

January 26, 2022

Sheriff Daryl Wheeler  
Bonner County Sheriff's Department  
Sandpoint, ID

Todd Sudick  
1817 Riverside Rd.  
Priest River, ID. 83856

Re: Use of Fairground Property for Ice Rink

Sheriff Wheeler:

As a former Bonner County Commissioner I was involved with the Bonner County Fairgrounds on an oversight basis. Commissioners reviewed the Fairgrounds budget and with employee issues. The County helped support the Fair with County money. That being said let's look at the proposed ice rink agreement.

1. The agreement with Sandpoint Community Center Corporation (SCCC) violates State ordinances on Fair Grounds. Specifically the exclusive 99 year lease to SCCC violates Title 8, CH 8. That Title demands as shown below in 31-822:

transfer and convey by proper conveyance, to such fair district, the grounds or parks owned by such county and used for public fairs or exhibitions, provided, nevertheless, that any conveyance so made shall expressly provide that the grounds or parks shall be used for district fair purposes, and that upon failure of the district to use the said grounds or parks for a district fair for two (2) successive years, the said property so conveyed, shall revert back to the county making the conveyance.

In the case of the agreement/MOU with SCCC, the Fair would be able to use the buildings on the site only part of the year. In addition, it has no control over the budget of the facility.

2. There are other issues Codified under 22-204 and 31-822
3. The SCCC is using the "lease" signed with the County to leverage donations. Can you say "cart before the horse". In fact, it is an MOU not a lease. How can the County operate access to County property with an MOU? No specifications are available to delineate who plows the property in question, who pays the electrical bill, who retains the improvements if SCCC abandons the improvements and who actually owns the improvements by title, etc.
4. How does the County benefit financially from the "MOU"? This is suppose to be "no cost" to the Fair Board.

5. Robert Pierce was quoted as saying it will be modeled after an ice rink in McCall, ID. That ice rink was built on donated private property and funded philanthropically.

Now to the subject of availability of property for the use of the County.

1. The Bonner County Courthouse is in woeful disrepair. The current Courthouse is a 121 years old. The remodel back in 2010/11 came in way over budget and continues to bleed the County due to ongoing problems with the HVAC system, flooding and subsidence. The County is in desperately need of a Courthouse. Add the fact that the new District Court Judge Berecz does not have his own Courtroom and is crammed in a small office adds to the imperative of a new court House. When I was Commissioner the problematic courthouse issue was discussed along with where to build a new Courthouse to facilitate the proposed addition of a new District Court Judge in the First Judicial District. The ideal spot was adjacent to the Sheriff's facilities by the Fairgrounds. The County owns the property so the only costs would be in construction. It could be partially paid for by the sale of the existing courthouse site. Prisoner transfer for hearings would be more convenient. The parking problem which plagues the current courthouse would be eliminated. Building an ice rink on that property would eliminate that option.
2. As a Commissioner I made frequent visits to the jail for inspections as required by law. I was able to see firsthand the need for upgrades and the deferred maintenance issues that existed. The need for additional beds in the jail was obvious. Expansion of the Sheriff's facilities and jail is uppermost in critical projects for Bonner County. Placing an icer rink where that expansion would necessarily take place is a smack in the face to the Sheriff and law enforcement in Bonner County.

The ice rink proposal on Fairground property needs to be shelved. SCCC needs to follow McCall's example and raise money in advance and find donated property for the site.

Todd Sudick  
Former Bonner County Commissioner

## **Resolution: Opposition to Bonner County and Sandpoint Community Center Corp. Lease**

Resolution #: 2021-012

Presenter and Author: Daniel Rose, Grouse Creek Precinct

**WHEREAS**, the IDGOP Platform states in Article I. RESPONSIBILITY IN GOVERNMENT Sec. 2. Taxation that “D. We support true government transparency that allows the public to review all local, state, and federal government expenditures, contracts, and audits online..., and F. We believe voters’ approval should be required prior to approval of debt-financed city projects. Municipal laws that allow public dollars to be converted to private use and government entities to compete against the private sector or divert public money to special projects without support of the taxpayer, must be repealed”, and

