



**CITY OF KETCHUM, IDAHO**

CITY COUNCIL

Monday, January 03, 2022, 4:00 PM

191 5th Street West, Ketchum, Idaho 83340

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**AMENDED AGENDA**

**PUBLIC PARTICIPATION INFORMATION**

Public information on this meeting is posted outside City Hall.

**We welcome you to watch Council Meetings via live stream.**

You will find this option on our website at [www.ketchumidaho.org/meetings](http://www.ketchumidaho.org/meetings).

**If you would like to comment on a public hearing agenda item, please select the best option for your participation:**

1. Join us via Zoom (*please mute your device until called upon*).  
**Join the Webinar:** <https://ketchumidaho-org.zoom.us/j/84523826634>  
Webinar ID: 845 2382 6634
2. Address the Council in person at City Hall (*masks are required in Council Chambers and seating has been arranged per the required social distance of 6'*).
3. Submit your comments in writing at [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org) (*by noon the day of the meeting*).

*This agenda is subject to revisions. All revisions will be underlined.*

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**CALL TO ORDER:** By Mayor Neil Bradshaw

**ROLL CALL:**

**COMMUNICATIONS FROM MAYOR AND COUNCILORS:**

1. Submitted Public Comment:
2. Communication from City Administrator:

**CONSENT AGENDA:**

*Note re: ALL ACTION ITEMS - The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately.*

3. ACTION ITEM: Approve minutes of December 20, 2021, as submitted by Tara Fenwick, City Clerk.
4. ACTION ITEM: Authorization and approval of the payroll register, as submitted by Shellie Gallagher Rubel, Treasurer.

- [5.](#) ACTION ITEM: Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in a total sum of \$ 323,051.90, as submitted by Shellie Gallagher Rubel, Treasurer.
- [6.](#) ACTION ITEM: Recommendation to approve Purchase Order #22047 With Integrity Pump Solutions, Inc for Submersible Pump Repair, as submitted by Mick Mummert, Utilities Supervisor.
- [7.](#) ACTION ITEM: Recommendation for approval of Purchase Order #22048 to AAA Equipment Company, LLC for the purchase of a 2022 Aquatech B10 Rear Mounted Vacuum Truck, as submitted by Mick Mummert, Utilities Supervisor.
- [8.](#) ACTION ITEM: Recommendation to approve Purchase Order #22049 for a Caterpillar 966M Wheel Loader with Balderson Quick Hitch, as submitted by Brian Christiansen, Director Streets.
- [9.](#) ACTION ITEM: Recommendation to approve Purchase Order #22050 for \$35,000 for a used Ford Rescue Truck, as submitted by Bill McLaughlin, Fire Chief.
- [10.](#) ACTION ITEM: Recommendation to approve Contract #22051 with Mountain Humane for Animal Control Services, as submitted by Jade Riley, City Administrator.
- [11.](#) ACTION ITEM: Recommendation to adopt Resolution 22-014 to appoint Gary Lipton to the Ketchum Urban Renewal Agency, as submitted by Mayor, Neil Bradshaw.

**PUBLIC HEARING:**

- [12.](#) ACTION ITEM: Recommendation to conduct a public hearing and conduct second reading of short-term rental Ordinance #1230, as submitted by City Administrator, Jade Riley.
- [13.](#) ACTION ITEM: Recommendation to conduct a public hearing and conduct third reading of Ordinance #1231 amending Chapter 4.08 - Historic Preservation Commission, Chapter 17.96 - Design Review, and adding Chapter 17.20 - Historic Preservation to the Ketchum Municipal Code, as submitted by Suzanne Frick, Director Planning and Building.

**NEW BUSINESS:**

- [14.](#) Installation of elected officials per Idaho Code 59-401.

**EXECUTIVE SESSION:**

- [15.](#) Enter Executive Session to consider item under 74-206(1)(b).

**ADJOURNMENT:**

## Lisa Enourato

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**From:** HP Boyle <boylehp@yahoo.com>  
**Sent:** Friday, December 24, 2021 12:28 PM  
**To:** Participate  
**Cc:** Greg Foley  
**Subject:** Public Comment on Bluebird

Given the developer's intent to start construction in March, it behooves the City to protect itself against developer non-performance for Bluebird in the same way it does for other projects.

Before a building permit is issued,

- the City should satisfy itself that full and irrevocable financing is in place
- The City should receive a full budget and date of completion
- GMD should put up the usual performance bond

Already the City seems to be violating its much-discussed principal of no demolition permit until developer financing is in place. The City Planner, at the developer's request, has gotten KURA to pay for the demolition of City Hall. Yet, we have seen no public budget or disclosure of the financing package. This request was an additional request to the \$541k the developer has already secured from KURA.

Unlike private developments, Bluebird is a "private project on public land" (as the City Planner has called it) and relies heavily on public funds and subsidies. Thus all of this information should be made available to the public.

This project may be uneconomic for the developer in the current construction environment. GMD has already requested additional monies of KURA, and the City Planner indicated to KURA on 12/20 that she expects additional requests for money from the developer.

As Mr. Dunfield made clear at the May P&Z meeting, his firm would not be putting any money into Bluebird (indeed, he will be taking out a development fee, as he confirmed in his June open-house), and any cost overruns would be put to the City. Given that the cost overruns appear to be a clear and present danger to the project, the City should be protecting itself from this by limiting its exposure.

Even with free land, Bluebird is the most expensive affordable housing project in the history of Idaho (you can check that with IHFA), and is running multiples of the cost per sf of ARCH's Blaine Manor or the tiny homes of The Meadows. It looks like it will cost a significant premium to what other workforce housing is currently being built at, and perhaps a premium to the \$450 in lieu standard just adopted by the City. This is a for-profit project that seems to be shifting its cost risk onto the taxpayer. At what point is enough enough? At what point is the irony of "expensive affordable housing" obvious to the City?

Meanwhile, the City still owns a highly valuable asset in the land. The City should maintain its optionality to cancel the lease with KCDC and take advantage of the cyclical peak in land values and create the opportunity to apply those millions of dollars to other potential housing solutions that could be implemented more quickly and in a more targeted fashion that benefits Ketchum (e.g., specifically workforce housing rather than just low income housing).

The City should proactively avoid another hole in the ground situation. In this case, it could be much worse. If its costs balloon and/or its financing falls apart, the for-profit, out-of-state developer could hold hostage a valuable taxpayer asset that could be better monetized for better housing solutions. Beyond being yet another "failed experiment" for this administration, this would be a tragedy for workforce housing.

I urge the Council to apply the lessons of Ketch and the hole in the ground, and to maintain control of this property until it is 100% sure that GMD can perform, without continuously coming back to the City and KURA for more subsidies.

Thank you for your service to the community.

Perry Boyle  
Ketchum

## Lisa Enourato

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**From:** John Melin <johntmelin@gmail.com>  
**Sent:** Monday, December 27, 2021 8:19 AM  
**To:** Participate  
**Subject:** In Lieu Fees

Participate

Over the years, there has been a lot of talk about how to attract non-tourist businesses to Ketchum to broaden our employment base. The expense of travel and travel time is clearly a problem. As is the housing cost for employees. Because of our fabulous area, both can be somewhat overcome.

The one factor that is never mentioned is the shortage of available office space, particularly, high quality office space. There is not a building in Ketchum that has any meaningful amount of office space available. How can a new office-based (or internet based, or programming based, or investment based) business move to Ketchum without a possible location? Working from home may work for some types of businesses for a while, but it is not a likely solution to attracting new businesses to our area. The largest office building in town was the Smith building that has been converted to dorms.

I am writing to suggest that one problem with our zoning code (e.g., FAR ratios) and in-lieu fees is that these tend to drive land and development costs up, which can only be supported by the high value of upper-floor condominiums. Office rents are not high enough, and will never be high enough, to compete with these three-story projects with high-end condominiums.

The economics of creating a viable office building in Ketchum requires a new thought process about office space as a use. If we want a different outcome, we need to think differently!

Without a careful consideration of things like the FAR ratios and the in-lieu fees, there will never be new commercial office space built in the core and maybe in the industrial area. As a result, we cannot attract new non-tourist businesses to the community.

