



Bonner County

Board of Commissioners

Luke Omodt

Steve Bradshaw

Asia Williams

**CONSENT
AGENDA**

March 26, 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 March 19, 2024
- 2) Invoice Over 5K: Solid Waste; Road & Bridge; Technology (Confidential)
- 3) Plats for Approval: MLD0043-23, McGhee Summer Place East; MLD0064-23, Bonnie’s Paradox; MLD0060-23, Viewcrest Estates

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

March 19, 2024 – 9:00 A.M.

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

On Tuesday, March 19, 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 Mr. John Dupree, 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. 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 March 12, 2024
- 2) Invoice Over 5K: Facilities; Road & Bridge; Technology (2 Confidential)
- 3) Clerical Correction: Planning File #VS0001-23 Scrivener's Error
- 4) Solid Waste Request for Collection Site Closure
- 5) Plats for Approval: MLD0003-24, Noble Estates
- 6) Human Resources Job Description Updates - Public Records Administrator, EMS Captain – MSO, EMS Chief, Solid Waste Field Operations Manager, Payroll Accountant Trainer

Commissioner Williams made a motion to amend the consent agenda by removing the job description for the BOCC Office Administrator for additional discussion. No second, the amendment to the motion dies. Commissioner Bradshaw made a motion to adopt the consent agenda as presented. Commissioner Omodt stepped down from the chair and seconded the motion. Discussion among the board and Clerk Mike Rosedale. Roll call vote: Commissioner Williams – No, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

CLERK – Michael Rosedale

- 1) Action Item: Discussion/Decision Regarding FY24 Claims Batch #12 \$1,227,717.02 & Demands in Batch #12 \$356,724.77 **Totaling \$1,584,441.79**

Commissioner Williams made a motion to approve payment of the FY24 Claims and Demands in Batch #12 Totaling \$1,584,441.79. 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 #12 \$226,575.49 & Demands in Batch #12 \$23,393.66, **Totaling \$249,969.15**

Commissioner Bradshaw made a motion to approve payment of the FY24 EMS Claims and Demands in Batch #12 Totaling \$249,969.15. Commissioner Williams seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

SOLID WASTE – Melissa Gault

- 1) Action Item: Discussion/Decision Regarding Colburn Improvements Project Change Order #5; \$108,212.29

Commissioner Bradshaw made a motion that the County approve S&L Undergrounds, Inc Change Order #5 in the amount of \$108,212.29 for Overcurrent protective device, attendant site office relocation, canopy bracing, and the waste transfer building apron. I further authorize the Chairman to sign the Change Order administratively. Commissioner Williams seconded the motion to advance for discussion. Brief discussion with the board and Solid Waste. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

RECREATION– Pete Hughes

- 1) Action Item: Discussion/Decision Regarding Garfield Bay Recreation Area Agreement Amendment, Idaho Department of Fish and Game

Commissioner Williams made a motion to sign the updated Garfield Bay Recreation License Agreement. Commissioner Bradshaw seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

DRUG COURT – Tori Cavender presented by Carlene Behringer

- 1) Action Item: Discussion/Decision Regarding Moon Security, Memorandum of Understanding
Commissioner Bradshaw made a motion to approve the Memorandum of Understanding with Moon Security. 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 Averhealth, Memorandum of Understanding
Commissioner Williams made a motion to approve the Memorandum of Understanding with Averhealth. Commissioner Bradshaw seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

PROSECUTOR– Louis Marshall

- 1) Action Item: Discussion/Decision Regarding Outside Counsel Assignment
Discussion with Prosecutor Marshall regarding IT/Technology and the board and the potential to request funding for outside counsel for litigation within the County.

BOCC – Commissioner Luke Omodt

- 1) Action Item: Discussion/Decision Regarding Easement Agreement, Beardmore Landing, Bonner Park West Access

Commissioner Bradshaw made a motion to approve the Easement Agreement with Brian Runberg/Beardmore Landing for a period of three years. Commissioner Williams seconded the motion to advance for discussion. Brief discussion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

BOCC – Commissioner Asia Williams

- 1) Discussion: Oath of office, is the oath taken in conflict with the Constitution
Commissioner Williams invited Dan Rose to discuss this item.
Dan Rose presented his concern regarding this issue being in conflict with Idaho's Constitution and Idaho Code. Clerk Mike Rosedale provided a legal opinion from Bill Wilson.

- 2) Discussion of Ordinance: is the ordinance in conflict with the Constitution denying comments that are critical or negative views of elected

Commissioner Williams discussed BC Code and Ordinance regarding public comment and participation in meetings and public comment being protected by the first amendment, citing court cases regarding this item. Commissioner Williams invited public comment on this item.

Spencer Hutchings - Cited court cases regarding this Ordinance and it being unconstitutional.

Discussion among the board, Commissioner Omodt advised that the Ordinance will be followed. Further discussion among the board.

Commissioner Williams struck items #3-12 from the agenda.

