



# Bonner County

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## Board of Commissioners

Luke Omodt

Steve Bradshaw

Asia Williams

**CONSENT  
AGENDA**

March 12, 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.**

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#### Consent Agenda

The Consent Agenda includes:

#### **CONSENT AGENDA** – Action Item

- 1) Bonner County Commissioners' Minutes for March 5, 2024
- 2) Liquor Licenses: The Forge Artisan Pizza, Sandpoint
- 3) Catering Permit: 113 Main, Sandpoint
- 4) Invoice Over 5K: Sheriff (2)

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

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



# Bonner County

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## Board of Commissioners

Luke Omodt

Steve Bradshaw

Asia Williams

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

March 5, 2024 – 9:00 A.M.

Bonner County Administration Building  
1500 Hwy 2, First Floor Conference Room, Sandpoint, ID

On Tuesday, March 5, 2024, 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 Janine Shepard and the Pledge of Allegiance followed.

#### STANDING RULES

#### ADOPT ORDER OF THE AGENDA AS PRESENTED

Commissioner Bradshaw made a motion to adopt the order of the agenda as presented. Commissioner Williams seconded the motion. Brief discussion regarding Commissioner Omodt's agenda item. Commissioner Williams made a motion to amend the order of the agenda by removing Commissioner Omodt's agenda item regarding Policy 440. No second, the amendment dies. Roll call vote on original motion: Commissioner Williams – No, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

#### CONSENT AGENDA – Action Item

- 1) Bonner County Commissioners' Minutes for February 27, 2024
- 2) Invoice Over 5K: Recreation; Risk (2); Technology (Confidential)

Commissioner Bradshaw made a motion to adopt the consent agenda as presented. Commissioner Williams 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 Cash Transfer – ARPA Interest; **Resolution**  
*This item will be held pending legal review. Per legal, this matter was taken up at the end of this meeting.*  
Commissioner Bradshaw made a motion to approve Resolution #2024-24 authorizing the Clerk to transfer cash of \$50,000.00 from Grant Fund 047-2200 to the Waterways fund 038-5500. 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 FY24 Claims Batch #11 \$447,386.15 & Demands in Batch #11 \$663,857.73, **Totaling \$1,111,243.88**

Claims Batch #11		
General Fund	\$	45,301.40
Road & Bridge	\$	212,962.00
Airport	\$	7,575.92
Elections	\$	1,289.28
Drug Court	\$	71.13

District Court	\$	15,733.36
911 Fund	\$	10,049.29
Court Interlock	\$	566.49
Indigent & Charity	\$	1,931.21
Junior College Tuition	\$	1,750.00
Revaluation	\$	1,817.50
Solid Waste	\$	63,863.11
Tort	\$	1,053.27
Weeds	\$	103.40
Parks & Recreation	\$	59.97
Justice Fund	\$	47,313.68
Priest Lake Snowmobile	\$	1,884.09
East Bonner Snowmobile	\$	716.01
Waterways	\$	677.06
Grants	\$	32,667.98
Total	\$	447,386.15
<b>Claims Batch #11</b>		
Demands	\$	663,857.73

Commissioner Williams made a motion to payment of the FY24 Claims and Demands in Batch #11 Totaling \$1,111,243.88. Commissioner Bradshaw seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

3) Action Item: Discussion/Decision Regarding FY24 EMS Batch #11 \$25,093.95, Totaling \$25,093.95

<b>EMS Claims Batch #11</b>		
Ambulance District	\$	25,093.95

Commissioner Bradshaw made a motion to approve payment of the FY24 EMS Claims and Demands in Batch #11 Totaling \$25,093.95. Commissioner Williams seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

**RISK– Commissioner Luke Omodt**

1) Action Item: Discussion/Decision Regarding Property Insurance Contract with Idaho Farm Bureau  
 Commissioner Williams called a point of order regarding this item as it is inappropriate due to our broker not having the information to be presented. Discussion among the board and legal.

Commissioner Omodt called a recess at 9:26 a.m. in order to consult with legal.  
 Reconvened at 9:39 a.m.

Commissioner Omodt advised that legal counsel suggested waiting to address this issue; pointed out that this is the third time that Ms. Speakman has been here, and all of the documentation has been provided to Risk.

**JUSTICE SERVICES – Ron Stultz**

1) Action Item: Discussion/Decision Regarding Surplus Vehicle, 2010 Ford Explorer; **Resolution**  
 Commissioner Williams made a motion to approve Resolution #2024-23, Surplus Equipment, as authorized by Justice Services to surplus a 2010 Ford Explorer, VIN 1FMEUDE5AUA98957 to be sold at the next scheduled Bonner County Auction post confirming that it is not fit for Motor Pool. Commissioner Bradshaw seconded the

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

#### **ROAD & BRIDGE – Matt Mulder**

- 1) Action Item: Discussion/Decision Regarding 2024 Roadway Pavement Markings Bid Advertisement  
Commissioner Bradshaw made a motion to approve the Notice of Advertisements for bids for the 2024 roadway pavement markings project. 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 Award of 2024 Rock Crushing Contract - District 1  
Commissioner Williams made a motion that the Contract for 2024 Rock Crushing – District 1 be awarded to Peak Sand and Gravel, Inc. for the unit prices listed on the Bid Submittal Form for a total amount of \$541,650.00 and authorize the board to sign the contract. Commissioner Bradshaw seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.
- 3) Action Item: Discussion/Decision Regarding Award of 2024 Rock Crushing Contract - District 2  
Commissioner Bradshaw made a motion that the Contract for 2024 Rock Crushing – District 2 be awarded to Peak Sand and Gravel, Inc. for the unit prices listed on the Bid Submittal Form for a total amount of \$98,800.00 and authorize the board to sign the contract. Commissioner Williams seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.
- 4) Action Item: Discussion/Decision Regarding Award of 2024 Rock Crushing Contract - District 3  
Commissioner Williams made a motion that the Contract for 2024 Rock Crushing – District 3 be awarded to Wood's Crushing and Hauling, Inc for the unit prices listed on the Bid Submittal Form for a total amount of \$289,800.00 and authorize the board to sign the contract. Commissioner Bradshaw seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

#### **HUMAN RESOURCES – Alissa Clark**

- 1) Action Item: Discussion/Decision Regarding Updating Planning and Preparedness Coordinator Job Description for Emergency Management  
Commissioner Bradshaw made a motion to approve commencing with approval of a revised Job description Planning and Preparedness Coordinator, Emergency Management effective March 5, 2024. Commissioner Williams seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

#### **BOCC – Commissioner Asia Williams**

- 1) Action Item: Discussion decision regarding development of Bonner county land as it relates to the application completed by Luke Almont in December of 2023  
There was discussion among the board regarding this item and Sheriff Daryl Wheeler gave a brief presentation regarding this item.  
Commissioner Williams made a motion that unless and until the board can show that the current application to subdivide the property referred to as the readiness center was a decision made by the board, the board of county commissioners shall ask the city of Sandpoint to table their review and decision pending confirmation from Bonner County Prosecutors office that the application was submitted in accordance with the rules that govern. No second, the motion dies. Brief discussion among the board; Commissioner Williams requested legal review; legal was not prepared to provide legal review at this time. No second, the motion dies. Further discussion among the board.

#### **BOCC – Commissioner Luke Omodt**

- 1) Action Item: Discussion/Decision Regarding Policy 440  
Commissioner Omodt wanted to put on the record and to resubmit in our minutes that Policy 440 that takes away the constitutional right for our employees to be able to run for political office of any kind is not in effect for any department in Bonner County.

**PUBLIC COMMENT \* 10:22 a.m.**

Roy Fisher – Commented on Robert’s Rules being necessary; unruly persons should not be rewarded and should not be paid; the first amendment does not say you don’t have to follow Robert’s Rules while in a meeting; point of order is ruled on by the Chair.

Nick Doko - Commented on his own prior employment/credentials; he has seen dysfunction among the board, would like to see them more functional; his road isn’t being plowed, housing is an issue, pick your battles.

Jennifer Cramer – Farm Bureau presentation was underhanded, wanted clarification Policy 440

Kristine Logue – Directed a question to Commissioner Omodt regarding his father and Farm Bureau and why the contract was not provided to all members of the board, and if he had personal relationship with Ms. Speakman. Commissioner Omodt answered Ms. Logue’s questions.

Dan Welle – Commented on Mr. Rick Cramer’s Notice of Tort. Commissioners Omodt and Bradshaw had been warned of this action and they disregarded the warnings.

Dimitri Borisov – Commented on behaviors of the Chair.