Respectfully,

John Melin

30 Year Ketchum Resident

## Lisa Enourato

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**From:** Neil Bradshaw  
**Sent:** Thursday, December 30, 2021 5:26 PM  
**To:** Tara Fenwick  
**Cc:** Suzanne Frick; Jade Riley; Lisa Enourato  
**Subject:** Fwd: Comment regarding the STR article in Mt Express

Public comment

### NEIL BRADSHAW | CITY OF KETCHUM

Mayor

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

o: 208.727.5087 | m: 208.721.2162

[nbradshaw@ketchumidaho.org](mailto:nbradshaw@ketchumidaho.org) | [www.ketchumidaho.org](http://www.ketchumidaho.org)

Begin forwarded message:

**From:** Diane Barker <[dianebarkeridaho@gmail.com](mailto:dianebarkeridaho@gmail.com)>  
**Subject:** Comment regarding the STR article in Mt Express  
**Date:** December 30, 2021 at 1:22:53 PM MST  
**To:** [nbradshaw@ketchumidaho.org](mailto:nbradshaw@ketchumidaho.org), [chamilton@ketchumidaho.org](mailto:chamilton@ketchumidaho.org), [abreen@ketchumidaho.org](mailto:abreen@ketchumidaho.org), [mdavid@ketchumidaho.org](mailto:mdavid@ketchumidaho.org), [jslanetz@ketchumidaho.org](mailto:jslanetz@ketchumidaho.org)

I sure hope no one gets to thinking that the condominium complexes around the Wood River Valley are a source of affordable housing. Having been a director on a complex similar to the ones around the WRV, and having to see the HOA through extensive and costly repairs, I can tell you condos the age of the ones in WRV are a financial time bomb. Having been built 30-40 years ago, there is typically a lot of deferred maintenance to catch up on that the typical affordable housing owner cannot afford. Take Sunburst Condos, my recollection is that recently they had to replace decks, to the tune of over \$40,000 per owner (this information is from an owner). Waterside Condos, in Boise, where I was a director, had to replace siding, some windows, waterlines and then repair the landscaping. This cost \$25,000 for a small one bedroom and up to \$65,000 for the larger 1,500 sq ft units. That was in 2020 and it was in Boise where labor is less expensive. In the WRV the labor continues to get more expensive. Many associations will tell you they have "reserves" for major repairs. But upon close examination most condos actually do not have adequate reserves for the upcoming repairs. Condo's are directed by the owners and owners do not want to pay high dues each month to adequately fund future repairs. So the reserves go woefully underfunded. So in my opinion, the best thing for the community is to allow short term rentals in these condo complexes because the cash thrown off from the STR is about the only reasonable source of money to make repairs. Affordable housing homeowners cannot afford it. Second

home owners cannot (many times) afford it. Really, only STR ownership gives a real source of funding. I am a CPA, and I do not own any rental property. I just want the community to make wise financial decisions. Please consult financial and management professionals before you do the community the disservice of taking STR out of the aging condos.

*Diane Barker*  
*PO Box 788*  
*Hailey, ID 83333*  
*208-720-3438*

## Lisa Enourato

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**From:** James Hungelmann <jim.hungelmann@gmail.com>  
**Sent:** Saturday, January 01, 2022 12:47 AM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** Public Comment/ For the Record / Ketchum City Council Meeting of January 3, 2022 Genera

December 31, 2021

Dear Mayor Bradshaw and City Councilors:

For the Record /

Ketchum City Council Meeting of January 3, 2022

1. Report Card 2021 Ketchum Mayor and City Council
2. New Year's Resolution 2022

I Report Card 2021/ Ketchum Mayor and City Council:

*Ketchum has experienced a hostile, fascist and criminal takedown of city government and the rule of law at the hands of the mayor and city council which has inflicted immense suffering on the public, exposing the City and officials to massive civil liability to the victim class.*

A  
As pointed out in legal detail in writing on the record to the Mayor and Council on many prior occasions throughout 2020-21:

Any statutory authority for a mandate of masking or of any other government “health measures” relating to covid expired long before the start of 2021, no later than May 2012. Further, masking and all other covidMeasures are unprecedented and grave deprivations of liberty and life imposed without due process of law, rendering them absolutely *null and void*. Nonetheless, they continue to impact miserably those persons who lack the means to recognize the illegality and to refuse compliance. Due Process of Law is the most treasured inheritance from Mother England, of Magna Carta magnificence, the most distinguishing character at the foundation of the United States of America, and the one mechanism that protects us from complete Dictatorship. *We must cherish and protect it and never again allow it to be threatened.*

The victimization of this illegality includes –

1. Savage beatdown of children: We are now going on two years of Council subjugation and choke-out which has ruined children’s physical and mental health, shortened lives, and sabotaged their pursuit of their human potential and happiness based on verifiable reality and free of ruinous tyranny, all in gross violation also of inalienable parental rights strongly protected by Idaho law and constitution. What could be more deceptive and despicable than a government forcing masking and pushing experimental “vaccination” as a “health solution” for all children? What we must be insisting as the most Essential learning for all children is that in the USA, no governmental entity at any level has the right to call the shots and loosen and tighten restrictions on Inalienable Rights as it sees fit, like the right to breathe, speak freely, and be free from any type of invasion or violation of the body.



2. Malicious attack on Mental Health: You may Proclaim your sensitivity to “mental health awareness” (during which month was it?) but your reality is the opposite. Your covid Orders and Recommendations amount to a brutal attack on the most essential protection of liberties at the heart of American democracy. Due Process is also the protection against an insane societal adaptation to a blatantly false reality that involves serious government deprivations of civil liberties, the justification for which has never been shown and yet can never be challenged, even though every aspect of the covid narrative collapses on the simplest of inquiry and would never hold up in a court of law. How many lives have been lost or ruined by your Grand Choke out and Poisoning? Can one who by decree imposes choking out and poisoning all people as some “health measure” be other than a deranged psychopath?
3. Classist, racist attack on vulnerable workers with a disproportionate minority makeup who take the brunt of the hit of the covidMeasures and who are typically least able to recognize and defend against deceptive government predation. As perceived by the Hispanic public, the Council’s Proclamation of “appreciation” of Hispanic culture is a farcical insult; everything about your covidMeasures has been an enslaving affront to what it means to be Hispanic.
4. Vile attack on spirituality and on Native American heritage: The “Choke-out and Poison” KCC Wrecking Crew also appears to be trumpeting the march to mandated “vaccines”. Mandated masking and vaccination, alone or together, constitute a most serious sacrilege for so many whose most fundamental spiritual conviction is that the human body is the tabernacle of God through which the Great Spirit must flow without molestation or contamination. Beyond that, the vaccine story is beginning to look at lot like genocide, as so many experts have assured would be the case.
5. Hiding and blocking investigation into other sources of toxicity contributing to erosion of health including radiofrequency radiation/5G and aerial “cloudseeding”/weather engineering activities. This mayor and council sanctioned as “essential” the expansion of “telecom” infrastructure at the same time they ordered the public to shut down all private businesses and limit movement; even though they have known that many independent experts maintain that the march to 5G will cripple and kill man and nature in short order including with symptoms claimed by the usurping medical “authorities” to indicate covid. Shamefully, our mayor and council have refused even to ask the telecoms and associates to explain what installations they made in this era of preferential treatment for them; what if any health risks those installations represent; and how the public might protect.
6. Sabotage of Brand Ketchum and the outstanding and diverse professional capabilities of the citizenry to build and protect health naturally, in harmony with our natural surroundings.

## B

The conduct of the recent “election” of mayor and councilpersons was fatally flawed, effectively excluding a significant segment of the population. The most significant activity of the campaign, the mayoral public debate, was held at a facility that arduously and illegally blocked public access and participation by those unable to tolerate masking and/or vaccination on religious or medical grounds. Despite advance notice of this illegality, the mayor, candidates, and councilpersons raised no objection. By their participation in this sham “debate” at which known dissent to the covidScam Narrative would be present and likely voiced but for the illegal restrictions, all candidates endorsed this fascist orchestration. The net result is that Ketchum has three illegitimately “elected” office holders - and a ship run onto on the rocks.