- 3) Action Item: Discussion/Review/Decision: public comment after each agenda item to include BOCC items
- 4) Action Item: Discussion/Review/Decision-Public comment procedure, denial of certain citizens right to free speech
- 5) Discussion/Review- What is the counties liability for the citizen's arrest
- 6) Action Item: Discussion/Review/Decision: Is the google document requiring a topic and providing an email address something that is constitutional, what happens to the data
- 7) Action Item: Discussion/Review/Decision- Who is paying for the litigation from the tort for Luke Omodt, Steve Bradshaw and Bonner County
- 8) Action Item: Discussion/Review/Decision- what constitutes county business, defined by each commissioner
- 9) Action Item: Discussion/Review/Decision: Should Bonner County set rules for public comment and clearly agendize when people can comment
- 10) Action Item: Discussion/Decision with Bill Wilson to speak on whether or not Commissioner Williams has the right to give public comment
- 11) Action Item: Discussion/Decision- marking items on the agenda that will allow for public comment
- 12) Action Item: Discussion/Decision--randomizing the order of voting

PUBLIC COMMENT *

Wayne Martin – Request for a response to agenda items next week regarding SW office relocation, the BOCC easement agreement having a cost.

Dan Welle – Discussed future commissioner chat with the Marine Division and recreation. Briefly discussed public participation at the business meeting and stopping the public from speaking.

Dimitri Borisov – Requested clarity regarding Farm Bureau insurance decision.

Amy Lunsford – A lawsuit was settled for over \$100k from the SO for blocking a citizen's first amendment rights on Facebook. Tired of hearing elected officials being in "camps." Question regarding political meetings.

Jennifer Cramer – Question on the SW change Order #5 concrete apron, if it is a design change and not inflationary, there should be transparency on explanation and questioned the oversight of this project.

Kristina Nicholas Anderson – Appreciative of Prosecutor Marshall's explanation for file safety, but this brought concern about why the Fairground's IT be moved to the SO's IT. Requested this be investigated by Louis Marshall. Thinks the public should be allowed to comment on each item, however Commissioner Williams allowing the public to present and argue takes up the time that the public is allowed to comment.

Kevin Moore – Questioned the culverts on the consent agenda. Discussed the oath of office taken by elected officials and equal/fairness and following the laws.

Spencer Hutchings – Questioned the Audit of the Fairboard and what was on the laptop, has been asking for a year and the public wants answers. Request an agenda item on the property by the SO.

Brandon Cramer – Asked that the struck agenda items #3-12 for Commissioner Williams be brought back to next week. Commented on how the State runs their meetings but there is a lack of a privacy policy online. It would be useful to get a project review for the Colburn project on the agenda.

Dave Bowman – Discussed the SW management project item, change orders happen and there is a reason for them, and these were oversights and were not inflationary. Wants Commissioner Williams' items back next week.

Jeff Weimer – Questioned the oversight of the Prosecutor’s Office and how this office has mishandled some cases and how they are managed, suggested a review of their SOP’s.

Rick Cramer – Asked if the definition of county business was discussed. Questioned the cost of recesses during meetings.

Shari Dovale – Would like to know the costs of time wasted and an IAC meeting. Wants to know why a Commissioner is not allowed to make public comments but the Clerk is.

At 10:42 a.m. Commissioner Omodt called for a recess until the scheduled Executive Session at 11:00 a.m.

Reconvened at 11:00 a.m.

11:00 A.M. EXECUTIVE SESSION – Human Resources

- 1) Executive Session under Idaho Code § 74-206 (1) (A) Hiring
Action Item: Discussion/Decision Regarding Hiring, Solid Waste

At 11:00 a.m. Commissioner Bradshaw made a motion to go into Executive Session under Idaho Code § 74-206 (1) (A) Hiring. Commissioner Williams seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

Reconvened at 11:05 a.m.

Commissioner Bradshaw made a motion to proceed as discussed regarding Solid Waste depending on Auditor’s approval. Commissioner Williams seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes.

- 2) Executive Session under Idaho Code § 74-206 (1) (B) Personnel
Action Item: Discussion/Decision Regarding Tuition Reimbursements (3)

At 11:06 a.m. Commissioner Bradshaw made a motion to go into Executive Session under Idaho Code § 74-206 (1) (B) Personnel. Commissioner Williams seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

Reconvened at 11:14 a.m.

Commissioner Bradshaw made a motion to proceed as discussed regarding Tuition Reimbursements. Commissioner Omodt stepped down from the chair and seconded the motion. Brief discussion. Roll call vote: Commissioner Williams – No, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes.

The meeting was adjourned 11:15 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 March 11, 2024 – March 18, 2024
Copies of the complete meeting minutes are available upon request.