Dian Welle – Noted that the public has been subjected to a shell game. Provided future Commissioner Chat topics.

Jonna Plante – Commented on former Commissioner McDonald and Mr. Rick Cramer and Mr. Dave Bowman. Voiced frustrations on past meetings and public comment.

Merlin Glass – Wanted to bring attention to fire resources/services throughout the County and concerns regarding the lack of these services.

Kevin Moore – Commented on insurance for the County, auditing, and Vrbeta bridge litigation.

Rick Cramer – Share with the public what decisions were made at the IAC meeting in Boise and how it affects Bonner County.

Dave Bowman – Commented on insurance and yesterday’s meeting.

Brandon Cramer – Said the sign up for Zoom is a mess. Commented on a BCDB article several weeks ago regarding AI/arterial tech for Planning.

Commissioner Omodt called for a recess at 10:58 a.m. until the scheduled Executive Sessions with HR.

Reconvened at 11:10 a.m.

**11:00 a.m. EXECUTIVE SESSION – Human Resources**

- 1) Executive Session under Idaho Code § 74-206 (1) (B) Personnel
  - Action Item: Discussion/Decision Regarding Solid Waste
  - Action Item: Discussion/Decision Regarding Emergency Management
  - Action Item: Discussion/Decision Regarding Auditing

At 11:10 a.m. Commissioner Bradshaw made a motion to go into Executive Session under Idaho Code § 74-206 (1) (B) Personnel.

Commissioner Omodt stepped down from the chair and seconded the motion.

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

Reconvened at 11:27 a.m.

Commissioner Williams made a motion to proceed as discussed regarding Solid Waste, Emergency Management, and Auditing. Commissioner Omodt stepped down from the chair seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes.

The meeting was adjourned 11:28 a.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 February 27, 2024 – March 4, 2024  
Copies of the complete meeting minutes are available upon request.

On Thursday, February 29, 2024, a Planning Workshop was held pursuant to Idaho Code §74-204 (2).

On Thursday, February 29, 2024, an Executive Session was held pursuant to Idaho Codes § 74-206(1)(A)(B)  
Personnel & 74-206(1)(F) Litigation

On Monday, March 4, 2024, an Executive Session was held pursuant to Idaho Codes § 74-206(1)(B) Personnel.

On Monday, March 4, 2024, a Department Head Meeting was held pursuant to Idaho Code §74-204 (2).

On Monday, March 4, 2024, an Insurance Update was held pursuant to Idaho Code §74-204 (2).

ATTEST: Michael W. Rosedale

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

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

\_\_\_\_\_  
Date

2024

BONNER COUNTY  
STATE OF IDAHO

No. 2024-150

## RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT THE FORGE PIZZA INC  
 doing business as THE FORGE ARTISAN PIZZA  
 at 306 PINE ST, SANDPOINT, ID 83864  
 a(n) CORPORATION, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of said County, on file in the office of the Clerk of the Board at the Bonner County Courthouse, Sandpoint, Idaho.

Dated: 05/01/2024

Bottled/canned beer, Consumed off premise	\$0.00
Bottled/canned beer, Consumed on premise	\$0.00
Draft beer, Includes draft, bottled, and/or canned	\$100.00
Wine by the glass	\$100.00
Wine by the bottle	\$25.00
Liquor	\$0.00
Application Fee	\$5.00
<b>Total</b>	<b>\$230.00</b>

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

This license is TRANSFERABLE and EXPIRES 12/31/2024.  
Witness my hand and seal this 12th of March, 2024.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

(SEAL)

*By: Bridgette Centorbi*  
\_\_\_\_\_  
Clerk of the Board of County Commissioners



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. 7B-38349  
 State Lic No. 38349  
 Issue Date: 05/01/2024  
 County No. 2024-150  
 Total Fees: \$230.00  
 Deputy Initials: bcentorbi

## 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
- LLC
- LLP

**3. Location of Facility**

- Inside city limits
- Outside city limits

**4. License Type**

- Bottled/canned beer (retail only) Consumed off premise
  - Bottled/canned beer Consumed on or off premise
  - Draft beer Includes draft, bottled, and/or canned
  - Wine by the glass
  - Wine by the bottle
  - Liquor
  - Application Fee
- Total Fees

County Fee

\$ 0.00  
 \$ 0.00  
 \$ 100.00  
 \$ 100.00  
 \$ 25.00  
 \$ 0.00  
 \$ 5.00  
 \$ 230.00

**FOR OFFICE USE ONLY**

**Prorated Fee**

(If applicable)

\$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_

**5. Applicant Information**

Doing Business As: THE FORGE ARTISAN PIZZA  
 Business Phone Number: (415) 730-1959  
 Business Physical Address: 306 PINE ST  
 City: SANDPOINT State: ID Zip Code: 83864

**6. Business Information**

Business Name: THE FORGE PIZZA INC  
 Primary Contact Name: MICHAEL JOHNSON  
 Primary Contact Phone Number: (415) 730-1959  
 Mailing Address: 306 PINE STREET  
 City: SANDPOINT State: ID Zip Code: 83864

Email Address: \_\_\_\_\_  
 Please indicate address to send future correspondence:  Business Physical Address  Mailing Address  Email

APPLICANT'S SIGNATURE: \_\_\_\_\_  
 Signer must be authorized to sign for documents pertaining to the Alcohol Beverage Control.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Board of County Commissioners

Call cell



# IDAHO ALCOHOL BEVERAGE CATERING PERMIT

BUSINESS NAME: 113 MAIN

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

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

FACILITY ADDRESS: 113 MAIN ST CITY: SANDPOINT COUNTY: BONNER

STATE OF IDAHO ALCOHOL BEVERAGE LICENSE NUMBER: 3468 PREMISE NUMBER: 7B-82

DATES PERMIT TO BE USED: FROM 07/20/2024 TO 07/20/2024 TIME: FROM 05:00 P M TO 11:00 P M.

LOCATION WHERE PERMIT WILL BE USED (ADDRESS & ROOM NUMBER): 81 KIENHOLZ DRIVE, HOPE, ID 83836

TYPE OF EVENT: GALA EVENT NAME (IF APPLICABLE): GALA FOR THE PANHANDLE ALLIANCE FOR

EVENT BEING HELD FOR (ORGANIZATION, GROUP, OR INDIVIDUAL NAME): PANHANDLE ALLIANCE FOR EDUCATION

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.

[Signature] or \_\_\_\_\_  
Sheriff Chief of Police

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



## Bonner County Sheriff's Office

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

### Memorandum

**Date:** February 21st, 2024  
**To:** Board of County Commissioners  
**From:** Sheriff Daryl Wheeler  
**Re:** Purchase over \$5K - Bullet proof vests

**Description:**

The Bonner County Sheriff's Office would like the approval to purchase bullet proof vests in the amount of \$14,487.98 from Galls. This purchase will be divided between The Sheriff's Office Patrol budget, Marine budget and the Jail budget. \$7,282.87 for the Sheriff's Office Patrol, \$1,339.20 for the Sheriff's Office Marine Division and \$5,865.91 for the Sheriff's Office Detention. The Bonner County Sheriff's Office has adequate funds in its 03453/8590 (Sheriff(Patrol)/Equipment), 03479/8590 (Sheriff(Marine)/Equipment) account, The Jail has adequate funds in its 03461/8590 Jail(Detention) Equipment account.