## C

All Ketchum city council meetings in 2021 were conducted illegally, in blatant violation of Idaho Open Meeting Law, with restrictions on in-person attendance including blocking attendance by those with religious or medical intolerances for masking. By dictate of law, all actions of the council taken in such meetings are null and void. This council’s claim of covidEmergency! **as determined** solely by you and without any Due Process to

any of your victims provides no legal justification for the ongoing Open Meeting Law violations that have produced illegal mandates like masking that continue to cause immense suffering on the public at large, worsening daily.

Also, this council in 2021 conducted an unprecedented number of “special meetings” held behind closed doors. Given all developments, one must suspect that the secret agendas likely have included topics that under the law demand full transparency, such as -

- Planning further covid lockdown measures to impose on the public, under legal advice paid for by taxpayers to which the public is denied access;
- How council members can protect themselves from criminal and/or civil liability connected with their illegal actions, such as in the form of class action by all minor children trapped under mask orders and vaccine pressure, for reckless endangerment, infliction of emotional distress, battery, and the like.

Because of this illegal violation of Open Meeting Law, all projects currently in varying stages of City evaluation and approval, such as Bluebird and Ketchum Tribute, are tainted and subject to being halted at any time in the future by proper legal challenge.

## II *Recommended* New Year’s Resolution 2022/ Ketchum Mayor and City Council –

*The mayor and city council will rescind masking mandates and recommendations and will never again do anything that either sabotages the Due Process cornerstone of the American democracy and constitutional framework or that runs counter to Idaho or US laws. Further,*

1. All masking orders and recommendations are rescinded (Ketchum Public Health Emergency Order 21-02.) While health recommendations and guidelines from governmental or private “experts” are welcomed, any future proposed Deprivations of civil liberties must have legitimate statutory authorization and must meet strict Due Process requirements substantiating a grave threat and the absolute need to impose such restrictions, where the public is given fair opportunity to challenge. We will not enforce any law of state or federal authority that violates fundamental constitutional rights of the Ketchum public.
2. All vestiges of covid mandates including face coverings and any messaging relating to covid vaccines must be removed from all city properties and operations including city offices and council meetings. No mention of the covid or any claimed variant is allowed at council meetings unless pursuant to agenda at which conflicting points of view are equally accommodated.
3. Likewise, Ketchum City will not endorse or facilitate covid “vaccinations”. Vaccination is a personal decision in which city government will not be involved in any capacity.
4. Any Ketchum City worker who chooses to wear a face covering that interferes with normal breathing is not allowed to engage in activities potentially dangerous to self or others such as driving a motor vehicle. We will not tolerate oxygen-impaired drivers anywhere in Ketchum.
5. At the risk of revocation of business license, private businesses in Ketchum must comply with Public Accommodation and Anti-Discrimination laws assuring equal access to all members of the public including those with disabling health conditions or religious beliefs. We are committed to protecting the health and safety of public and private employees, and, in that regard, we ban private business mandates on customers and/or employees requiring face coverings or covid vaccination.
6. Until illegal masking mandates and vaccine messaging are ended in public schools, Ketchum City will help fund home schooling for those parents who oppose masking and/or vaccination for health, religious or other personal reasons.

7. We require those telecoms and associates who expanded wireless facilities and installations in the covid Lockdown, under grant of being considered “Essential”, to make public presentation of what new capabilities and facilities they put in place; what risks if any the installations entail; and what measures the public should take to protect health and safety.
8. We will work with the Idaho Department of Water Resources and the US weather agencies to understand ongoing cloud seeding and weather modification activities; the chemical and biological makeup of the ingredients, and what hazard, if any, they represent for public health and safety in Ketchum.
9. The following projects will be suspended and re-opened from the start to allow meaningful public inquiry and challenge per open meeting law requirements - Bluebird Village, Ketchum “Tribute” Hotel.
10. While measures like masking and vaccination may be the private choice of some, everything about covidScam has taught us the vital importance of emphasizing natural means of strengthening health and immune and respiratory systems. Our community has a plethora of world-class “health care” professionals of diverse capabilities that must be engaged as we move to protect health and safety beyond the covid era, in complement to the capabilities of St Luke’s and the medical establishment.

Lastly, please understand that public pressure on the mayor and council will intensify and never relent until you voluntarily retract your blatantly illegal restrictions on fundamental civil liberties or until you are forced to do so by criminal and/or civil process. *Please rescind City of Ketchum Public Health Emergency Order 21-02 by the end of the day, January 3, 2022.*

Breathe Free, Idaho, forever!

Best wishes to all for the year ahead,

Jim Hungelmann

**Lisa Enourato**

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**From:** Kendall Nelson <kendalltnelson@gmail.com>  
**Sent:** Monday, January 03, 2022 12:33 PM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** Heart issues and COVID shots

Dear Ketchum Mayor and City Council,

As several businesses in our community are creating two classes of citizens through their policies and the local newspaper refuses to cover perspectives, science, and reports which conflict with the mainstream narrative, I wanted to share this important recent information with you documenting the connection between heart issues and the COVID shots. It is imperative that elected officials understand there is a great deal of information which is not being reported by our local paper or the major media and in order to make the best decisions for our community, you need to be aware of it.

Below, please find several important studies and reports.

Thank you for your consideration.

Sincerely,

Kendall Nelson  
Ketchum Resident

1) [Autopsy video and email](#): Bhakdi/Burkhardt pathology results: Fifteen bodies were examined (all died from 7 days to 6 months after vaccination; ages 28 to 95). The coroner or the public prosecutor didn't associate the vaccine as the cause of death in any of the cases. However, further examination revealed that the vaccine was implicated in the deaths of 14 of the 15 cases. The most attacked organ was the heart (in all of the people who died), but other organs were attacked as well. This analysis confirms the findings of the paper abstract copied below.

2) Ongoing list of healthy, young, world-class athletes (some of the fittest people on the planet) who've collapsed and/or died from heart issues/heart attacks. According to the German Heart Foundation there are between .7 and 3 deaths per 100,000 athletes per year and we are way above that. In no other year have more soccer players died than this year. <https://goodsciencing.com/covid/athletes-suffer-cardiac-arrest-die-after-covid-shot/>

3) [Anecdotal data from a pediatric cardiologist](#) shows an estimated 100X increase in myocarditis rates in his patients. Cardiologists can't speak out without risking retribution. "Pre-jab, one or two cases **per year** of myocarditis. Now, half his waiting room." [Emphasis added]

4) [Circulation](#)

## **Abstract 10712: Mrna COVID Vaccines Dramatically Increase Endothelial**

# Inflammatory Markers and ACS Risk as Measured by the PULS Cardiac Test: a Warning

Steven R Gundry

Originally published 8 Nov 2021 *Circulation*. 2021;144:A10712

## Abstract

Our group has been using the PLUS Cardiac Test (GD Biosciences, Inc, Irvine, CA) a clinically validated measurement of multiple protein biomarkers which generates a score predicting the 5 yr risk (percentage chance) of a new Acute Coronary Syndrome (ACS). The score is based on changes from the norm of multiple protein biomarkers including IL-16, a proinflammatory cytokine, soluble Fas, an inducer of apoptosis, and Hepatocyte Growth Factor (HGF) which serves as a marker for chemotaxis of T-cells into epithelium and cardiac tissue, among other markers. Elevation above the norm increases the PULS score, while decreases below the norm lowers the PULS score. The score has been measured every 3-6 months in our patient population for 8 years. Recently, with the advent of the mRNA COVID 19 vaccines (vac) by Moderna and Pfizer, dramatic changes in the PULS score became apparent in most patients. This report summarizes those results. A total of 566 pts, aged 28 to 97, M:F ratio 1:1 seen in a preventive cardiology practice had a new PULS test drawn from 2 to 10 weeks following the 2<sup>nd</sup> COVID shot and was compared to the previous PULS score drawn 3 to 5 months previously pre- shot. Baseline IL-16 increased from 35 $\pm$ 20 above the norm to 82 $\pm$ 75 above the norm post-vac; sFas increased from 22 $\pm$ 15 above the norm to 46 $\pm$ 24 above the norm post-vac; HGF increased from 42 $\pm$ 12 above the norm to 86 $\pm$ 31 above the norm post-vac. These changes resulted in an increase of the PULS score from 11% 5 yr ACS risk to 25% 5 yr ACS risk. At the time of this report, these changes persist for at least 2.5 months post second dose of vac. We conclude that the mRNA vacs dramatically increase inflammation on the endothelium and T cell infiltration of cardiac muscle and may account for the observations of increased thrombosis, cardiomyopathy, and other vascular events following vaccination. [https://www.ahajournals.org/doi/10.1161/circ.144.suppl\\_1.10712](https://www.ahajournals.org/doi/10.1161/circ.144.suppl_1.10712)



**CITY OF KETCHUM**  
**SPECIAL MEETING MINUTES OF THE CITY COUNCIL**  
Monday, December 20, 2021

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**CALL TO ORDER:** *(00:09:44 in video)*

Mayor, Bradshaw called the meeting of Ketchum City Council to order at 4:00 p.m.