On Wednesday, March 13, 2024, a Planning Hearing was held pursuant to Idaho Code §74-204 (2). Commissioner Bradshaw made a motion to approve the recommended updates to the Natural Resources component of the Comprehensive Plan, File AM0001-24, as presented or as amended in this hearing, finding that it is in accord with the requirements of Idaho Code §67-6508 and the procedures of Idaho Code §67-6509. This action does not result in a taking of private property. Commissioner Williams seconded the motion. Roll call vote: Commissioner Williams

– Yes; Commissioner Omodt – Yes; Commissioner Bradshaw – Yes. The motion carries. Commissioner Bradshaw made a motion to approve Resolution #2024-26, adopting the recommended updates to the Natural Resources component of the Comprehensive Plan, File AM0001-24 and repealing the previously adopted Natural Resources component of the Comprehensive Plan. Commissioner Williams seconded the motion. Roll call vote: Commissioner Williams – Yes; Commissioner Omodt – Yes; Commissioner Bradshaw – Yes. The motion carries. Commissioner Williams made a motion to approve FILE AM0016-23 to amend subchapters 12-332, 12-333, 12-484, and 12-802 of Title 12, Bonner County Revised Code, finding that it is in accord with the general and specific objectives of the Bonner County Comprehensive Plan as enumerated in the following findings of fact and conclusions of law: Conclusion 1: The proposed amendment is in accord with Idaho Code, Title 31, Chapter 7. Conclusion 2: The proposed amendment is in accord with Idaho Code Title 67, Chapter 65. Conclusion 3: The proposed amendment is in accord with the general and specific objectives of the Bonner County Comprehensive Plan. This decision is based upon the evidence submitted up to the time the Staff Report was prepared and testimony received at this hearing. I further move to adopt the findings of fact and conclusions of law as set forth as amended during this hearing and direct planning staff to draft written findings and conclusions to reflect this motion, have the Chairman sign, and transmit to all interested parties. This action does not result in a taking of private property. Commissioner Bradshaw seconded the motion. Roll call vote: Commissioner Williams – Yes; Commissioner Omodt – Yes; Commissioner Bradshaw – Yes. The motion carries. Commissioner Williams made a motion to approve an Ordinance of Bonner County, Idaho, the number to be assigned, citing its authority, and providing for the amendment of Title 12, Bonner County Revised Code as amended in this hearing, and providing for an effective date. Commissioner Bradshaw seconded the motion. Roll call vote: Commissioner Williams – Yes; Commissioner Omodt – Yes; Commissioner Bradshaw – Yes. The motion carries.

On Thursday, March 14, 2024, an Executive Session was held pursuant to Idaho Code § 74-206 (1) (B) Personnel.

On Thursday, March 14, 2024, an Executive Session was held pursuant to Idaho Codes § 74-206 (1) (B) Personnel & 74-206 (1) (A) Hiring.

On Thursday, March 14, 2024, a Planning Update was held pursuant to Idaho Code §74-204 (2). Executive Session: At 1:57 Commissioner Bradshaw made a motion to enter into pursuant to Idaho Code §774-206(1)(F) Litigation. Commissioner Williams seconded the motion. Roll Call Vote: Commissioner Williams – Yes; Commissioner Omodt – Yes; Commissioner Bradshaw – Yes. Reconvened at 2:22 p.m. Commissioner Bradshaw made a motion to proceed as discussed. Commissioner Williams seconded the motion. Roll Call Vote: Commissioner Williams – Yes; Commissioner Omodt – Yes; Commissioner Bradshaw – Yes.

On Monday, March 18, 2024, a Special Meeting with Justice Services and the Idaho Department of Juvenile Corrections was held pursuant to Idaho Code §74-204 (2).

On Monday, March 18, 2024, Five Year Employee Appreciation certificates were presented.

ATTEST: Michael W. Rosedale

By _____
Chairman Luke Omodt

By _____
Deputy Clerk

Date



BONNER COUNTY SOLID WASTE

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

03/26/2024

SOLID
WASTE
Consent
Agenda

Memorandum

To: Commissioners

From: Bob Howard, Solid Waste Director

Re: Blanchard Seal Coat

The Solid Waste Department is requesting approval to crack seal and sealcoat the Blanchard solid waste collection site.

1. Black Canvas Sealcoat \$10,118.80
2. All Ways Asphalt Sealing \$11,240.00
3. Selkirk Sealcoat \$12,657.50

Black Canvas Sealcoat was the low bid. Their attached estimate is to clean, and apply crack sealer and sealant to the Blanchard solid waste collection site.

Auditing Approval 

Distribution: Original to BOCC
Email copy to Bob Howard and Melissa Gault

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



BONNER COUNTY ROAD & BRIDGE

1500 Highway 2, Suite 101 • Sandpoint, ID 83864 • Phone: 208-255.5681 Fax: 208-263.9084
email: roads@bonnercountyid.gov

Memorandum

Road & Bridge
Consent
Item #1

Date: March 26th, 2024

To: Board of County Commissioners

From: Jason Topp, Director
Road & Bridge Department

Re: Over \$20,000.00 Procurement request. BEST BUY Automotive Equipment

Idaho Code 67-2803 (2) Public Procurement of Goods and Services Bidding \$0 to \$75,000.00 No Bidding Requirements.

This is for authorization to purchase a new truck lift for our district 3 shop as the old one is over 25 years old, broken beyond repair and we can no longer get parts for it to keep it in service. This will be something we surplus at a later date. The new purchase will be an iDeal Lift MSC-18-x-6108 18,000 lb. per Mobile ALI Column Lifting System (set of 6) for the total sum of \$62,749.00. This will be funded from our line item 002-9520-Capital Heavy Equipment that has an unobligated amount of \$250,000.00.