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



# Quote

Customer: (1001069392) BONNER COUNTY SHERIFF OFFICE  
Date: 02/21/2024  
Sales Rep: CUSTOMER EXPERIENCE

Page 1 of 2  
Quote Number: 25878251  
Quote Expiration: 03/22/2024

Sold To:  
BONNER COUNTY SHERIFF OFFICE  
4001 N BOYER RD  
SANDPOINT, ID 83864  
SAM RASOR

Ship To:  
BONNER COUNTY SHERIFF OFFICE  
4001 N BOYER RD  
SANDPOINT, ID 83864  
SAM RASOR

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	BL630 BLK CTM 00	STANDARD IIIA/3 1 CAR	1		1,151.82	1,151.82
1.1	BP0002	MALE CUSTOM VEST	1			
2	BP3005 BLK CSTM 00	GUARDIAN GEN 3 CARRIER	1	228.42	228.42	228.42
2.1	BP0001	BODY ARMOR CARRIERS	1			
3	BL630 BLK CTM 00	STANDARD IIIA/3 1 CAR	1		1,151.82	1,151.82
3.1	BP0002	MALE CUSTOM VEST	1			
4	BP3005 BLK CSTM 00	GUARDIAN GEN 3 CARRIER	1	228.42	228.42	228.42
4.1	BP0001	BODY ARMOR CARRIERS	1			
5	BL630 BLK CTM 00	STANDARD IIIA/3 1 CAR	1		1,151.82	1,151.82
5.1	BP0002	MALE CUSTOM VEST	1			
6	BP3005 BLK CSTM 00	GUARDIAN GEN 3 CARRIER	1	228.42	228.42	228.42
6.1	BP0001	BODY ARMOR CARRIERS	1			
7	BL630 BLK CTM 00	STANDARD IIIA/3 1 CAR	1		1,151.82	1,151.82
7.1	BP0002	MALE CUSTOM VEST	1			
8	BP3005 BLK CSTM 00	GUARDIAN GEN 3 CARRIER	1	228.42	228.42	228.42
8.1	BP0001	BODY ARMOR CARRIERS	1			
9	BL630 BLK CTM 00	STANDARD IIIA/3 1 CAR	1		1,151.82	1,151.82
9.1	BP0002	MALE CUSTOM VEST	1			
10	BP3005 BLK CSTM 00	GUARDIAN GEN 3 CARRIER	1	228.42	228.42	228.42
10.1	BP0001	BODY ARMOR CARRIERS	1			
11	BL630 BLK CTM 00	STANDARD IIIA/3 1 CAR	1		1,151.82	1,151.82
11.1	BP0002	MALE CUSTOM VEST	1			
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12.1	BP0001	BODY ARMOR CARRIERS	1			
13	BL630 BLK CTM 00	STANDARD IIIA/3 1 CAR	1		1,151.82	1,151.82



# Quote

Customer: (1001069392) BONNER COUNTY SHERIFF OFFIC  
 Date: 02/21/2024  
 Sales Rep: CUSTOMER EXPERIENCE

Page 2 of 2  
 Quote Number: 25878251  
 Quote Expiration: 03/22/2024

Sold To:  
 BONNER COUNTY SHERIFF OFFICE  
 4001 N BOYER RD  
 SANDPOINT, ID 83864  
 SAM RASOR

Ship To:  
 BONNER COUNTY SHERIFF OFFICE  
 4001 N BOYER RD  
 SANDPOINT, ID 83864  
 SAM RASOR

Line	Item	Description	Qty	Retail	Your Price	Ext Total
13.1	BP0002	MALE CUSTOM VEST	1			
14	BL630 BLK CTM 00	STANDARD IIIA/3 1 CAR	1		1,151.82	1,151.82
14.1	BP0002	MALE CUSTOM VEST	1			
15	BL635 BLK CTM 00	POINT BLANK AXBIIIA HILITE 1 CARRIER	1		1,071.90	1,071.90
15.1	BP0002	MALE CUSTOM VEST	1			
16	BL635 BLK CTM 00	POINT BLANK AXBIIIA HILITE 1 CARRIER	1		1,071.90	1,071.90
16.1	BP0002	MALE CUSTOM VEST	1			
17	BP3802 BLK CSTM 00	PBE GEN 3 ENDEAVOR MOLLE CARRIER	1		210.60	210.60
17.1	BP0001	BODY ARMOR CARRIERS	1			
21	BP2664 BLK	KWIQ SIDE WING BUCKLE for ODC Carrier - UPGRADE W/INITIAL VEST ORDER	1		56.70	56.70
22	BP3802 BLK CSTM 00	PBE GEN 3 ENDEAVOR MOLLE CARRIER	1		210.60	210.60
22.1	BP0001	BODY ARMOR CARRIERS	1			
23	BP2664 BLK	KWIQ SIDE WING BUCKLE for ODC Carrier - UPGRADE W/INITIAL VEST ORDER	1		56.70	56.70
24	BP3802 BLK CSTM 00	PBE GEN 3 ENDEAVOR MOLLE CARRIER	1		210.60	210.60
24.1	BP0001	BODY ARMOR CARRIERS	1			
25	BP2664 BLK	KWIQ SIDE WING BUCKLE for ODC Carrier - UPGRADE W/INITIAL VEST ORDER	1		56.70	56.70
26	BP3802 BLK CSTM 00	PBE GEN 3 ENDEAVOR MOLLE CARRIER	1		210.60	210.60
26.1	BP0001	BODY ARMOR CARRIERS	1			
27	BP2664 BLK	KWIQ SIDE WING BUCKLE for ODC Carrier - UPGRADE W/INITIAL VEST ORDER	1		56.70	56.70

Quote is valid for 30 days

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

SUBTOTAL: 13,798.08  
 SHIPPING: 689.90  
 TAX.....  
 TOTAL.... 14,487.98

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd  
 Lexington, KY 40505  
 Tel: 800-876-4242 Fax:877-914-2557



## Bonner County Sheriff's Office

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

### Memorandum

**Date:** March 6, 2024  
**To:** Board of County Commissioners  
**From:** Sheriff Daryl Wheeler  
**Re:** Purchase over \$5K - Sterling Manufacturing

**Description:**

The Bonner County Sheriff's Office would like authorization to purchase a Sterling Steamer for the kitchen from Sterling Manufacturing in the amount of \$11,575.00

The Bonner County Sheriff's Office Jail has adequate funds in its: 03461/8590 Jail/Equipment 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



Quote

Date - Wednesday, Feb 28, 2024

To

Bonner County

Charles Newsom

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Item	Quantity	Description	Price
SPG-6 NG	1	Sterling Steamer	\$9,790.00
Auto Fill	1	Automatic Water fill/ Drain	\$1,290.00
Freight			\$495.00
Total: \$11,575.00			

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Quotation prepared by David Krinn

David Krinn

Sales Representative

Sterling Manufacturing LLC

144 E. Collins Drive

Fort Wayne, IN 46825 Phone

260-403-5860

david@sterlingsteamers.com



## Bonner County Planning Department

"Protecting property rights and enhancing property value"

1500 Highway 2, Suite 208, Sandpoint, Idaho 83864

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

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

March 4, 2024

### Memorandum

To: Board of County Commissioners

From: Travis Haller, Bonner County Planning

Re: Final plat, SS0008-22 – Replat of Reynolds Estates (Lots 1A, 1B, 1C, 2A, 3A)

Replat of Reynolds Estates (Lots 1A, 1B, 1C, 2A, 3A) is a Short Plat dividing Lot 1 of Reynolds Estates (as recorded in Book 19 of Plats, Page 19) into 3 residential lots. A sewer/drainfield easement was also revised and reflected on the plat that affect Lot 2 and Lot 3 of Reynolds Estates. Therefore, Lot 2 and Lot 3 of Reynolds Estates, is part of this replat and has been replatted into Lots 2A and 3A. The properties are zoned Recreation and meet the requirements of that zone. The property is served by Selkirk Fire District and Avista Utilities. The property is accessed off Green Bay Road, an 80' wide United States Forest Service owned public right-of-way. The preliminary plat was approved by Bonner County Planning Department on July 13, 2023. The parcel is located in a portion of Section 22, Township 56 North, Range 1 West, Boise Meridian, Bonner County, Idaho.

The conditions of approval for SS0008-22 – Replat of Reynolds Estates have been completed. Notes and easements required by plat approval are shown on the final plat.

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

Distribution: Jake Gabell  
Jenna Crone  
Travis Haller

(Recommendation)

Staff recommends that the Board approve the final plat of File #SS0008-22 – Replat of Reynolds Estates (Lots 1A, 1B, 1C, 2A, 3A), as presented.

**Agenda/ Motion to Approve:** I move to approve this Project File SS0008-22: Replat of Reynolds Estates and authorize the chair to sign the final plat as presented.

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



## Bonner County Justice Services

4002 Samuelson Avenue • Sandpoint, ID 83864 • Phone: (208) 263-1602

March 12, 2024

### Memorandum

Justice Services  
Item #1

To: Bonner County Commissioners  
From: Ron Stultz, Director  
Re: Justice Services  
Budget Adjustment – Detention Contracts Unanticipated Revenues

Bonner County Justice Services receives monies from Boundary County, Idaho; Lincoln County, Montana; the Kootenai Tribe of Idaho; and the Idaho Department of Juvenile Corrections for housing juveniles in the Bonner County Juvenile Detention Center each fiscal year.

The Justice Services Department has received unanticipated revenue from these contracts in the amount of \$36,550.00. The total monies received from the referenced contracts for housing juvenile offenders is \$56,550.00.