**Roll Call:**

Mayor, Neil Bradshaw  
Courtney Hamilton  
Amanda Breen  
Jim Slanetz  
Michael David

**Also Present:**

Jade Riley - City Administrator  
Tara Fenwick - City Clerk & Administrative Business Manager  
Suzanne Frick - Director, Planning and Building  
Morgan Landers - Senior Planner  
Abby Rivin - Senior Planner  
Seth Martin - Assistant Fire Chief  
Matt Johnson - Legal Counsel  
Jennifer Gardner - Logan-Simpson  
Melissa Ruth - Logan-Simpson  
Dennis Brown - City Auditor

**COMMUNICATIONS FROM MAYOR AND COUNCILORS:**

Councilor, Amanda Breen expressed concern about the mask mandate and recommended stronger enforcement of the Ordinance.

Mayor, Neil Bradshaw commented on current Ketchum snow plowing operations, reminded the public of the holiday Solstice social and expressed gratitude to the Community for their support for the Warm Springs Reserve initiative.

**CONSENT AGENDA:** *(00:16:00 in video)*

**Motion to amend the agenda adding item (b) to the Executive session. Motion made by Councilor, Courtney Hamilton, seconded by Councilor, Jim Slanetz. All in Favor.**

Mayor, Neil Bradshaw validating a URA decision to fund the contract for agenda item #8.

Councilor, Courtney Hamilton asked a question on action item #11. City Administrator, Jade Riley clarified that the contracts.

**Motion to approve consent agenda items. Motion made by Councilor, Courtney Hamilton, seconded by Councilor, Amanda Breen. All in Favor.**

**PUBLIC HEARING:** *(00:19:50 in video)*

**ACTION ITEM: 215 Gem Street - Lot Line Shift.**

Amanda Breen recused herself on agenda item #15.

Mayor, Neil Bradshaw, asked for public comment.

No Public Comment.

**Motion to approve 215 Gem Street - Lot Line Shift. Motion made by Councilor, Courtney Hamilton, seconded by Councilor, Jim Slanetz. All in Favor.**

**ACTION ITEM: Recommendation to conduct a public hearing and conduct first reading of short-term rental Ordinance #1230.**

Matt Johnson, City Counsel commented on Jim Slanetz' request for direction on recusal. Councilor, Jim Slanetz decided to participate in discussion and refrain from voting. All Councilor's agreed.

City Administrator, Jade Riley, provided Council a summary of the Ordinance.

City Counsel, Matt Johnson, provided a summary of edits made to the Ordinance.

Assistant Fire Chief, Seth Martin, provided a summary of fire code concerns.

Councilors asked questions of staff and counsel.

Mayor, Neil Bradshaw, asked for public comment.

**Public Comment:**

Spencer Cordovano	<i>00:51:59 in video</i>
Perry Boyle	<i>00:52:35 in video</i>
Gwen Raney	<i>00:54:50 in video</i>

Mayor, Neil Bradshaw, closed public comment.

Councilors asked questions of staff and counsel.

**Motion to conduct the first reading of Ordinance #1230. Motion made by Councilor, Michael David, seconded by Councilor, Amanda Breen. 3 in Favor. 1 Abstained.**

City Clerk, Tara Fenwick, read the title of Ordinance 1230.

**ACTION ITEM: Recommendation to conduct a public hearing and conduct second reading of Historic Preservation Commission Ordinance #1231.**

Mayor, Neil Bradshaw, asked for public comment.

**Public Comment:**

Perry Boyle	01:16:15 in video
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Mayor, Neil Bradshaw, closed public comment.

Council discussed the Ordinance and asked questions of clarification of staff.

**Motion to conduct the second reading of Ordinance #1231, with the revision of option B. Motion made by Councilor, Amanda Breen, seconded by Councilor, Jim Slanetz. All in favor.**

City Clerk, Tara Fenwick, read the title of Ordinance 1231.

**ACTION ITEM: Resolution 22-013 Housing In Lieu Fees.**

Mayor, Neil Bradshaw, asked for public comment.

**Public Comment:**

Perry Boyle	01:32:50 in video
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Mayor, Neil Bradshaw, closed public comment.

Council and staff discussed the Resolution.

**Motion to approve Resolution 22-013. Motion made by Councilor, Michael David, seconded by Councilor, Courtney Hamilton. All in favor.**

**NEW BUSINESS:** (00:21:56 in video)

**ACTION ITEM: Recommendation to Receive and File the Audited FY 21 Financial Statements.**

Dennis Brown shared an Audit summary with the Board.



**Motion to receive and file the Audited FY 21 Financial Statements. Motion made by Councilor, Courtney Hamilton, seconded by Councilor, Amanda Breen. All in favor.**

**EXECUTIVE SESSION:**

Enter Executive Session to consider two separate items under 74-206(1): Attorney Client (f), Personnel (b).

**Motion to Enter Executive Session to consider two separate items under 74-206(1): Attorney Client (f), Personnel (b). Motion made by Councilor, Courtney Hamilton, seconded by Councilor, Michael David. All in favor.**

**ADJOURNMENT:**

**Motion to adjourn at 6:15 p.m. Motion made by Councilor, Michael David, seconded by Councilor, Amanda Breen. All in Favor.**

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Mayor, Neil Bradshaw

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City Clerk, Tara Fenwick

Report Criteria:

Invoices with totals above \$0 included.  
 Only unpaid invoices included.  
 [Report].GL Account Number = "0110000000"- "9648008200", "9910000000"- "9911810000"  
 Invoice Detail.Voided = No,Yes

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>GENERAL FUND</b>			
<b>01-3700-3600 REFUNDS &amp; REIMBURSEMENTS</b>			
660 FIRST AVE LLC	121321	Bond for Landscaping	10,800.00
Total :			10,800.00
<b>ADMINISTRATIVE SERVICES</b>			
<b>01-4150-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
ALSCO - AMERICAN LINEN DIVI	LBO11950734	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	82.50
COPY & PRINT, L.L.C.	95336	Desk Calendar	21.30
COPY & PRINT, L.L.C.	95338	Calendar	9.51
COPY & PRINT, L.L.C.	95395	SAF3558C	69.10
COPY & PRINT, L.L.C.	95411	Folders	42.10
GEM STATE PAPER & SUPPLY	1061748-08	Wasebaskets	89.77
UPS STORE #2444	1002.2	Misc. Postings	80.92
<b>01-4150-4200 PROFESSIONAL SERVICES</b>			
VALLEY TEMP SERVICES INC	6877	ELIZABETH INSINGER	65.00
VALLEY TEMP SERVICES INC	6940	ELIZABETH INSINGER	104.00
<b>01-4150-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
COX BUSINESS	050589901	050589901 120621	173.39
<b>01-4150-5110 COMPUTER NETWORK</b>			
US BANK	9749 122721	Microsoft: CREDIT	181.09-
US BANK	9749 122721	8x8 Phone System	2,465.73
DELL FINANCIAL SERVICES	81128230	001-9009257-001	1,465.97
DELL FINANCIAL SERVICES	81128231	001-9009257-002	4,247.55
<b>01-4150-6500 CONTRACTS FOR SERVICES</b>			
INTEGRATED TECHNOLOGIES	181512	Printer Contract	1,250.37
S & C ASSOCIATES LLC	1873-1886 (DE 1880		880.00
S & C ASSOCIATES LLC	1873-1886 (DE 1884		230.00
S & C ASSOCIATES LLC	1891-1919 (JA 1899		832.50
S & C ASSOCIATES LLC	1891-1919 (JA 1901		1,330.00
S & C ASSOCIATES LLC	1891-1919 (JA 1902		115.00
S & C ASSOCIATES LLC	1891-1919 (JA 1904		115.00
LEAF	12635542	100-6877711-001 December 21	999.23
Total ADMINISTRATIVE SERVICES:			14,487.85
<b>LEGAL</b>			
<b>01-4160-4270 CITY PROSECUTOR</b>			
ALLINGTON, ESQ., FREDERICK	120282	Monthly Prosecutor Payment	3,769.92
Total LEGAL:			3,769.92