Please see attached Quote.

Distribution: _____ Electronic Copy to BOCC Office
_____ Originals to Road and Bridge Department

Accounting Review: _____

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



Sales Quote

EST28735

Best Buy Auto Equipment

42660 Rio Nedo
Temecula CA 92590
United States
(800) 647-7883

Acct. No.	Date
160570	1/17/2024

Bill To		Phone Number: (208) 290-6732		Ship To		Phone Number: (208) 290-6732			
BONNER COUNTY ROAD & BRIDGE TOM KLOPMAN 1620 BALDY MOUNTAIN RD Sandpoint ID 83864 United States				BONNER COUNTY ROAD & BRIDGE TOM KLOPMAN 1620 BALDY MOUNTAIN RD Sandpoint ID 83864 United States					
Terms		PO #		Sales Rep		Reference #		Shipping Code (2)	
Net 30				Cosmo K Paulsen					
Qty	Item	Description			Price	Amount	Tax R...		
1	iDeal-MSC-18K-X-6108	iDeal Lift MSC-18K-X-6108 18,000lb. Per Mobile ALI Column Lifting System (Set of 6)			59,999.00	59,999.00	0.0%		
Subtotal						59,999.00			
Shipping Cost (LTL)						2,750.00			
Total						62,749.00			

Lift Certifications - ALI
Please note that some local government agencies require lifts to be ALI Certified. It is the customer's responsibility to research these requirements PRIOR TO ORDERING and select equipment that meets those requirements, if necessary.

Shipment Disclaimer
Best Buy Automotive Equipment does not guarantee ANY delivery dates
- Always Sign For "Possible Hidden Damage", Given That Damage Is Often Concealed.
- Please ensure you fully inspect the equipment for damage before you sign and before the driver leaves. IF there is damage, the best procedure is to refuse the shipment, in which case, our factory will automatically issue a credit, and we can then re-order. IF there is damage and you do not want to refuse the equipment, you will be responsible for ordering/paying for replacement parts, and filing a freight claim with the carrier
- Additionally, Freight Charge is Subject to Increase if:
1-The driver is made to wait over 30 minutes
2-You do not keep your appointment with the freight company
3- After completion of purchase, you add extra delivery services including but not limited to: Liftgate, Inside Delivery, Etc.
You will be billed for these charges.
- Missing components must be reported within 72 hours.

General Disclaimer
The purchaser, and/or lessee, agrees that title to merchandise listed herewith shall remain with BEST BUY AUTO EQUIPMENT, INC. until the purchase price has been paid in full; purchaser, and/or lessee agrees to permit removal of said merchandise if the terms and conditions of this agreement have not been met. Purchaser agrees that a late charge of 3% of balance per day will be assessed if payment is not made within terms. Purchaser agrees to release the equipment immediately to BEST BUY AUTO EQUIPMENT, INC. if delinquency of payment extends longer than 30 days without exception. A 20% restocking fee will be enforced. Purchaser agrees to pay all reasonable expenses and attorney fees incurred by Seller in connection with any repossession or sale of the property, or otherwise incurred by reason of Buyer's Default as permitted by law. Time is of the essence in this agreement. The terms and conditions of this agreement are subject to approval of BEST BUY AUTO EQUIPMENT, INC. Purchaser understands that seller is a manufacturers distributor and therefore all claims against the merchandise are covered under manufacturers warranty and/or terms and condition of sale. This is a legal and binding agreement upon approval by BEST BUY AUTO EQUIPMENT, INC.

Returns Disclaimer
1>Returns must be authorized prior to return. An RMA # will be issued upon return authorization. The returned merchandise must be new, complete and in its original packaging.
2.You will be charged the total cost of shipping the item to you and the cost of shipping the item back to Best Buy Automotive Equipment. Note: Free shipping items are not exempt from this two-way shipping cost applied to returned items.
3.Restocking charge will be calculated at 20% of purchased product price for all returned items.
4.The return must be made within 30 days of invoice date.
5.Please include a copy of your original invoice with your return.
6.Securely pack the product and send it with shipping and insurance charges prepaid to the shipping location determined by Best Buy Automotive Equipment.

Bonner County Planning Department

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



Board of County Commissioners Memorandum

March 19, 2024

To: Board of County Commissioners
From: Alex Feyen, Bonner County Planner
Subject: Final plat, MLD0043-23-McGhee Summer Place East

The above referenced plat is a minor land division dividing a 5.30-acre lot into two (2) lots, one (1) 2.49-acre and one (1) 2.79-acre lot. The property is zoned Recreation and meets the requirements of that zone. The applicants were granted an Administrative Exception by the Bonner County Planning Department to allow for a 2.49-acre lot where 2.50-acres is required and a depth-to-width ratio of 3.3 where 3.2 is required, recorded on December 29, 2023 at instrument number 1029090. The property is served by individual wells, individual septic systems, North Side Fire District and Avista Utilities. The property is accessed off Genias View, a privately owned and maintained road. The parcel is located in a portion of Section 02, Township 57 North, Range 01 West, Boise Meridian, Idaho. The plat was approved by Bonner County on November 2, 2023.