Auditor's Approval: 

Legal: 

Distribution: Original to BOCC; copy to Justice Services, Ron Stultz; copy to Auditors

**A suggested motion would be:** Mr. Chairman based upon the information before us I move to approve Resolution #24-\_\_\_\_\_ ordering the Clerk to schedule revenue in the Juvenile Detention FY23-24 budget, Revenue Account No. 03475-4990 – Juvenile Detention Billing for use as additional funding for Juvenile Detention FY23-24 Budget, Account No. 03475-6060 – SALARIES- FULL TIME in the amount of \$12,184.00 and for use as additional funding for Probation Services FY23-24 Budget, Account No. 00661-6060 – SALARIES- FULL TIME in the amount of \$24,366.00. This adjustment is due to the receipt of unanticipated revenue received from contracts for housing juvenile offenders in the Bonner County Juvenile Detention Center.

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



**RESOLUTION NO. 2024 - \_\_\_\_\_**  
**JUSTICE SERVICES**  
**Juvenile Detention**

**Budget Adjustment – Juvenile Detention Contract Unanticipated Revenues**

**WHEREAS**, Idaho Code Section 31-1605 provides that the Board of County Commissioners may adjust the budget as adopted to reflect the receipt of unscheduled revenue, grants, or donations from federal, state or local governments or private sources, provided that there shall be no increase in anticipated property taxes; and

**WHEREAS**, Bonner County Justice Services receives monies from contracts for housing juveniles from Boundary County, Idaho, Lincoln County, Montana, the Kootenai Tribe of Idaho, and the Idaho Department of Juvenile Corrections in the Bonner County Juvenile Detention Center each fiscal year; and

**WHEREAS**, the Justice Services Department has received unexpected additional revenue in the amount of \$36,550.00 from the above-described contracts; and

**WHEREAS**, the Justice Services Department requests the additional revenue be placed in the Juvenile Detention FY23-24 Budget, Revenue Account No. 03475-4990 – JUVENILE DETENTION BILLING for use as additional funding for Juvenile Detention FY23-24 Budget, Account No. 03475-6060 – Salaries- Full Time in the amount of \$12,184.00 and for use as additional funding for Probation Services FY23-24 Budget, Account No. 00661-6060 – SALARIES- FULL TIME in the amount of \$24,366.00.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Bonner County, Idaho hereby authorizes the Clerk to schedule revenue in the Juvenile Detention FY23-24 Budget, Revenue Account No. 03475-4990 – JUVENILE DETENTION BILLING for use as additional funding for Juvenile Detention FY23-24 Budget, Account No. 03475-6060 – SALARIES- FULL TIME in the amount of \$12,184.00 for use as additional funding for Probation Services FY23-24 Budget, Account No. 00661-6060 – SALARIES- FULL TIME in the amount of \$24,366.00. This adjustment is due to the receipt of unanticipated revenue received from contracts for housing juvenile offenders in the Bonner County Juvenile Detention Center.

**Adopted** as a Resolution of the Board of Commissioners of Bonner County, Idaho on the 12 day of March, 2024.

**BOARD OF BONNER COUNTY COMMISSIONERS**

\_\_\_\_\_  
Luke Omodt, Chairman

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

\_\_\_\_\_  
Steven Bradshaw, Commissioner

**ATTEST:** Michael Rosedale

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

**Memo for Unanticipated Revenue Justice Services**

3 messages

Jennifer Jeffers <jen.jeffers@bonnercountyid.gov>  
To: Bill Wilson <bill.wilson@bonnercountyid.gov>

Wed, Mar 6, 2024 at 12:49 PM



Hi Bill, this has been approved by the Auditor's office, Nancy said to have you look it over as well. We're trying to get it on the agenda for Tuesday's meeting.

Thank you,  
Jen Jeffers

--

**Jen Jeffers**  
**Office Manager**  
Bonner County Justice Services  
4002 Samuelson Avenue  
Sandpoint, ID 83864  
(208)263-1602

**2 attachments**

-  **009 2024 Det Contracts Resolution.docx**  
23K
-  **008 2024 Memo to Comm - Det Contracts.docx**  
128K

Bill Wilson <bill.wilson@bonnercoid.gov>  
To: Jennifer Jeffers <jen.jeffers@bonnercountyid.gov>

Wed, Mar 6, 2024 at 1:03 PM

Approved. We get this money every year, right?

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:** Jennifer Jeffers <jen.jeffers@bonnercountyid.gov>  
**Sent:** Wednesday, March 6, 2024 12:49 PM  
**To:** Bill Wilson <bill.wilson@bonnercountyid.gov>  
**Subject:** Memo for Unanticipated Revenue Justice Services

[Quoted text hidden]



# Bonner County Justice Services

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

March 12, 2024

## Memorandum

Justice Services  
Item #2

To: Bonner County Commissioners

From: Ron Stultz, Director

Re: ACI Semi-Annual Heating/Cooling Maintenance Agreement FY24-25

It is recommended that the Board of County Commissioners approve the ACI Semi-Annual Heating/Cooling Maintenance Agreement for FY 24-25 for the term of one (1) year, April 12, 2024 to April 11, 2025, at a cost of \$875.00 semi-annually with the total being \$1,750 total for maintenance services for the heating and cooling systems located in the Bonner County Justice Services building as approved by legal.

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

A suggested motion would be: I move to approve the ACI Agreement for FY24-25 for the term of one (1) year to perform maintenance services in the Justice Services building at a cost of \$875.00 semi-annually.

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

Commissioner Luke Omodt, Chair

Approved by legal

A handwritten signature in black ink, appearing to read "Bulison".



**From the desk of:**  
 Mike Jones  
 Commercial Accounts Manager  
 Office (208) 772-9571  
 Fax (208) 772-0781  
 Cell (208) 659-2120

**Authorizing Signatures:**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Customer Site Address:**

Bonner County Justice Services  
 4002 Samuelson Ave  
 Sandpoint Id 83864

**Customer Contact Information:**

Devin Simmons 208-263-1602  
 maintenance man on site  
 devin.simmons@bonnercountvid.gov

**Customer Billing Information:**

Same

**Total Investment:**

Visits Per Year:

Per Visit Cost:

**\$1,750**

**2**

**\$875**

Please note if the following options  
 have been included in your Total  
 Price.

**Recommended Options:**

Not Included	Coil Cleaning:	\$0
Not Included	Custom Option:	\$0

Equip. Label	Type	Manufacturer	Model Number	Serial Number	Location	Filter Size	Qty.	Belt Size	Qty.
RTU-1	Gas	Carrier	48TCTA07B2A5A0A2F0	4811C85931	Roof	16162	4	AX35	1
RTU-2	Gas	Carrier	48TCRA04B2A5A0A2F0	4811C85943	Roof	16252	2	AX41	1
RTU-3	Gas	Carrier	48TCRA04B2A5A0A2F0	4811C85949	Roof	16252	2	AX35	1
RTU-4	Gas	Carrier	48TCRA04B2A5A0A2F0	4811C85944	Roof	16252	2	AX35	1
RTU-5	Gas	Carrier	48TCRA04B2A5A0A2F0	4811C85950	Roof	16252	2	AX35	1
RTU-6	Gas	Carrier	48TCRA04B2A5A0A2F0	4811C85947	Roof	16252	2	AX35	1
RTU-7	Gas	Carrier	48TCSA05A2A5A0A2F0	4811C85942	Roof	16252	2	AX38	1
RTU-8	Gas	Carrier	48TCRA04B2A5A0A2F0	4811C85948	Roof	16252	2	AX35	1
RTU-9	Gas	Carrier	48TCSA05A2A5A0A2F0	4811C85945	Roof	16252	2	AX35	1
RTU-10	Gas	Carrier	48TCSA05A2A5A0A2F0	4811C85946	Roof	16252	2	AX35	1
RTU-11	Gas	Carrier	48TCSA08A2A5A0A2F0	4911G10299	Roof	16202	4	AX52	1
Mini-spli-1	Elec	Daikin	RXS30HVJU	4000202	Roof	washable	1		
Mini-spli-1	Elec	Daikin			Mechanical room				
EF-1	Elec	Greenheck			Roof				
HWT-1	Gas	Bradford White	97301	11239	Mechanical room				
						Customer		Customer	
						Supplies		Supplied	





**ACI Northwest,  
Inc.  
Coeur d'Alene  
Office**

6600 N. Government  
Way  
Coeur d'Alene, ID  
83815  
(208) 772-9571  
(509) 482-2000  
(208) 772-6151 Fax

Contract for April 2024- March, 2025

**Bonner County Justice Services**

4002 Samuelson Ave  
Sandpoint Id 83864  
Attn: Devin Simmons  
(208) 263-1602

Commercial Account Manager

Mike Jones

Cell – (208) 659-2120

From:

ACI Northwest, Inc.  
6600 N. Government Way  
Coeur d'Alene, ID 83815

Idaho – (208) 772-9571  
Washington – (509) 482-2000  
Fax – (208) 772-0781

*It is unwise to pay too much, but it is worse to pay too little.  
When you pay too much, you lose a little money...that is all.*

*When you pay too little, you sometimes lose everything because what you bought was  
incapable of doing what it was bought to do.*

*John Ruski*



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*Bonner County Justice Services*

ATTN: Devin Simmons  
TELEPHONE (208) 263-1602

*A brief letter of introduction to ACI Northwest, Inc. and our practices.*

ACI Northwest is the premier heating & cooling company in the greater Coeur d'Alene & Spokane area with more than 85 years of experience. We provide our customers with total comfort and complete peace of mind through our commitment to professionalism and with our excellent service staff able to handle any job. ACI has completed full hospital builds to small tenant improvement remodels. ACI has a fully staffed service department (24/7) providing full commercial services along with our residential department taking care of our residential customers needs as well. We provide a wide range of HVAC services taking care of most any need a customer may have for their heating & cooling requirements.