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>PLANNING &amp; BUILDING</b>			
<b>01-4170-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
COPY & PRINT, L.L.C.	95433	Name Tag- Spencer Cordovano	23.90
<b>01-4170-4200 PROFESSIONAL SERVICES</b>			
S & C ASSOCIATES LLC	1873-1886 (DE	1873	650.00
S & C ASSOCIATES LLC	1873-1886 (DE	1874	115.00
S & C ASSOCIATES LLC	1873-1886 (DE	1875	230.00
S & C ASSOCIATES LLC	1873-1886 (DE	1876	172.50
S & C ASSOCIATES LLC	1873-1886 (DE	1877	880.00
S & C ASSOCIATES LLC	1873-1886 (DE	1878	460.00
S & C ASSOCIATES LLC	1873-1886 (DE	1879	172.50
S & C ASSOCIATES LLC	1873-1886 (DE	1881	57.50
S & C ASSOCIATES LLC	1873-1886 (DE	1882	115.00
S & C ASSOCIATES LLC	1873-1886 (DE	1885	345.00
S & C ASSOCIATES LLC	1873-1886 (DE	1886	115.00
S & C ASSOCIATES LLC	1873-1886 (DE	CREDIT	1,430.25-
S & C ASSOCIATES LLC	1891-1919 (JA	1891	57.50
S & C ASSOCIATES LLC	1891-1919 (JA	1892	57.50
S & C ASSOCIATES LLC	1891-1919 (JA	1893	345.00
S & C ASSOCIATES LLC	1891-1919 (JA	1894	947.50
S & C ASSOCIATES LLC	1891-1919 (JA	1895	172.50
S & C ASSOCIATES LLC	1891-1919 (JA	1896	57.50
S & C ASSOCIATES LLC	1891-1919 (JA	1897	172.50
S & C ASSOCIATES LLC	1891-1919 (JA	1898	115.00
S & C ASSOCIATES LLC	1891-1919 (JA	1903	172.50
S & C ASSOCIATES LLC	1891-1919 (JA	1906	115.00
S & C ASSOCIATES LLC	1891-1919 (JA	1907	602.50
S & C ASSOCIATES LLC	1891-1919 (JA	1908	115.00
S & C ASSOCIATES LLC	1891-1919 (JA	1909	57.50
S & C ASSOCIATES LLC	1891-1919 (JA	1910	57.50
S & C ASSOCIATES LLC	1891-1919 (JA	1911	57.50
S & C ASSOCIATES LLC	1891-1919 (JA	1912	57.50
S & C ASSOCIATES LLC	1891-1919 (JA	1913	57.50
S & C ASSOCIATES LLC	1891-1919 (JA	1914	57.50
S & C ASSOCIATES LLC	1891-1919 (JA	1915	57.50
S & C ASSOCIATES LLC	1891-1919 (JA	1916	57.50
S & C ASSOCIATES LLC	1891-1919 (JA	1917	57.50
S & C ASSOCIATES LLC	1891-1919 (JA	1918	57.50
S & C ASSOCIATES LLC	1891-1919 (JA	1919	57.50
S & C ASSOCIATES LLC	1891-1919 (JA	CREDIT	2,085.50-
Total PLANNING & BUILDING:			3,383.15

**NON-DEPARTMENTAL**

**01-4193-4200 PROFESSIONAL SERVICE**

PERRY'S	C61	Dixon Resources Parking Meeting- Breakfast	94.24
PERRY'S	C62	Dixon Resources Parking Meeting- Lunch	133.66
PERRY'S	C63	Dixon Resources Parking Meeting- Breakfast	81.56
PERRY'S	C64	Dixon Resources Parking Meeting- Lunch	69.26
S & C ASSOCIATES LLC	1873-1886 (DE	1883	345.00

**01-4193-6500 CONTRACT FOR SERVICE**

BLAINE COUNTY TREASURER	2	Sustainability	21,655.00
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Vendor Name	Invoice Number	Description	Net Invoice Amount
Total NON-DEPARTMENTAL:			22,378.72
<b>FACILITY MAINTENANCE</b>			
<b>01-4194-3200 OPERATING SUPPLIES</b>			
CHATEAU DRUG CENTER	2479423	Gloves	37.99
GEM STATE PAPER & SUPPLY	1062915-01	Trash bags, disinfectant spray	643.56
<b>01-4194-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	982219	38950 121521	591.12
<b>01-4194-5910 REPAIR &amp; MAINT-491 SV ROAD</b>			
A.C. HOUSTON LUMBER CO.	2111-859212	1x8-12#2 ESLP Gorman, 1x12-12-#2 ESLP Gorman	136.41
A.C. HOUSTON LUMBER CO.	2111-859909	Sponge, 3.5 Hamilton Topping	21.58
A.C. HOUSTON LUMBER CO.	2112-862817	Filler, Knife, Steel	25.27
A.C. HOUSTON LUMBER CO.	2112-864176	Rocker plate, Sealant	4.58
A.C. HOUSTON LUMBER CO.	2112-864781	Gorilla tape, drywall screws, fasteners	20.31
CHATEAU DRUG CENTER	2468414	Blade	2.84
CHATEAU DRUG CENTER	2475277	Towels	10.44
CHATEAU DRUG CENTER	2475663	Sandpaper, Sponges	21.78
CHATEAU DRUG CENTER	2476700	Screws, Lock	15.66
<b>01-4194-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
RIVER RUN AUTO PARTS	6538-173441	Marine STA-BIL 8oz	13.79
<b>01-4194-6950 MAINTENANCE</b>			
A.C. HOUSTON LUMBER CO.	2112-868771	4x8-12#1 BTR DF S4S KD 1"	99.81
A.C. HOUSTON LUMBER CO.	2112-870950	Utility Heater	39.99
CHATEAU DRUG CENTER	2472649	Holiday Lights Remote	5.69
CHATEAU DRUG CENTER	2473137	Lock Boxes, Keys	100.70
CHATEAU DRUG CENTER	2476242	Hooks	4.74
PLATT ELECTRIC SUPPLY	2H87243	Connectors	35.95
PLATT ELECTRIC SUPPLY	2H90594	Plug	31.99
Total FACILITY MAINTENANCE:			1,864.20
<b>POLICE</b>			
<b>01-4210-3200 OPERATING SUPPLIES</b>			
A.C. HOUSTON LUMBER CO.	2112-867077	Poly 42" Scoop	34.99
<b>01-4210-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	982229	39060 121521	204.24
<b>01-4210-3620 PARKING OPS EQUIPMENT FEES</b>			
VERIZON WIRELESS	965494438 121	965494438 121021	28.15-
VERIZON WIRELESS	965494438 121	965494438 121021	28.15-
VERIZON WIRELESS	965494438 121	965494438 121021	28.52-
<b>01-4210-4250 PROF.SERVICES-BCSO CONTRACT</b>			
BLAINE COUNTY CLERK/RECOR	201048	BCSO Law Enforcement Services	130,714.08
Total POLICE:			130,868.49
<b>FIRE &amp; RESCUE</b>			