**WHEREAS**, essential members of the county executive branch, including Sheriff Wheeler and Prosecutor Marshall, were never consulted as to the impact on county operations and the public use of county land assets prior to the Board of County Commissioners’ (BOCC) vote on the Memorandum of Understanding (MOU) / Land-Lease Agreement, and

**WHEREAS**, A non-binding ballot advisory question has always been available to the BOCC in matters of significant and competing interest between the Bonner County Executive Offices, and

**WHEREAS**, Idaho Code section 22-204, DUTIES OF COUNTY FAIR BOARD, states that the county fair board shall be charged with the care and custody of all property belonging to the county and used for fair purposes, and there are no fair board minute records found online regarding a proposed lease to the SCCC, and

**WHEREAS**, Darcy Smith, Fairgrounds Director is not a member of the Bonner County Fair Board, and

**WHEREAS**, Idaho Code 31-822 prohibits any lease of fairgrounds to any entity other than the State of Idaho or the department of agriculture and only permits sale of county fairground property to a fair district, and

**WHEREAS**, the Sandpoint Community Center Corporation (SCCC) President outlines at sandpointice.org a list of revenues, most of the list being current county revenue, it calls into question Fairground Director Smith’s claim “this project will not impact the county or fairground budget,” FN1, and

**WHEREAS**, to the extent that the county’s 99-year land lease provides the SCCC a foundation for fundraising, it conflicts with the IDGOP platform in “allowing public dollars to be converted to private use,”

**WHEREAS**, a conservative principle of appropriate county governance does not include subsidy funding of a private corporation, as the SCCC’s financial viability relies on a condition where “a mortgage is avoided,” and

**WHEREAS**, there is a foreseeable negative impact of this lease on a potential expansion of the safety complex and/or other county uses of this land for public purposes, since such expansions or other

public uses may require further land acquisition costs since this leased parcel would be unavailable for those uses,

**THEREFORE BE IT RESOLVED**, that we, the Bonner County Republican Central Committee appeal to our elected Board of County Commissioners to rescind this Memorandum of Understanding.

ADOPTED this 16<sup>th</sup> day of November, 2021

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BCRCC Chairman – Scott Herndon BCRCC Secretary – Kathy Rose

FN 1: <https://bonnercountydailybee.com/news/2021/oct/27/bonner-county-approves-ice-rink/>



# BONNER COUNTY FAIR & RODEO

4203 N. Boyer Road • Sandpoint, ID 83864 • (208)263-8414 • Fax (208)265-2214

## Memorandum

**FAIR  
ITEM # 1**

**Date:** October 26, 2021  
**To:** Bonner County Board of Commissioners  
**From:** Darcey C. Smith  
Bonner County Fairgrounds & Facility Director  
**Re:** Bonner County and Sandpoint Community Center Corporation Lease Agreement

The Sandpoint Community Center Corporation has reached out to the Bonner County Fairgrounds and Bonner County regarding constructing an Ice Arena on parcel #RPS38350010020A. The Ice Arena is to be utilized as a community center providing activities, including but not limited to after-school youth programs, family skating, youth sports programs, youth and adult figure skating & hockey programs, youth and adult tournaments and ice shows, community events and educational programs.

During the non-ice season, the Bonner County Fairgrounds will be able to utilize the building during Fair & Rodeo season for activities, concerts, community events, shows, parties and educational programs.

The construction costs of the building will be 100% at the expense of the Sandpoint Community Center Corporation. This Lease shall not be assigned or sublet.

This Ice Arena will benefit our community in many ways, and is supported by the Bonner County Fair Board, Fair staff, and is recommended for approval by the BOCC.

**Distribution:** Original to Board of County Commissioners Office  
Copy to Bonner County Fairgrounds  
Copy to Auditor's Office  
Copy to the Sandpoint Community Center Corporation

A suggested motion would be: **Mr. Chairman, I move to approve the attached Lease Agreement between Bonner County and Sandpoint Community Center Corporation for the construction and use of an Ice Arena on parcel # RPS38350010020A and allow the Chairman to sign the contract.**

Recommendation: Acceptance:  yes  no

Dan McDonald, Chairman

Date: 10/26/21