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

Legal Review: _____

Distribution: Jake Gabell
Janna Brown
Alex Feyen

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

Consent Agenda

Recommendation Acceptance: Yes No

Commissioner Luke Omodt, Chairman

Date: _____

Bonner County Planning Department

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



Board of County Commissioners Memorandum

March 19, 2024

To: Board of County Commissioners
From: Rob Winningham, Bonner County Planner
Subject: Final plat, MLD0064-23 – BONNIE'S PARADOX

The above referenced plat is a minor land division dividing a one (1) 20.13-acre parcel into one (1) 5.04-acre lot and one (1) 15.09-acre lot. The property is zoned Rural 5 (R-5) and meets the requirements of that zone. The property is served by individual well, individual septic system, and Northern Lights, Inc. The property is accessed off Paradox Road, a private easement. The parcel is located in a portion of Section 6, Township 55 North, Range 5 West Boise Meridian, Idaho. The plat was approved by Bonner County on February 22, 2024.

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

Legal Review: _____

Distribution: Jake Gabell
Janna Berard
Rob Winningham

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

Consent Agenda

Recommendation Acceptance: Yes No

Commissioner Luke Omodt, Chairman

Date: _____

Bonner County Planning Department

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



Board of County Commissioners Memorandum

March 20, 2024

To: Board of County Commissioners
From: Rob Winningham, Bonner County Planner
Subject: Final plat, MLD0060-23 – VIEWCREST ESTATES

The above referenced plat is a minor land division dividing one (1) 11.94-acre lot into one (1) 6.60-acre lot and one (1) 5.34-acre lot. The property is zoned Rural 5 (R-5) and meets the requirements of that zone. The property is served by individual well, individual septic, and Avista Utilities. The property is accessed off Forest Way, a Bonner County owned, privately maintained right-of-way. The parcel is located in a portion of Section 19, Township 54 North, Range 5 West, Boise Meridian, Idaho. The plat was approved by Bonner County on January 18, 2024.

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

Legal Review: _____

Distribution: Jake Gabell
Janna Berard
Rob Winningham

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

Consent Agenda

Recommendation Acceptance: Yes No

Commissioner Luke Omodt, Chairman

Date: _____



BONNER COUNTY EMERGENCY MANAGEMENT

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

March 26, 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 The Mountain View Company 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 The Mountain View Company.

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 The Mountain View Company 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 The Mountain View Company (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@bonnercountyid.gov

For the CONTRACTOR:

David Breakey, Max Poole
179 Colville Ln, Ponderay, ID 83852
208-481-1861
david@themountainviewcompany.com
The Mountain View Company

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.** 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: David Breakey
Max Poole

Printed Name David Breakey, Max Poole

DATE: 03/06 _____, 2024



BONNER COUNTY ROAD & BRIDGE

1500 Highway 2, Suite 101 • Sandpoint, ID 83864 • Phone: 208-255.5681 Fax: 208-263.9084
email: roads@bonnercountyid.gov

Memorandum

Road &
Bridge
Item #1

Date: March 26th, 2024

To: Board of County Commissioners

From: Jason Topp, Director
Road & Bridge Department

Re: SUPERIOR BROOM

Road and Bridge is requesting to purchase a new 2024 Superior SM-74-J Broom from PAPE Machinery. This will be used for sweeping roads in Bonner County using the governmental (Sourcewell) contract ID #111522-SBM for the sum of \$90,200.00.

Please see the attached quote for \$90,200.00 Funds will come from line item 002-9520 Capital Heavy Equipment that has an unobligated amount of \$250,000.00.

Distribution: Electronic Copy to BOCC Office

Originals to Road and Bridge Department

Auditors

Legal

- A suggested motion would be: Based on the information presented I move to approve the purchase of the 2024 Superior SM-74-J Broom from Pape Machinery Utilizing the governmental Sourcewell contract ID # 111522 for the sum of \$90,200.00.

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


MACHINERY
Quote Summary

Prepared For:
 BONNER COUNTY ROAD & BRIDGE
 123 S 1ST AVE
 SANDPOINT, ID 83864
 Business: 208-265-1497

Prepared By:
 JASON JONES
 Pape Machinery, Inc.
 33693 Mcfarland Road
 Tangent, OR 97389
 Phone: 541-812-0207
 Mobile: 509-671-0449
 jjones@papemachinery.com

This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.