ACI is pleased to present our Peak Performance HVAC Maintenance Program to you today. The program offers timely service and the very best care of your heating & cooling equipment. Our courteous technicians take pains to keep the customers we serve happy and informed. We do this by providing the best service in our industry adhering to the best industry standards. ACI keeps our customers informed on any concerns or issues we find during our inspection of your equipment through an agreed upon reporting system your commercial account manager will put in place as per your needs.

All equipment will be maintained in accordance with manufacturer's specifications. This will ensure proper operation while validating factory warranties. This will help maintain factory guarantees, maximum efficiency and total comfort.

ACI provides regular factory training to our technicians to maintain a "certified" status for all equipment we service. Our professional services will extend the life & efficiency of your equipment far into the future. All of ACI employees are drug-free, background checked, and licensed.

I would appreciate the opportunity to review your current maintenance requirements and or any construction projects you may have coming up. ACI looks forward to working with you in the future, if you have any questions or concerns, please feel free to call me or email.

Office - (800) 767-3027, Cell - (208) 659-2120, email - [mjones@acinw.com](mailto:mjones@acinw.com).

Sincerely;

Mike Jones



**ACI Northwest,  
Inc.  
Coeur d'Alene  
Office**

6600 N. Government  
Way  
Coeur d'Alene, ID  
83815  
(208) 772-9571  
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(208) 772-6151 Fax

Commercial Accounts Manager

## Content

- Standard Maintenance Practices
- Pricing and Acceptance
- Equipment List & Schedule
- Peak Performance Service Agreement Benefits
- General Terms and Conditions
- Equipment Maintenance Requirements
- Consequences of Improper Maintenance
- Commercial Action List

Prepared by: Mike Jones

Commercial Account Manager

*Quality is never an accident. It is always the result of intelligent effort.*

*John H. Shook*





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## Standard maintenance practice summary

### **Precision Tune-up (cooling)**

- Check and clean indoor and outdoor coils as needed.
- Check primary and secondary drains for proper drainage.
- Adjust and clean blower components.
- Inspect & lubricate all moving parts if required.
- Inspect all electrical connections & tighten as needed.
- Check operating pressures for proper refrigerant charge.
- Check and test safety controls for proper operation.
- Inspect economizer operation for proper calibration (if present).
- Record voltage and amperage draws on all motors as per nameplate ratings.
- Inspect thermostat for proper calibration & operation.
- Monitor air conditioning cycle for proper operation as per manufacturers specifications

### **Precision Tune-up (Heating)**

- Inspect & clean burners as needed.
- Adjust and clean blower components
- Record gas pressure & confirm it is in manufacturer ratings.
- Check and adjust ignition system when needed for proper burner ignition.
- Inspect & lubricate all moving parts if required.
- Monitor flue draft for safe operation.
- Check and test safety controls for proper operation.
- Record voltage and amperage draws on all motors as per nameplate ratings.
- Adjust air flow for proper temperature rise if needed.
- Inspect thermostat for proper calibration & operation.
- Inspect heat exchanger & make recommendations if issues are found.
- Monitor air conditioning cycle for proper operation as per manufacturers specifications



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Please refer to your specific contract details for additional benefits of your maintenance program. If additional questions arise please call.

### Peak Performance Maintenance Agreement

**Customer Name:** Bonner County Justice Services

**Billing Address:** 4002 Samuelson Ave

**City, State Zip:** Sandpoint Id 83864

**Site Location:** Same

ACI is pleased to propose to you the following:

Peak Performance Maintenance Program based on the equipment list (provided in this document) & recommendations to best fit the customers' needs and or requirements for a period of one year from date of signing.

**Agreement Price options: Please initial price per year billed**

**Yearly:** \_\_\_\_\_  
**\$1550.00** Tax not incl.  
Includes one visit

**Semi-Annually:** \_\_\_\_\_  
**\$1750.00** Tax not incl.  
Includes two visits

**Quarterly:** \_\_\_\_\_  
**\$** \_\_\_\_\_ Tax not incl.  
Includes four visits

**Optional Coil Cleaning:** \_\_\_\_\_ Please initial if wanted as an additional service.  
Coil cleaning one time at time of maintenance visits valued at **\$400.00** Tax not incl.  
*Highly recommended for equipment efficiency and prolonged life.*

Customer Acceptance:

ACI Company Approval:

Signature: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Title: Commercial Account Manager \_\_\_\_\_

Mike Jones \_\_\_\_\_



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Inc.  
Coeur d'Alene  
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(509) 482-2000  
(208) 772-6151 Fax

(Type or Printed Name of Signer)

Fax- 208.772.6151, Cell- 208.659.2120

mjones@acinw.com

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

Date: 21:50

### PEAK PERFORMANCE MAINTENANCE AGREEMENT BENEFITS!!

1. This Agreement provides to the agreed upon visits initialed above. The visits would include a complete maintenance as per the manufacturer's specifications and requirements. Each visit includes inspection of customer filter & belts.
1. As part of the agreement our customers receive a **10% discount** on labor and material on all service calls. (ACI standard charge is \$110.00 hourly; you only pay \$99.00 as a contracted customer).
2. Agreement customers "Never pay an overtime charge" ACI provides on call technicians for any emergency service needed 24/7.
3. Personalized Services through your Commercial Account Manager and service staff. This includes immediate pricing, issue resolution and any concerns that may arise as we provide services to you. We will respond to your concerns in a timely manner guaranteed!
4. Priority Service ACI will respond to the Customer's request for emergency service before providing service to any customer who is not a Peak Performance Agreement customer.
5. This agreement insures compliance with the manufacturers' requirements for scheduled maintenance and warranty adherence.
6. Upon completion of each Peak Performance inspection, ACI will provide the customer with a comprehensive report listing work performed, defects found and corrected, and any recommended corrective action needed.
7. Preventive maintenance will be performed during regular working hours 8:00am-5:00pm Monday through Friday unless prior arrangements are made.
8. ACI shall maintain the Customer's equipment to keep utility and repair costs as low as possible, while preserving equipment reliability and lifespan. Occupant comfort will always be a primary consideration.
9. The Customer shall operate the equipment in accordance with the manufacturer's recommendations and promptly notify ACI of any abnormal conditions.



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10. As a preferred maintenance customer you will receive the following benefits: Increased Energy Savings, Increased Comfort Level, Increased Equipment Life, and Peace of Mind.