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4230-3200 OPERATING SUPPLIES FIRE</b>			
A.C. HOUSTON LUMBER CO.	2112-866929	Transport Ramps for Snowblower	19.87
A.C. HOUSTON LUMBER CO.	2112-867503	Fasteners	3.98
A.C. HOUSTON LUMBER CO.	2112-870031	Spackler Dap, Push Broom	24.99
A.C. HOUSTON LUMBER CO.	2112-870359	Lined Deerskin Gloves	26.99
ATKINSONS' MARKET	04142668	Cleaning Supplies	6.78
<b>01-4230-3210 OPERATING SUPPLIES EMS</b>			
A.C. HOUSTON LUMBER CO.	2112-866929	Transport Ramps for Snowblower	19.86
A.C. HOUSTON LUMBER CO.	2112-867503	Fasteners	3.98
A.C. HOUSTON LUMBER CO.	2112-870031	Spackle Dap, Push Broom	24.99
ATKINSONS' MARKET	04142668	Cleaning Supplies	6.78
BOUNDTREE MEDICAL	84329045	Medical Supplies	120.51
BOUNDTREE MEDICAL	84330920	Part for Zoll X machine	1,689.99
LINDE GAS & EQUIPMENT INC.	67878864	Cylinder Rental	60.97
HENRY SCHEIN	13626831	Drugs	160.34
HENRY SCHEIN	13660539	Medical Supplies	141.46
HENRY SCHEIN	13660539	Drugs	159.35
HENRY SCHEIN	14091110	Medical Supplies	320.16
HENRY SCHEIN	14091110	Drugs	738.28
HENRY SCHEIN	14189513	Medical Supplies	285.00
HENRY SCHEIN	14430820	Drugs	225.81
<b>01-4230-3500 MOTOR FUELS &amp; LUBRICANTS FIRE</b>			
UNITED OIL	982102	37267 121521	550.96
<b>01-4230-3510 MOTOR FUELS &amp; LUBRICANTS EMS</b>			
UNITED OIL	982102	37267 121521	214.31
<b>01-4230-4200 PROFESSIONAL SERVICES FIRE</b>			
NATIONAL FIRE PROTECTION A	8089778X	Membership Renewal ID#331812	175.00
<b>01-4230-4920 TRAINING-FACILITY</b>			
COX BUSINESS	047339201 120	047339201 120721	73.50
<b>01-4230-5100 TELEPHONE &amp; COMMUNICATION FIRE</b>			
US DIGITAL DESIGNS	21499	Po#22045 G2 Alerting System	1,360.80
<b>01-4230-5110 TELEPHONE &amp; COMMUNICATION EMS</b>			
US DIGITAL DESIGNS	21499	Po#22045 G2 Alerting System	1,360.80
<b>01-4230-5200 UTILITIES</b>			
IDAHO POWER	2207497534 12	2207497535 120921 Final bill for CORE Construction on new Station	561.80
<b>01-4230-6000 REPAIR &amp; MAINT-AUTO EQUIP FIRE</b>			
ALSCO - AMERICAN LINEN DIVI	LBO11947560	5109 120621	12.27
ALSCO - AMERICAN LINEN DIVI	LBO11951173	5109122021	12.27
KETCHUM AUTOMOTIVE INC.	94068	Tire Swap for Rescue 1	115.50
CURTIS TOOLS FOR HEROES	INV551718	2" Field Service Kit with Generation II Stainless Ball for Swing Out Valves for E1	161.80
<b>01-4230-6010 REPAIR &amp; MAINT-AUTO EQUIP EMS</b>			
AIRPRO, INC.	IN15982	Plymovent Exhaust Parts for Ambulance 22	453.10
ALSCO - AMERICAN LINEN DIVI	LBO11947560	5109 120621	12.26
ALSCO - AMERICAN LINEN DIVI	LBO11951173	5109 122021	12.26
Total FIRE & RESCUE:			9,116.72

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>STREET</b>			
<b>01-4310-3200 OPERATING SUPPLIES</b>			
DAVIS EMBROIDERY INC.	39164	Work Shirts: Anthony	24.00
NAPA AUTO PARTS	085949	Shop Towels	27.98
RIVER RUN AUTO PARTS	6538-173436	Super Glue	5.98
<b>01-4310-3400 MINOR EQUIPMENT</b>			
US BANK	2022 122721	Royce Industries: Shaft Pump	822.24
<b>01-4310-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	982104	37269 121521	8,017.88
<b>01-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
LHTAC	T2-111821-06	T2 - Center Class	420.00
<b>01-4310-5200 UTILITIES</b>			
IDAHO POWER	2204882910 12	2204882910 121321	476.63
<b>01-4310-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
KODIAK AMERICA LLC	45	Seal	83.81
LES SCHWAB	11700732037	Flat Repair	29.00
NAPA AUTO PARTS	085421	Dozer: Defroster	74.94
NAPA AUTO PARTS	085528	#16 Blower: Filter	19.56
NAPA AUTO PARTS	085612	#16 Blower	72.68
NAPA AUTO PARTS	085757	#16 Blower: Lights	33.14
NAPA AUTO PARTS	086091	#16 Blower: Button Flush Mount	4.29
NAPA AUTO PARTS	086094	#16 Blower: Blub, Turn Switch	130.28
NAPA AUTO PARTS	086160	Gearwrench3	56.32
NAPA AUTO PARTS	086200	Switch Returned	72.86-
NAPA AUTO PARTS	086447	#50 F350: Sensor & Fan	156.14
NAPA AUTO PARTS	086454	Hotsy Parts Washer	30.98
NAPA AUTO PARTS	086707	#50 F550: Fan, Mount Kit	98.94
NAPA AUTO PARTS	904609	#24 Grader: Battery	190.99
ROYCE INDUSTRIES L.C.	B74224	LW53025 (Hotsy Parts Washer Pump)	822.24
SNAKE RIVER HYDRAULICS	372122	#35 Toolcat: Coil	58.28
US BANK	2022 122721	Kaman: : Seal	53.15
WESTERN STATES CAT	IN001865252	#18 962 Loader: Motor As	161.11
<b>01-4310-6910 OTHER PURCHASED SERVICES</b>			
ALSCO - AMERICAN LINEN DIVI	LBO11950756	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	38.87
TREASURE VALLEY COFFEE INC	2160 08005226	Coffee & Tea	77.80
<b>01-4310-6920 SIGNS &amp; SIGNALIZATION</b>			
ECONO SIGNS LLC	10-972029	Right Turn Only Symbol	86.90
<b>01-4310-6930 STREET LIGHTING</b>			
IDAHO POWER	2203027632 12	2203027632 121421	5.31
IDAHO POWER	2204882910 12	2204882910 121321	673.64
<b>01-4310-6950 MAINTENANCE &amp; IMPROVEMENTS</b>			
FASTENAL COMPANY	IDJER100812	Zinc Hex: Screws, Nuts	146.73
WALKER SAND AND GRAVEL	947536	3/8" Crushed Fines	2,349.31
Total STREET:			15,176.26

