina area.

Lessee covenants to exercise due care in the occupation of the leased berthing slip and to vacate the same in good condition, wear and tear occasioned by normal use only excepted.

THE TERMS AND CONDITIONS SET FORTH OF THE REVERSE OF THIS AGREEMENT ARE EXPRESSLY MADE A PART OF THIS LEASE AND INCORPORATED HEREIN BY REFERENCE.

LIABILITY OF MARINA AND LESSEE

Lessee, while operating the boat within the Marina, shall assume all responsibility for any personal injury or property damage caused to Marina property or to any third party by the operation of Lessee's boat, whether operated by him, his agent, his guest or any other party. Lessee shall indemnify and hold Lessor harmless against all claims, actions, proceedings, damages and liabilities, including attorney fees, arising from or connected with such possession and use of the berthing slip and operation of the boat. Lessee further agrees to hold Lessor harmless from any liability for personal injury or property damage from low water, winds or other weather conditions. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and LESSEE agrees to hold Lessor harmless from any claims for damages, no matter how caused. Lessor shall not be responsible for any damage caused by fire, theft, electrical failure or other casualty attributable to the acts of a third party.

All obligations and liabilities of Lessee remaining unpaid at the termination of this Lease, including charges at Marina facilities, if any shall be secured by a possessory lien in favor of Lessor, and the boat shall not be removed from the premises or from Lessor's possession until all charges have, in fact, been fully paid. Interest at the rate of 1 1/2% per month (18% per year) will be added on all past due accounts. An account is past due after 30 days following the due date. In the event it is necessary for Lessor to consult an attorney or bring an action to enforce any of the Lessee's obligations and liabilities under the terms of this Lease agreement Lessee agrees to pay, in addition to damages, Lessor's costs and attorney fees incurred in that process.

The failure of Lessor or its employees to enforce any of the terms, conditions or agreements contained herein shall not be considered to be a waiver of such term, condition or agreement, in the absence of an express written waiver by Lessor. If any provision of this agreement is deemed to be unenforceable by law or public policy, the remaining terms, conditions and agreements shall be deemed severable, and enforceable according to their terms.

BREACH

Breach of the conditions of this Lease Agreement by the Lessee or by the operator of the boat berth under this Lease Agreement shall automatically terminate this Lease Agreement at the option of the Lessor. Payment not received by June 1st shall be cause for the Lessor to lease the slip to others.

SPACE RENTAL FEES AND SERVICES

SLIP RENTAL	
LAND STORAGE	
TOTAL SPACE RENTAL FEES	\$
HAULOUT	
LAUNCH	
TOTAL SERVICES	\$
SUB-TOTAL	\$
SALES TAX (If Applicable)	
TOTAL	\$
LESS ADVANCE DEPOSIT	
UNPAID BALANCE	\$ <u>No charge</u>

All Fees Are Due & Payable On or Before Effective Date

TENANT(S) CERTIFY THAT THE PRINTED MATTER ON BOTH FRONT AND BACK OF THIS AGREEMENT HAS BEEN READ AND THE TERMS AND CONDITIONS SET FORTH HEREIN ARE FULLY UNDERSTOOD. TENANT(S) FURTHER CERTIFY THAT THEY HAVE EXAMINED THE SPACE IN WHICH THE SUBJECT BOAT IS TO BE PLACED AND FIND IT IS SUITABLE AND ACCEPTABLE.

I, (We), acknowledge receipt of a copy of this agreement

Principal
TENANT X _____

WHITE - OFFICE COPY; YELLOW - OFFICE COPY; PINK - TENANT COPY



Jessi Reinbold <jessi.reinbold@bonnercountyid.gov>

05/21/2024 Agenda Items

Asia Williams <asia.williams@bonnercountyid.gov>

Tue, May 14, 2024 at 12:41 PM

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

Commissioner Williams Agenda Items

05/20/2024

- **Action and/or Discussion and/or Decision:** Continued optics of a sergeant at arms, requested by a member of the public. Memorandum submitted, not required.
- **Action and/or Discussion and/or Decision:** Bonner County code 1-200 ordinance review of compliance with Idaho statutes and the Constitution with requested amendments and additions Memorandum submitted, not required
- **Action:** Swim lessons are scheduled for 3 weeks in August Tuesdays, Wednesday, and Thursday's mornings from August 7-22. Bonner Park West shall be used as a back up plan if the Mudhole is unable to accommodate this year. Memorandum submitted.

District 2 Commissioner Discussion

1. Legal- Status of request that Bonner County prosecutors office advocates for a temporary easement regarding camp bay trail
2. Attorney list with updated contracts and rates status update
3. Open Meeting Review-
 - a. Non Compliance
 - b. Penalties
 - c. Where do we go from here?
4. Upcoming Commissioner chat guests
5. Issues brought to me from members of the community.
 - a. Water availability at the fair grounds
 - b. Army Corp will delay filling of Lake Pend Oreille due to May repairs to the Albeni Falls
 - c. Obligations of the County Clerk if the Clerks office has an error in recording...Does the community have to Sue the county or can the office being notified of an error have the ability to fix said error

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 <aliss.schoeffel@bonnercountyid.gov>

Amended request

1 message

Asia Williams <asia.williams@bonnercountyid.gov>

Tue, May 14, 2024 at 3:21 PM

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

Please remove sgt at arms from the request

DRAFT