Quote Id: 30264268
Created On: 23 January 2024
Last Modified On: 13 March 2024
Expiration Date: 31 March 2024

Equipment Summary	Selling Price	Qty	Extended
SUPERIOR SM-74-J (Sourcewell pricing contract #111522-SBM)	\$ 90,200.00 X	1 =	\$ 90,200.00
Equipment Total			\$ 90,200.00

Quote Summary

Equipment Total	\$ 90,200.00
SubTotal	\$ 90,200.00
Total	\$ 90,200.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 90,200.00

Salesperson : X _____

Accepted By : X _____

Selling Equipment



Quote Id: 30264268

Customer: BONNER COUNTY ROAD & BRIDGE

SUPERIOR SM-74-J (Sourcewell pricing contract #111522-SBM)

Hours: 0

Stock Number:

Code	Description	Qty
SM74J	8' front mount self powered broom	1
Dealer Attachments		
Discount	Additional Pape Machinery Discount	1
Seat	Air ride seat add on	1



Quotation:

Date of Issue: 1/22/2024

Option	Description
x	Model SM74J Superior Broom Tier 4 FINAL John Deere 4045 74 hp Diesel *2 year/2000 hour John Deere engine warranty

Standard Equipment On Superior Broom SM model

*8 Ft. Poly tube brush (one piece quick change tube broom)	*30 gallon fuel tank
*Enclosed Cab w/ front wiper, washer & one door	*Hydraulic Brush Down Pressure Gauge
*Pressurized air conditioning - 35,000 BTU	*Dual hydrostatic transmission foot controls
*Certified Roll - Over Protection Structure	*Heavy duty 12 gauge core cover
*Heater & defroster fan	*Rexroth hydrostatic drive transmission
*Suspension Seat	*Full instrument package, power steering, seat belt & traffic horn
*150 gallon water sprinkler system	*Disc park brake
*Extension air cleaner stack	*4 - wheel hydraulic drum brakes
*Enginaire turbo precleaner	*Electronic joystick for swing, lift, functions
*ST225/75R15" radial tires	*Full engine cover w/ side & rear swing out doors
*Light Group- headlamps, turn signals, stop & tail lights	*Large capacity dual element air cleaner
*Strobe light- Amber color	*Rubber Rock Deflector
*West Coast Mirrors w/ 8" Convex Mirrors	*Back-up alarm
*Heavy duty 3/4 ton front drive axle	*Color display monitor

OPTIONAL EQUIPMENT

x	Cab w/ 2 doors & wiper-washer		
x	Rear window wiper & washer		
x	Deluxe midback suspension seat (Mag 200)		
	12 volt midback air ride suspension seat		
x	Tilt & telescoping steering column		
x	AM/FM CD & Bluetooth stereo		
x	Audible engine alarm & warning light		
x	Block heater		
x	Hydraulic temperature gauge		
x	Vandalism package		
	Side work lights		
	Rear work lights		
x	Emergency brake safety system		
x	Side shift option (dual nitrate shafts with greaseless linear sleeves)		
	Reversing brush		
x	8 Foot Poly wafer brush		
x	LED Light Package - Light Group and Strobe Light		
x	Dual LED Stop, Turn, Brake, Strobe, & Reverse (w/ LED Light Group)		
x	Back up camera & color display screen		



BONNER COUNTY ROAD & BRIDGE

1500 Highway 2, Suite 101 • Sandpoint, ID 83864 • Phone: 208-255.5681 Fax: 208-263.9084
email: roads@bonnercountyid.gov

Memorandum

ROAD &
BRIDGE
Item #2

Date: March 26th, 2024
To: Bonner County Commissioners
From: Jason Topp, Director
Re: Road and Bridge Budget – Budget adjustment

Idaho code 31-1605 provides that the Board of County Commissioners may adjust the budget as adopted, provided that there shall be no increase in anticipated property taxes.

Bonner County Road and Bridge is looking to purchase four (4) new dump trucks within this fiscal year. We are requesting to adjust the budget lines 002-8430 Crushed Rock, 002-8440 Sand, and 002-8760 contract roads to increase line item 002-9520 Capital Heavy Equipment by \$1,239,436.00

This will have no increase to the adopted budget and is only moving the monies within it, to properly report on actual monies being spent in the correct line items.

Road & Bridge requests the Commissioners authorize the Clerk to open the FY2024 budget and adjust the line items as presented in the attached resolution. Please reference the attached budget amendment resolution.

Distribution: _____ Road and Bridge Department
Copy to Auditors

Review:  Auditors

 Legal

A suggested motion would be: I move to approve Resolution 24- 27, authorizing the Clerk to open the Road and Bridge FY2024 budget and make the appropriate adjustments to Bonner County Road and Bridges "B" and "C" Budget as detailed in the Resolution.

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

RESOLUTION NO. 24 - _____
**Reducing Road & Bridge 002-8760 Contract Roads and Increasing and reducing
002-8430 Crushing and reducing 002-8440 Sand**

Adjust line items in FY 2024 "B" Budget

WHEREAS, Idaho Code 31-1605 provides that the Board of County Commissioners may adjust the budget as adopted, provided that there shall be no increase in anticipated property taxes; and,

WHEREAS, Bonner County received unanticipated Revenue from the state of Idaho in the sum of \$995,815.85 from excess taxes the state of Idaho received and these monies are intended for road maintenance and was distributed to all the local jurisdictions for such use.

WHEREAS, these payments of unanticipated revenue were placed in the Road and Bridge Budget Fiscal 2024 under Contract Roads 002-8760 and whereas some of this money could be shifted and used for our crushed rock needs 002-8430 Crushed Rock and 002-8440 Sand.