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>RECREATION</b>			
<b>01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY</b>			
ATKINSONS' MARKET	05484775	Cheese, Bananas, Dinner Rolls	67.94
<b>01-4510-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	980974	37268 113021	128.40
UNITED OIL	982103	37268 121521	133.48
<b>01-4510-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>			
KETCHUM AUTOMOTIVE INC.	93685	Oil Change	81.43
KETCHUM AUTOMOTIVE INC.	93685	TAX EXEMPT	2.89-
Total RECREATION:			408.36
Total GENERAL FUND:			212,253.67
<b>GENERAL CAPITAL IMPROVEMENT FD</b>			
<b>GENERAL CIP EXPENDITURES</b>			
<b>03-4193-7100 SUN VALLEY RD MILL &amp; OVERLAY</b>			
JACOBS	D3576100-001	Sun Valley Road Rehabilitation Eng (21-22)	9,992.50
<b>03-4193-7194 ZONING CODE UPDATE</b>			
LOGAN SIMPSON DESIGN INC	28250	Historic Preservation Plan Update	10,320.00
LOGAN SIMPSON DESIGN INC	28510	Historic Preservation Plan Update	6,800.00
Total GENERAL CIP EXPENDITURES:			27,112.50
Total GENERAL CAPITAL IMPROVEMENT FD:			27,112.50
<b>ORIGINAL LOT FUND</b>			
<b>ORIGINAL LOT TAX</b>			
<b>22-4910-6040 SUN VALLEY MARKETING ALLIANCE</b>			
VISIT SUN VALLEY	77	Monthly Payment per contract	20,833.33
Total ORIGINAL LOT TAX:			20,833.33
Total ORIGINAL LOT FUND:			20,833.33
<b>FIRE CONSTRUCTION FUND</b>			
<b>FIRE FUND EXP/TRNFERS</b>			
<b>42-4800-7400 OFFICE FURNITURE</b>			
McLEAN, THOMAS	12/15/21	Dining table for new station	2,400.00
<b>42-4800-7450 EQUIPMENT</b>			
ULINE	142122970	Storage Racks, Sign Posts, Push Cart for new Station	2,747.07
PROVANTAGE ACCOUNTING	9104007	PO #20692 HPE Aruba Instant On Switch	1,560.00
Total FIRE FUND EXP/TRNFERS:			6,707.07
Total FIRE CONSTRUCTION FUND:			6,707.07
<b>STRATEGIC INITIATIVE FUND</b>			
<b>STRATEGIC INITIATIVE EXPENSE</b>			

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>54-4410-4200 PROFESSIONAL SERVICES</b>			
AGNEW BECK CONSULTING INC	10045	Housing Action Plan & Assessment	6,453.75
Total STRATEGIC INITIATIVE EXPENSE:			6,453.75
Total STRATEGIC INITIATIVE FUND:			6,453.75
<b>WATER FUND</b>			
<b>WATER EXPENDITURES</b>			
<b>63-4340-3200 OPERATING SUPPLIES</b>			
A.C. HOUSTON LUMBER CO.	2112-867183	55 Gal 2 Mil Bag 40pk	29.99
A.C. HOUSTON LUMBER CO.	2112-869070	Gloves, Hex Bolts, Hex Nuts	74.19
ALSCO - AMERICAN LINEN DIVI	LBO11948691	Jackets, Shirts, Vests w/ Embroidary	420.02
ALSCO - AMERICAN LINEN DIVI	LBO11950762	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	28.42
ALSCO - AMERICAN LINEN DIVI	LBO11950764	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	56.43
<b>63-4340-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	982106	37271 121521	404.71
<b>63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
CHATTERTON, KELLEN	121621	Reimbursement for Travel	164.16
CHATTERTON, KELLEN	121621	Travel for Class: Meals	21.39
<b>63-4340-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>			
RIVER RUN AUTO PARTS	6538-173580	ZX G-05 AFC	28.95
Total WATER EXPENDITURES:			1,228.26
Total WATER FUND:			1,228.26
<b>WATER CAPITAL IMPROVEMENT FUND</b>			
<b>WATER CIP EXPENDITURES</b>			
<b>64-4340-7653 WATER METER REPLACEMENT</b>			
FERGUSON ENTERPRISES, LLC	0806532	NEW WATER METERS AND METER VAULTS	4,487.67
Total WATER CIP EXPENDITURES:			4,487.67
Total WATER CAPITAL IMPROVEMENT FUND:			4,487.67
<b>WASTEWATER FUND</b>			
<b>WASTEWATER EXPENDITURES</b>			
<b>65-4350-3200 OPERATING SUPPLIES</b>			
ALSCO - AMERICAN LINEN DIVI	LBO11948691	Jackets, Shirts, Vests w/ Embroidary	505.90
ALSCO - AMERICAN LINEN DIVI	LBO11950762	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	28.41
ALSCO - AMERICAN LINEN DIVI	LBO11950763	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	126.36
ALSCO - AMERICAN LINEN DIVI	LBO11952502	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	38.87
ATKINSONS' MARKET	04143994	Teas	16.58
D & B SUPPLY INC.	57738	Work Pants, Shirts, Boots: Frank Suwanrit	261.21
D & B SUPPLY INC.	67356	Work Boots: Mick Mummert	109.99
UPS STORE #2444	1002.2	Posting to Analytical Labs	321.08



Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>65-4350-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	982105	37270 121521	111.87
<b>65-4350-4200 PROFESSIONAL SERVICES</b>			
BANYAN TECHNOLOGY INC.	20874	SERVICE AGREEMENT FOR 2021-2022	9,527.00
<b>65-4350-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
VERIZON WIRELESS	965494438 121	965494438 121021	41.64
VERIZON WIRELESS	965494438 121	965494438 121021	24.54
<b>65-4350-5200 UTILITIES</b>			
IDAHO POWER	2202158701 12	2202158701 121321	8,566.26
<b>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
PIPECO, INC.	S4430407.001	PVC Pipe, Coupling	25.76
PLATT ELECTRIC SUPPLY	2118087	Connector	10.72
THE O-RING STORE LLC	529558	O-Rings	68.52
<b>65-4350-6900 COLLECTION SYSTEM SERVICES/CHA</b>			
McMASTER-CARR SUPPLY CO.	69672779	Wet-Environment Rope	96.13
UNITED OIL	982105	37270 121521	70.21
VERIZON WIRELESS	965494438 121	965494438 121021	41.64
SUWANRIT, FRANK	122121	REIMBURSEMENT: Frank Suwanrit Collection Cert Test	25.00
Total WASTEWATER EXPENDITURES:			20,017.69
Total WASTEWATER FUND:			20,017.69
<b>WASTEWATER CAPITAL IMPROVE FND</b>			
<b>WASTEWATER CIP EXPENDITURES</b>			
<b>67-4350-7800 CONSTRUCTION</b>			
ADVANCED UNDERGROUND IM	2190	Paving Project	22,525.00
<b>67-4350-7811 CAPITAL FACILITY PLAN</b>			
HDR ENGINEERING, INC.	1200396768	20576 - Wastewater Facility Planning Study	1,067.00
Total WASTEWATER CIP EXPENDITURES:			23,592.00
Total WASTEWATER CAPITAL IMPROVE FND:			23,592.00
<b>PARKS/REC DEV TRUST FUND</b>			
<b>PARKS/REC TRUST EXPENDITURES</b>			
<b>93-4900-6500 ICE RINK-PRIVATE</b>			
IDAHO LUMBER & HARDWARE	890878	Snow Pusher, Scoop Grain Poly	135.96
Total PARKS/REC TRUST EXPENDITURES:			135.96
Total PARKS/REC DEV TRUST FUND:			135.96
<b>ESSENTIAL SERVICES FAC. TRUST</b>			
<b>ESF TRUST EXPENDITURES</b>			
<b>95-4193-7201 FUTURE ESF CITY HALL</b>			
S & C ASSOCIATES LLC	1891-1919 (JA	1905	230.00

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Vendor Name	Invoice Number	Description	Net Invoice Amount
Total ESF TRUST EXPENDITURES:			230.00
Total ESSENTIAL SERVICES FAC. TRUST:			230.00
Grand Totals:			<u>323,051.90</u>

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Report Criteria:

Invoices with totals above \$0 included.

Only unpaid invoices included.

[Report].GL Account Number = "0110000000"- "9648008200", "9910000000"- "9911810000"

Invoice Detail.Voided = No,Yes

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## City of Ketchum

January 3, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Purchase Order 22047 With Integrity Pump Solutions, Inc for Submersible Pump Repair**

#### Recommendation and Summary

Staff is recommending the council approve Purchase Order 22047 and adopt the following motion:

**"I move to approve Purchase Order 22047 with Integrity Pump Solutions, Inc for the repair of a submersible wastewater pump in the amount of \$9,146.00 and authorize the Mayor to sign it."**

The reasons for the recommendation are as follows:

- The pump is not working, and needs repaired.
- Repairing this pump will allow it to be used for another few years until a replacement can be planned for as a budgeted item.
- The cost of repairing the pump is less than half of the cost of replacing it.