### **GENERAL TERMS AND CONDITIONS**

1. ACI agrees to provide a comprehensive maintenance program designed to reduce your utility and repair costs, after any existing defects are corrected.
2. The customer agrees to furnish safe, reasonable access to the building and covered equipment. The customer will remove any material, fixtures, or walls so adequate access can be gained to the equipment.
3. This agreement does not include the maintenance, repair, or replacement of recording or portable instruments, electrical disconnect switches, casing or cabinets, insulation, gas lines, water lines or non-moving parts as ductwork, vessels, boiler shells, tubes, vents, flues, grilles, tower fill or refractory material. ACI shall not be required to furnish any equipment, service or materials or to perform test, or make any modifications that have been recommended or required by any insurance company, governmental authority, equipment vendor or regulatory authority, or pay any future taxes imposed by any governmental agency.
4. ACI shall not be liable for:
  - a) Damage or loss resulting from freezing, corrosion, electrolysis, vibration, plumbing stoppage, failure of any utility service, low voltage condition, lightning, single phasing, or any other electrical abnormalities;
  - b) Damage or loss resulting from negligence, faulty system design, abuse, acts of God, malicious mischief, vandalism or improper operation of equipment by customer's employees, agents or tenants;
  - c) Damage, loss or delays resulting from fire, explosion, flooding, the elements, strikes, labor troubles, civil commotion or any other cause beyond its control;
  - d) Any accident, injury, damage, or loss to equipment, personnel, property or revenue unless directly caused by its negligence;
  - e) Any indirect or consequential damages such as, but not limited to, loss of revenue or loss of use of any equipment, process or facilities;
  - f) Any identification, abatement, encapsulating or removal of any hazardous material including those containing asbestos. If any hazardous materials are detected during the course of work, ACI can discontinue the work until the hazard has been eliminated, and shall receive an extension equal to the time of delay to complete the work. ACI reserves the right to be compensated for any loss due to a delay caused by asbestos or any other hazardous material.
5. Unless otherwise noted, ACI shall not be liable for starting and stopping equipment, space temperature regulation, air or water balance, indoor air quality, equipment relocation.
6. ACI shall use ordinary care in performing the tasks outlined in this agreement. No inspection shall guarantee the condition of the equipment or eliminate obsolescence and normal wear.
7. The occurrence of any of the following without prior written consent of ACI will constitute a default:
  - a) Any alterations, additions, adjustments or repairs to covered equipment, by anyone other than ACI;
  - b) Breach by Customer of any term of this Agreement. If ACI brings legal action to enforce this Agreement, and is successful, it shall be entitled to recover reasonable attorney fees and the cost of litigation in addition to any judgment for damages.



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- c) Breach by ACI of any term of this Agreement. If Bonner County brings legal action to enforce this Agreement, and is successful, it shall be entitled to recover reasonable attorney fees and the cost of litigation in addition to any judgment for damages."
8. This Agreement begins on the date of acceptance and shall remain in force for the term stated. Thereafter, it shall be renewing yearly rather than an automatic renewal. Unless either party gives the other written notice of termination at least 30 days before the anniversary date. With 45 days written notice, ACI may add or delete equipment or services and increase or reduce the Agreement price. Customer shall have the right to terminate if any changes are not acceptable.
9. This Agreement contains the entire understanding between ACI and the Customer. Any modifications, amendments or changes must be in writing and signed by both parties.

**ACI Contract**

4 messages

Jennifer Jeffers <jen.jeffers@bonnercountyid.gov>  
To: Bill Wilson <bill.wilson@bonnercountyid.gov>  
Cc: Ron Stultz <ron.stultz@bonnercountyid.gov>



Mon, Mar 4, 2024 at 2:00 PM

Hi Bill, here is the new contract for ACI for Detention, there are no changes aside from the dates. Please let me know if you approve.

Thank you,  
Jen Jeffers

**Jen Jeffers**  
**Office Manager**  
Bonner County Justice Services  
4002 Samuelson Avenue  
Sandpoint, ID 83864  
(208)263-1602

2 attachments

-  1-Commercial Maint Bonner County Justice 2-visit Pricing 2-2024.pdf  
255K
-  Peak Perf Agreement Reviced 3-2024 2-2025.docx  
42K

Jennifer Jeffers <jen.jeffers@bonnercountyid.gov>  
To: Bill Wilson <bill.wilson@bonnercountyid.gov>

Mon, Mar 4, 2024 at 2:18 PM

I forgot to attach the memo for your signature. It's attached to this email.

Jen  
[Quoted text hidden]

-  2024 Memo to Comm - ACI Contract.docx  
66K

Bill Wilson <bill.wilson@bonnercoid.gov>  
To: Jennifer Jeffers <jen.jeffers@bonnercountyid.gov>, Bill Wilson <bill.wilson@bonnercountyid.gov>

Tue, Mar 5, 2024 at 7:56 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:** Jennifer Jeffers <jen.jeffers@bonnercountyid.gov>  
**Sent:** Monday, March 4, 2024 2:18 PM  
**To:** Bill Wilson <bill.wilson@bonnercountyid.gov>  
**Subject:** Re: ACI Contract

[Quoted text hidden]

**Jennifer Jeffers** <jen.jeffers@bonnercountyid.gov>  
**To:** Bill Wilson <bill.wilson@bonnercoid.gov>

Tue, Mar 5, 2024 at 8:12 AM

Thank you

[Quoted text hidden]

DRAFT



# BONNER COUNTY ROAD & BRIDGE

1500 Highway 2, Suite 101 • Sandpoint, ID 83864 • Phone: (208) 255-5681 – Fax: (208) 263-9084  
E-mail: roads@bonnercountyid.gov

March 12, 2024

To: County Commissioners

From: Matt Mulder, P.E., Road and Bridge Staff Engineer

Re: Advertisement for Procurement of Magnesium Chloride

R&B  
Item #1

Road & Bridge is requesting approval to advertise for procurement of magnesium chloride ("MagCl"), which is an annual procurement. We have budgeted for magnesium chloride under Road & Bridge Budget Line 002-00-00-000-8450 (\$645,000). This product is used on gravel roads to stabilize the material, reduce material loss, and reduce dust. The bid documents require that the product be delivered to various storage locations within Bonner County. Please reference the attached Bid Advertisement.

4000 tons is expected to treat approximately 400 miles of gravel roadway with a single shot of MagCl application. The product is generally placed on sections of roads with over 100 cars per day traveling on them. Some roads with heavier traffic receive double and triple applications, which is included in the total of 400 application miles.

Distribution: 1 Copy to Road & Bridge

A suggested motion would be: **I move to approve this Notice of Advertisement for the 2024 Magnesium Chloride Bid.**

Recommendation Acceptance:  yes  no \_\_\_\_\_ date: \_\_\_\_\_  
Commissioner Luke Omodt, Chair



**2024 Magnesium Chloride  
Bonner County, Idaho**

**NOTICE OF ADVERTISEMENT FOR BIDS**

Sealed Bids will be received by Bonner County at the office of the Commissioners of said County on or before the 3rd day of April 2024, until the hour of 11:30 a.m. for the 2024 Magnesium Chloride bid.

The project generally consists of supplying and delivering approximately 4,000 tons of liquid Magnesium Chloride to tank farms located in Bonner County or to trailers placed within Bonner County at various road locations.

Bids will be opened in the Office of the Commissioners at the Bonner County Administration Building on said date and time. All interested individuals are welcome to attend.

Bid forms, bidder's instructions, and specifications and contract forms may be examined at the following location:

- Bonner County Road & Bridge Office, 1500 Highway 2, Suite 101, Sandpoint, ID 83864, Phone 208-255-5681.

Copies may be obtained at the Road and Bridge Office.

All bids shall be presented or otherwise delivered to the Clerk of the Board of County Commissioners under seal with a concise statement marked on the outside thereof identifying the expenditure to which the bid pertains.

All bids shall contain one of the following forms of bidder's security in an amount equal to 5% of the amount bid: (a) Cash, (b) Cashiers Check made payable to the County, (c) Certified Check made payable to the County, or (d) bidder's bond executed by a qualified Idaho Surety Company, made payable to the County. Bids will remain subject to acceptance for 45 days after the bid opening.

Davis-Bacon Wage Rates will not be applicable to this project.

The right is reserved to reject any or all Bids.

Dated this March 12th, 2024.

\_\_\_\_\_  
Luke Omodt, Chairman

Attested by: \_\_\_\_\_  
Deputy Clerk

Publish: March 15<sup>th</sup> and 22nd, 2024



# BONNER COUNTY ROAD & BRIDGE

1500 Highway 2, Suite 101 • Sandpoint, ID 83864 • Phone: (208) 255-5681 – Fax: (208) 263-9084  
E-mail: roads@bonnercountyid.gov

March 12, 2024

To: Commissioners

From: Matt Mulder, PE Road & Bridge Staff Engineer

Re: Advertisement for Bids for the Bonner County Asphalt Projects 2024

**R&B  
Item # 2**

Road and Bridge is seeking approval to advertise for bids for the “Bonner County Asphalt Projects 2024.”

This project will place new asphalt at the following locations:

- Sunnyside Road, from the end of existing asphalt (4300 Block) to the end of County maintenance at Cedar Drive, for a total of 1.75 miles of asphalt.
- Blanchard – several intersection aprons and driveway aprons that need to be adjusted after our gravel road rebuilds in the area.

A suggested motion would be: **I move to approve this Notice of Advertisements for the Bonner County Asphalt Projects 2024.**

Recommendation Acceptance:  yes  no \_\_\_\_\_ date: \_\_\_\_\_  
Commissioner Luke Omodt, Chair

**Bonner County Asphalt Projects 2024  
Bonner County, Idaho**

**NOTICE OF ADVERTISEMENT FOR BIDS**

Sealed Bids will be received by Bonner County at the office of the Commissioners of said County on or before the 3rd day of April 2024, until the hour of 11:30 a.m. for the Bonner County Asphalt Projects 2024 bid.