WHEREAS, Road and Bridge would like to use the monies currently in the lines 002-8430 Crushed Rock and 002-8440 Sand to purchase Heavy Trucks and shift these monies to 002-9520 Capital Heavy Equipment to cover the cost of these purchases

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Bonner County, Idaho hereby authorizes the Clerk to open the Road & Bridge FY24 budget and reduce object lines 002-8760- Contract Roads by \$930,200.00 and move to line 002-8430 Crushed Rock. Then Reduce line Item 002-8430 Crushed rock by \$998,847.00 and increase line Item 002-9520 Capital Heavy Equipment by \$998,847.00. Then Reduce 002-8440 Sand by \$240,589.00 and increase line 002-9520 Capital Heavy Equipment by \$240,589.00 for a total increase to Capital Heavy Equipment of \$1,239,436.00 and leaving \$930,200.00 in 002-8430 Crushed Rock.

The foregoing was duly enacted as a Resolution of the Board of County Commissioners of Bonner County, Idaho, on this 26th day of March 2024.

BOARD OF BONNER COUNTY COMMISSIONERS

Luke Omodt, Chairman

Steven Bradshaw, Commissioner

Asia Williams, Commissioner

ATTEST: Michael Rosedale

By _____
Deputy Clerk

DRAFT



PARKS AND WATERWAYS DEPARTMENT

1500 Highway 2, Suite 101 • Sandpoint, ID 83864 • Phone: (208) 255-5681 Ext. 4

March 26, 2024

Recreation
Item #1

Memorandum

To: Commissioners
From: Pete Hughes
Recreation Director
Re: Waterways Budget Adjustment

Bonner County Waterways would like to request a budget adjustment and transfer \$4,000.00 from Org 038-9000, Grant County Match to Org 038-8460, Signs.

Waterways did not apply for a grant during the FY 24 season and would like to focus the funds on replacement signage. Specifically, these funds would be used to purchase new Navigation Lights as part of a campaign to replace all remaining discontinued models.

Auditing

Legal

Distribution: Copy to BOCC
Original copy to Pete Hughes, Recreation

A suggested motion would be: Mr. Chairman, based on the information before us, I move to approve Resolution #2024- 28 and allow the Clerk to open the budget, transferring \$4,000.00 from Org 038-9000 to Org 038-8460.

Recommendation Acceptance: yes no _____
Commissioner Luke Omodt, Chairman

Date: _____

RESOLUTION #2024-_____

**WATERWAYS
FY 2024 BUDGET ADJUSTMENT**

WHEREAS, Idaho Code §31-1605 and §31-808 provides that the Board of County Commissioners may adjust the budget as adopted, provided that there shall be no increase in anticipated property taxes; and

WHEREAS, Bonner County Parks and Waterways would like to apply \$4,000.00 to their FY2024 budget; and

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners of Bonner County, Idaho authorize the County Clerk to open the Budget and make the following changes, to wit;

Transfer funds from account Org 038 Object 9000-Grant County Match, to account Org 038 Object 8460-Signs, in the amount of \$4,000.00.

ADOPTED As a resolution of the Board of Commissioners of Bonner County upon a majority voted on the _____ Day of March, 2024.

Dated this _____ Day of March, 2024.

BOARD OF BONNER COUNTY COMMISSIONERS

Luke Omodt, Chairman

Asia Williams, Commissioner

Steven Bradshaw, Commissioner

ATTEST: Michael W. Rosedale

By _____
Deputy Clerk



Bonner County

Board of Commissioners

Asia Williams

Luke Omodt

Steve Bradshaw

March 26, 2024

MEMORANDUM

To: Commissioners

Re: Letter to re-nominate Mr. Bill Rickabaugh as Director from Bonner County to the District #1 Animal Damage Control Board

Description: The Wool Growers Association has requested the BOCC to consider re-nominating Mr. Bill Rickabaugh to the District #1 Animal Damage Control Board. This nomination is done in accordance with Idaho Code 25-2612.

Mr. Rickabaugh is involved in Idaho's livestock industry and is very knowledgeable regarding the agricultural industries that comprise the base for Idaho's economy. He has been active in this state's Animal Damage Control Program and has represented Bonner County well on the district board.

Distribution: Mail the letter of support to the Wool Growers Association and Mr. Bill Rickabaugh.

A suggested motion would be: **Mr. Chairman based on the information before us I move to approve the re-nomination of Mr. Bill Rickabaugh as the Director from Bonner County to the District #1 Animal Damage Control Board and instruct our staff to send a notification letter of appointment to the Idaho Wool Growers Association and Mr. Bill Rickabaugh.**

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

Idaho Wool Growers Association

Organized September 1893, At Mountain Home, Idaho

OFFICERS

Jack Blattner
President
Kuna

J.C. Siddoway
Vice President
St. Anthony

Liz Wilder
Executive Director
Caldwell

February 9, 2024

Bonner County Commissioners
Care of: Michael W. Rosedale
1500 HWY 2 Suite 124
Sandpoint, ID 83864

Dear Bonner County Commissioners,

The Idaho Wool Growers Association welcomes this opportunity to renominate Mr. Bill Rickabaugh, 457 Ben Morris Road, Priest River, ID 83856, (208-476-7624) for the commission's consideration as director from Bonner County to the District #1 Animal Damage Control Board. This nomination is done in accordance with Idaho Code 25-2612.

Mr. Rickabaugh is involved in Idaho's livestock industry and is very knowledgeable regarding the agricultural industries that comprise the base for Idaho's economy.

Upon appointment of an individual to serve from your county, this office would appreciate being notified of that appointment and the individual's name and address.

Sincerely,

Liz Wilder

Liz Wilder
Executive Director

DIRECTORS

Frank Shirts
Western District

Blake Ball
Eastern District

Mark Henslee
Central District

Sheila Hasselstrom
Northern District

DIRECTORS AT LARGE

Forrest Arthur

Carol Finney

Elizabeth Moss

CC: Bill Rickabaugh
457 Ben Morris Road
Priest River, ID 83856



Bonner County

Board of Commissioners

Asia Williams

Luke Omodt

Steve Bradshaw

March 26, 2024

Liz Wilder, Executive Director
Idaho Wool Growers Association
2118 W. Airport Way
Boise, Idaho 83705

Dear Ms. Wilder:

As the Commissioners for Bonner County Idaho, we gladly re-nominate Mr. Bill Rickabaugh as Director from Bonner County to the District #1 Animal Damage Control Board.

We understand that Mr. Rickabaugh is involved in Idaho's livestock industry and is very knowledgeable regarding the agricultural industries that comprise the base for Idaho's economy. He has, in the past, represented Bonner County well on the District Board and we are convinced he will continue to represent us well in the future.

Please consider this letter your notification of the appointment of Bill Rickabaugh as Director from Bonner County to the District #1 Animal Damage Control Board.

Sincerely,

Bonner County Board of Commissioners

Luke Omodt, Chairman

Asia Williams, Commissioner

Steve Bradshaw, Commissioner

cc: Bill Rickabaugh
457 Ben Morris Road
Priest River, ID 83856



Idaho Statutes

Idaho Statutes are updated to the website July 1 following the legislative session.

TITLE 25
ANIMALS
CHAPTER 26

EXTERMINATION OF WILD ANIMALS AND PESTS IN COUNTIES

25-2612A. DUTIES AND POWERS OF THE STATE ANIMAL DAMAGE CONTROL BOARD. (1) There is hereby created a state animal damage control board. The chairman of the Idaho sheep and goat health board shall be a voting member and serve as the chairman of the state animal damage control board which shall have such duties and powers relating to the prevention and control of damage caused by predatory animals and other vertebrate pests, including threatened or endangered wildlife, within the state of Idaho as are established by federal or state law, federal or state rule or regulation, or county ordinance. It is hereby made the duty of the state animal damage control board to coordinate and give general direction to programs to prevent and control damage or conflicts on federal, state, or other public or private lands caused by predatory animals, rodents, or birds injurious to animal husbandry, agriculture, horticulture, forestry, wildlife and human health or safety; and also to facilitate, coordinate or conduct such investigations, experiments or tests as deemed necessary to determine, demonstrate and promulgate the best methods of predatory animals and other vertebrate pest control. In carrying out these duties, the board may cooperate with federal, state, county, city and private agencies, organizations or individuals; provided, however, that the authority of this board is not to supersede the state fish and game department or the responsible federal agency in the utilization of the funds of those two (2) agencies in their conduct of similar work within the state of Idaho, but the board shall cooperate and work with these two (2) agencies. Prevention and control of predatory animals and other vertebrate pests does not include the payment of compensation for damages.

(2) In addition to the chairman, the state animal damage control board shall consist of a member appointed by the president of the Idaho cattle association, the director of the state department of agriculture, the director of the state department of fish and game, and the chairman of the board of directors of each of the five (5) animal damage control districts.

(3) The state animal damage control board shall have as its primary duties the coordination of the control efforts of the five (5) animal damage control districts; the establishment of general policies for the control programs; the establishment of annual priorities for control efforts; and the assignment or distribution of moneys made available to the board from any source. All contracts or agreements for providing prevention and control services which involve an expenditure of moneys from the state animal damage control board shall be in writing and shall be maintained as a part of the official records of the board.

(4) The Idaho sheep and goat health board shall provide staff, administrative and fiscal services for the animal damage control board.

History:

[(25-2612A), 25-128A, 25-128 added 1951, ch. 250, sec. 2, p. 527; am. 1971, ch. 136, sec. 12, p. 522; am. 1974, ch. 18, sec. 98, p. 364; am. 1985, ch. 63, sec. 3, p. 127; am. 1986, ch. 212, sec. 1, p. 546; am. and redesign. 1997, ch. 116, sec. 2, p. 291; am. and redesign. 1998, ch. 205, sec. 3, p. 727; am. 2012, ch. 117, sec. 25, p. 331.]

How current is this law?