The project generally consists of hauling and placing hot mix asphalt and ¾" minus gravel shouldering on Sunnyside Road, and also on several intersections and driveway aprons in Blanchard.

Bids will be opened in the Office of the Commissioners at the Bonner County Administration Building on said date and time. All interested individuals are welcome to attend.

Bid forms, bidder's instructions, and specifications and contract forms may be examined at the following location:

- Bonner County Road & Bridge Office, 1500 Highway 2, Suite 101, Sandpoint, ID 83864, Phone 208-255-5681.

Copies may be obtained at the Road and Bridge Office.

All bids shall be presented or otherwise delivered to the Clerk of the Board of County Commissioners under seal with a concise statement marked on the outside thereof identifying the expenditure to which the bid pertains.

All bids shall contain one of the following forms of bidder's security in an amount equal to 5% of the amount bid: (a) Cash, (b) Cashiers Check made payable to the County, (c) Certified Check made payable to the County, or (d) bidder's bond executed by a qualified Idaho Surety Company, made payable to the County. Bids will remain subject to acceptance for 45 days after the bid opening.

Davis-Bacon Wage Rates will not be applicable to this project.

The right is reserved to reject any or all Bids.

Dated this March 12th, 2024.

\_\_\_\_\_  
Luke Omodt, Chairman

Attested by: \_\_\_\_\_  
Deputy Clerk

Publish: March 15<sup>th</sup> and 22nd, 2024



# BONNER COUNTY EMERGENCY MANAGEMENT

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

March 12, 2024

Emergency  
Management  
Item #1

## MEMORANDUM

**To:** Commissioners

**From:** Bob Howard  
Director Emergency Management

**Re:** Contract for Hazardous Fuels Treatment

**Description:** The attached contract is between Bonner County and 3 C's Excavation 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 3 C's Excavation.

**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 3 C's Excavation for project work on the BONFire program funded by an Idaho Department of Lands Grant with no County match.**

Recommendation Acceptance:  yes  no \_\_\_\_\_ 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 3 C's EXCAVATION (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

road barriers on skid trails and roads that have been damaged by Contractor's operations.

**B. INSPECTION OF SERVICES.** "Services" includes services performed, workmanship, and material furnished or utilized in the performance of services. The Project Manager shall provide and maintain an inspection system acceptable to the COUNTY covering the services under this contract. Complete records of all inspection work performed by the Project Manager shall be provided to the COUNTY. The COUNTY has the right to inspect all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The COUNTY shall perform inspections and in a manner that will not unduly delay the work. The COUNTY'S inspection(s) shall not relieve CONTRACTOR of responsibility for the proper performance of the work or for conditions, damages or injuries that arise from the work. If the original verification inspection results are unacceptable to the Contractor, a re-inspection may be requested. Requests for re-inspection must be made in writing within five days after receipt of initial inspection results.

**C. WET WEATHER AND WINTER OPERATIONS.** No vehicles will be permitted to operate off existing roads without prior approval of the landowner. During wet weather and/or winter operations, to protect soils from displacement and the spread of noxious weeds, all mechanized operations will occur on either frozen ground or in a manner to minimize soil erosion, rutting or displacement. On-site inspections by the Project Manager will establish specific standards for mechanized operations. During wet weather events, mechanized operations will be curtailed or halted and can only commence after the Project Manager approval. During periods of high fire danger, operation times may be curtailed or mitigation provided as per the Idaho Department of Lands fire prevention requirements.

3. **COMPENSATION FOR SERVICES.** The COUNTY, in full consideration of the services to be performed pursuant to any particular Prescription, agrees to pay CONTRACTOR the amount stated in said Prescription after the Project Manager has inspected and approved the work contained therein. In no event shall payment to CONTRACTOR exceed \$50,000.00 per Prescription regardless of applicable grant funding.

The Project Manager shall authorize CONTRACTOR to submit an invoice. When requesting payment, the invoice shall be numbered and dated and shall state the project order, landowner name, the name and address to which payment shall be made, the activities completed, and the dates of completion.

This CONTRACT is contingent upon the COUNTY receiving the necessary funding, including but not limited to grant funding and grant match funds, to cover the obligations of the COUNTY. In the event that such funding is

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

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:

ANDREW CHAPMAN  
2060 E. DUFORT RD  
SAGLE ID 83860  
541-430-1823

AL190861@GMAIL.COM

NAME:

ADDRESS:

PHONE:

EMAIL

BUSINESS NAME:

~~3C's EXCAVATION LLC~~

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

including reasonable attorney's fees, arising from any or all injuries to persons or property or claims for money damages arising from acts or omissions of CONTRACTOR, CONTRACTOR's employees, agents and/or sub-consultants, however caused.

7. **INSURANCE.** CONTRACTOR agrees to obtain and keep in force during its acts under this CONTRACT a comprehensive general liability insurance policy in the minimum amount of one million dollars (\$1,000,000.00), which shall name and protect CONTRACTOR, all of CONTRACTOR's employees, the COUNTY, and the COUNTY's officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with CONTRACTOR's acts. If CONTRACTOR is excluded with regard to property damage due to fire, CONTRACTOR shall be required to purchase additional LOGGER's BROADFORM coverage, in which case the Certificate of Liability Insurance must contain a statement that it is "LOGGER'S BROADFORM" insurance or that "property damage due to fire is included in the current coverage." CONTRACTOR shall provide proof of liability coverage as set forth above to the COUNTY prior to commencing its performance as herein provided and shall require its insurer to notify the COUNTY ten (10) days prior to cancellation of said policy.
8. **WORKERS' COMPENSATION.** CONTRACTOR shall maintain in full force and effect workers' compensation for any agents, employees, and staff that CONTRACTOR may employ, and provide proof to COUNTY of such coverage or that such workers' compensation insurance is not required under the circumstances. CONTRACTOR shall provide proof of workers' compensation coverage, or proof that workers' compensation insurance is not required, as set forth above to the COUNTY prior to commencing its performance as herein provided and shall require its insurer to notify the COUNTY ten (10) days prior to cancellation of said policy.
9. **INDEPENDENT CONTRACTOR.** The parties agree that CONTRACTOR is an independent contractor of the COUNTY and is in no way an employee or agent of the COUNTY and is not entitled to workers' compensation or any benefit of employment with the COUNTY. The COUNTY shall have no control over the performance of this CONTRACT by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. The COUNTY shall have no responsibility for security or protection of CONTRACTOR's supplies or equipment.
10. **LIABILITY FOR TAXES AND MANDATORY INSURANCE CONTRIBUTIONS.** CONTRACTOR agrees to pay and be responsible for all federal, state and local taxes or contributions required under unemployment insurance, social security, workers compensation, or income tax laws with respect to CONTRACTOR's employees engaged in the performance of this CONTRACT. CONTRACTOR further agrees to indemnify and hold the COUNTY harmless from any liability or



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

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

alleged breach, the non-breaching party shall send to the breaching party, via mail, facsimile, e-mail, or other mutually acceptable delivery method, a written description of the alleged breach, and:

1. If the alleged breach can be cured, demand specific remedial action within a specified reasonable time; or
  2. If the alleged breach cannot be cured, specify any alternative performance which would be acceptable in lieu of the required performance and a specific time within which the alternative performance would be required; or
  3. If the alleged breach cannot be cured and no alternative performance is acceptable, notify the breaching party in writing of the termination of the CONTRACT as of a certain date, which shall be no less than thirty (30) days after the date of the notice, and state in the notification whether an action for breach of contract will be brought.
- C. If the defect is not corrected or alternative performance completed within the time specified, the non-breaching party may pursue any available legal remedy.
17. **CHOICE OF LAW, JURISDICTION AND VENUE.** This CONTRACT shall be governed by and interpreted under the laws of the State of Idaho. Jurisdiction and venue for any dispute arising under this CONTRACT shall be in the District Court of the First Judicial District, Bonner County, Idaho.
18. **SEVERABILITY.** If any section, subsection, paragraph, sentence, clause, or phrase of this CONTRACT should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this CONTRACT, which shall remain in full force and effect; and to this end the provisions of this CONTRACT are hereby declared to be severable.

**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: \_\_\_\_\_  
Luke Omodt, Chairman

By: \_\_\_\_\_  
Steven Bradshaw, Commissioner


By: \_\_\_\_\_  
Asia Williams, Commissioner

**ATTEST:  
MIKE ROSEDALE, CLERK**

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

DATE: \_\_\_\_\_, 2024

**CONTRACTOR**

By: 3C's EXCAVATION   
ANDREW CHAPMAN

Printed Name

DATE: 02-17, 2024



# BONNER COUNTY EMERGENCY MANAGEMENT

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

March 12, 2024

Emergency  
Management  
Item #2

## MEMORANDUM

**To:** Commissioners

**From:** Bob Howard  
Director Emergency Management

**Re:** Contract for Hazardous Fuels Treatment

**Description:** The attached contract is between Bonner County and Coppersmith Enterprises 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 Coppersmith Enterprises 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 Coppersmith Enterprises LLC for project work on the BONFire program funded by an Idaho Department of Lands Grant with no County match.**

Recommendation Acceptance:  yes  no \_\_\_\_\_ 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 COPPERSMITH ENTERPRISES, LLC (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 they 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

road barriers on skid trails and roads that have been damaged by Contractor's operations.

**B. INSPECTION OF SERVICES.** "Services" includes services performed, workmanship, and material furnished or utilized in the performance of services. The Project Manager shall provide and maintain an inspection system acceptable to the COUNTY covering the services under this contract. Complete records of all inspection work performed by the Project Manager shall be provided to the COUNTY. The COUNTY has the right to inspect all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The COUNTY shall perform inspections and in a manner that will not unduly delay the work. The COUNTY'S inspection(s) shall not relieve CONTRACTOR of responsibility for the proper performance of the work or for conditions, damages or injuries that arise from the work. If the original verification inspection results are unacceptable to the Contractor, a re-inspection may be requested. Requests for re-inspection must be made in writing within five days after receipt of initial inspection results.

**C. WET WEATHER AND WINTER OPERATIONS.** No vehicles will be permitted to operate off existing roads without prior approval of the landowner. During wet weather and/or winter operations, to protect soils from displacement and the spread of noxious weeds, all mechanized operations will occur on either frozen ground or in a manner to minimize soil erosion, rutting or displacement. On-site inspections by the Project Manager will establish specific standards for mechanized operations. During wet weather events, mechanized operations will be curtailed or halted and can only commence after the Project Manager approval. During periods of high fire danger, operation times may be curtailed or mitigation provided as per the Idaho Department of Lands fire prevention requirements.

3. **COMPENSATION FOR SERVICES.** The COUNTY, in full consideration of the services to be performed pursuant to any particular Prescription, agrees to pay CONTRACTOR the amount stated in said Prescription after the Project Manager has inspected and approved the work contained therein. In no event shall payment to CONTRACTOR exceed \$50,000.00 per Prescription regardless of applicable grant funding.

The Project Manager shall authorize CONTRACTOR to submit an invoice. When requesting payment, the invoice shall be numbered and dated and shall state the project order, landowner name, the name and address to which payment shall be made, the activities completed, and the dates of completion.

This CONTRACT is contingent upon the COUNTY receiving the necessary funding, including but not limited to grant funding and grant match funds, to cover the obligations of the COUNTY. In the event that such funding is

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

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@bonnercountyyid.gov

For the CONTRACTOR:

Cody Coppersmith  
180 School House Ln Grangeville, ID 83530  
208-451-4813  
Coppersmith21@AOL.com  
COPPERSMITH ENTERPRISES, LLC

NAME:

ADDRESS:

PHONE:

EMAIL

BUSINESS NAME:

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

including reasonable attorney's fees, arising from any or all injuries to persons or property or claims for money damages arising from acts or omissions of CONTRACTOR, CONTRACTOR's employees, agents and/or sub-consultants, however caused.

7. **INSURANCE.** CONTRACTOR agrees to obtain and keep in force during its acts under this CONTRACT a comprehensive general liability insurance policy in the minimum amount of one million dollars (\$1,000,000.00), which shall name and protect CONTRACTOR, all of CONTRACTOR's employees, the COUNTY, and the COUNTY's officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with CONTRACTOR's acts. If CONTRACTOR is excluded with regard to property damage due to fire, CONTRACTOR shall be required to purchase additional LOGGER's BROADFORM coverage, in which case the Certificate of Liability Insurance must contain a statement that it is "LOGGER'S BROADFORM" insurance or that "property damage due to fire is included in the current coverage." CONTRACTOR shall provide proof of liability coverage as set forth above to the COUNTY prior to commencing its performance as herein provided and shall require its insurer to notify the COUNTY ten (10) days prior to cancellation of said policy.
8. **WORKERS' COMPENSATION.** CONTRACTOR shall maintain in full force and effect workers' compensation for any agents, employees, and staff that CONTRACTOR may employ, and provide proof to COUNTY of such coverage or that such workers' compensation insurance is not required under the circumstances. CONTRACTOR shall provide proof of workers' compensation coverage, or proof that workers' compensation insurance is not required, as set forth above to the COUNTY prior to commencing its performance as herein provided and shall require its insurer to notify the COUNTY ten (10) days prior to cancellation of said policy.
9. **INDEPENDENT CONTRACTOR.** The parties agree that CONTRACTOR is an independent contractor of the COUNTY and is in no way an employee or agent of the COUNTY and is not entitled to workers' compensation or any benefit of employment with the COUNTY. The COUNTY shall have no control over the performance of this CONTRACT by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. The COUNTY shall have no responsibility for security or protection of CONTRACTOR's supplies or equipment.
10. **LIABILITY FOR TAXES AND MANDATORY INSURANCE CONTRIBUTIONS.** CONTRACTOR agrees to pay and be responsible for all federal, state and local taxes or contributions required under unemployment insurance, social security, workers compensation, or income tax laws with respect to CONTRACTOR's employees engaged in the performance of this CONTRACT. CONTRACTOR further agrees to indemnify and hold the COUNTY harmless from any liability or



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

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.** The parties mutually agree that the COUNTY has entered into this CONTRACT to secure the personal services of CONTRACTOR and, as such, this CONTRACT is not subject to transfer, assignment, or conveyance without the consent of the COUNTY. 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

alleged breach, the non-breaching party shall send to the breaching party, via mail, facsimile, e-mail, or other mutually acceptable delivery method, a written description of the alleged breach, and:

1. If the alleged breach can be cured, demand specific remedial action within a specified reasonable time; or
  2. If the alleged breach cannot be cured, specify any alternative performance which would be acceptable in lieu of the required performance and a specific time within which the alternative performance would be required; or
  3. If the alleged breach cannot be cured and no alternative performance is acceptable, notify the breaching party in writing of the termination of the CONTRACT as of a certain date, which shall be no less than thirty (30) days after the date of the notice, and state in the notification whether an action for breach of contract will be brought.
- C. If the defect is not corrected or alternative performance completed within the time specified, the non-breaching party may pursue any available legal remedy.
17. **CHOICE OF LAW, JURISDICTION AND VENUE.** This CONTRACT shall be governed by and interpreted under the laws of the State of Idaho. Jurisdiction and venue for any dispute arising under this CONTRACT shall be in the District Court of the First Judicial District, Bonner County, Idaho.
18. **SEVERABILITY.** If any section, subsection, paragraph, sentence, clause, or phrase of this CONTRACT should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this CONTRACT, which shall remain in full force and effect; and to this end the provisions of this CONTRACT are hereby declared to be severable.

**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: \_\_\_\_\_  
Luke Omodt, Chairman

By: \_\_\_\_\_  
Steven Bradshaw, Commissioner

By: \_\_\_\_\_  
Asia Williams, Commissioner

**ATTEST:**  
MIKE ROSEDALE, CLERK

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

DATE: \_\_\_\_\_, 2024

**CONTRACTOR**

By: Cody Coppersmith

*[Signature]*

Printed Name

DATE: 3-4, 2024



Alisa Schoeffel <alisar.schoeffel@bonnercountyid.gov>

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## Meeting Item

1 message

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**Asia Williams** <asia.williams@bonnercountyid.gov>

Tue, Mar 5, 2024 at 11:02 AM

To: Alisa Schoeffel <alisar.schoeffel@bonnercountyid.gov>, Jessi Reinbold <jessi.reinbold@bonnercountyid.gov>, Travis Haller <travis.haller@bonnercountyid.gov>, Jacob Gabell <jake.gabell@bonnercountyid.gov>, Brandon Cramer <brandonleecramer@gmail.com>

Alisa,

Please add the following item on the agenda

Discussion regarding using AI/Drone technology to assist in planning activities such as building location permits.

Thank you

Asia Williams SSBB, LPN, MBA  
Bonner County Commissioner District 2  
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