#### Introduction and History

The influent pumping station at the treatment plant was built in 1997. It was designed with three pumps to maintain the necessary level of redundancy for wastewater treatment. 20 years is the typical lifespan of this type of pump.

#### Analysis

One of the three original pumps was replaced in 2016. Another is expected to be replaced in the near future, FY2023. Repairing this pump should allow us to be able to use it for several more years then replace it as scheduled.

#### Sustainability

The recommended action will further the goals of the 2020 Ketchum Sustainability Action Plan in the following ways:

- Parts being replaced will bring the pump close to its original pumping efficiency.

#### Financial Impact

Funds for the purchase of the pump will come from the Repair and Maintenance line item of the Wastewater Expenditures Budget. This expense will be shared with the Sun Valley Water and Sewer District.

Attachments:

Purchase Order 22047

Integrity Pump Solutions Repair Quote



**CITY OF KETCHUM**  
**PO BOX 2315 \* 480 EAST AVE. \* KETCHUM, ID 83340**  
**Administration 208-726-3841 (fax) 208-726-8234**

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 22047**

<b>To:</b> 5747 INTEGRITY PUMP SOLUTIONS, INC 204 SOUTH DUDLEY LN NAMPA ID 83687	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
12/22/2021	gbeiser	gbeiser	Utilities/Wastewater	0	

Quantity	Description	Unit Price	Total
1.00	LS Pumpex Repair 65-4350-6100 435002	9,146.00	9,146.00
SHIPPING & HANDLING			0.00
TOTAL PO AMOUNT			9,146.00

\_\_\_\_\_  
 Authorized Signature

# Integrity Pump Solutions, Inc

4420 Capital St, Suite B  
 Caldwell, ID 83605  
 Phone: 208-649-8333  
 Fax: 884-351-6902



# Repair Quote

**Ship to:**

**Mick Mummert**  
**Ketchum WWTP**  
 110 River Ranch Rd.  
 Ketchum, ID 83340

**Bill To:**

**Ketchum, City of**  
 PO Box 2315  
 Ketchum, ID 83340

Quote #	Date	Salesman	Freight	Terms	Lead Time
11264R	12/06/21	Matt Clemens	FFA - Best Way	Net 30	6-8 Weeks

**Inspection Report:**

The pump was brought into the shop due to a bad insulation reading when I went to replace power cables. This is an indication that water made it into the motor. The top of the motor and electrical was disconnected. The main terminal block was corroded and one of the terminals was stripped. This will need replaced. The Stator was sent to the motor shop to perform a wash and bake. After the wash and bake, the motor was surge tested and insulation resistance tested, and it tested well. The pump was disassembled. Impeller wear ring was incredibly worn. The clearance was approximately 0.375" and it should be closer to 0.030". This is just due to wear. The lower seal plate was not bolted in place. The mechanical seal was providing the tension to keep the seal plate sealed up. The upper seal was still in good condition. All of the bearing fits were good and no other notable wear was present.

Options	Item Description	Sale Price
1 <input type="checkbox"/>	Ketchum LS Pumpex Repair  <b>TO INCLUDE:</b> ~ Wash, Bake and Surge Test Motor ~ New Bearings ~ New Seals and O-rings ~ Machine Custom Wear Ring and Balance Impeller ~ Re-drill Lower Seal Plate ~ Install New Power Cables ~ Labor	\$9,146.00          <b>Repair cost is 41.69% of new unit</b>
2 <input type="checkbox"/>	Replace with: <b>ABS XFP 206J CB2 PE200/6</b>	\$21,940.71
3 <input type="checkbox"/>	Pay Open and Inspection Fee and Do Not Repair or Replace	\$300.00

Your selection of how to proceed with your Equipment Repair is subject to Integrity Pump Solutions' standard terms and conditions and credit approval which are attached and made part of this agreement. We appreciate your interest in our products and services and if you have any questions on our offerings please do not hesitate to call.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Accepted by (Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Thanks,  
 Matt Clemens  
 Regional Sales Manager  
 Integrity Pump Solutions



**I: FORMATION OF CONTRACT:** These standard terms and conditions of sale ("Terms and Conditions") together with the sales covenants, the general specifications, the technical specifications, and any addendum thereto, including any acknowledgement by Integrity Pump Solutions, inc. (referred to as "Integrity" from here on), comprise the "Proposal" or "Sales Quotation" (collectively the "Quotation"), which upon acceptance by Purchaser become the "Agreement." Subject to prior credit approval by Integrity (see "Payment Terms" section below), Purchaser may accept the Quotation through: (i) delivering a purchase order that incorporates the Quotation by reference and payment of the initial deposit; (ii) other written indication by Purchaser of its acceptance of the Quotation along with payment of the initial deposit; (iii) delivering a purchase order or other written indication by Purchaser of its acceptance of the Quotation and agreement by both parties on a standard progress payment plan that does not require an initial deposit (see "Credit Approval and Payment Terms" section below); or (iv) receipt by Purchaser of Integrity's acknowledgement without notice of rejection. The effective date of the Agreement shall be the date that Integrity communicates to Purchaser via Integrity's acknowledgement, in writing. Integrity's obligations under the Quotation or the Agreement shall not commence until the effective date. The scope of work for the Agreement is limited to the equipment, machinery, goods, engineering services (if applicable) and/or related commissioning services (if applicable) specifically set forth in the Agreement ("Equipment"). The scope of work does not include installation or any on-site services unless specifically identified as being included in the price in the Agreement. Any terms and conditions contained in any purchase order, plans and specifications, correspondence, or accompanying payment for delivery of the Equipment, which are different from or in addition to the Terms and Conditions herein, shall not be binding on Integrity, whether or not they would materially alter the Agreement, and Integrity Pump Solutions, inc. hereby objects to and rejects the same unless such terms and conditions are delivered to Integrity prior to Quotation and referenced in the Quotation.

Pricing does not include taxes, FOB point of manufacture with freight prepay and add. Pricing does not include any State, Sales, Use and/or other taxes as may be applicable to this project.

**II: ESCALATION:** The prices as quoted will be held firm through the quoted delivery period provided Integrity has received a written, technically complete, commercially acceptable purchase order from our customer and all the submittal data has been returned approved to Integrity within the 60 days from the date submitted and the equipment has been released to manufacture.

**III: TERMS AND CONDITIONS:** This proposal is valid for acceptance through fourteen (14) days from referenced bid date and is subject to the attached Integrity terms and conditions. If there are any differences between the Integrity terms and any part of the bid specifications, then the Integrity terms shall apply and take precedence. Integrity will not be responsible for any form of back charges or liquidated damages or any form for the above referenced project. Integrity will be willing to negotiate final terms and conditions with the awarded contractor after the bid date. Contractor will be liable for fees associated with Submittals if contract is terminated prior to release or delivery of equipment to the job site.

**IV: WARRANTY:** The Manufacturers standard warranty as per the attached terms and conditions shall apply to this proposal. Any form of push/pull charges associated with project due to warranty is not part of Integrity's Scope of Supply. Repairs come with a standard 90 day warranty, from ship date.

**V: TERMS OF PAYMENT:** Integrity's standard payment terms are net thirty (30) days from invoice date. Time is of the essence with respect to all payments. Payments that are outstanding more than ten (10) days from their respective due date shall bear an interest rate of one and one-half percent (1.5%) per month (eighteen percent (18%) annually) until fully paid, including any interest accruing thereon. If Integrity Pump Solutions, inc. chooses to turn any past-due balances over to a collection agency, Purchaser agrees to pay costs of the collection to the extent that is allowed by law for commercial accounts.

#### **INTEGRITY PUMP SOLUTIONS, INC. TERMS & CONDITIONS**

- 1. General:** These Purchase Terms and Conditions form a part defined or referenced as the Agreement. In case of conflicts and discrepancies between the Agreement and any other document, the parties' intent shall be inferred from the Agreement document read as a whole and the most strict and stringent clause or requirement of any part of the Agreement shall control, unless specifically stated otherwise. The Agreement reference will supersede all related documents, including but not limited to, invoices, packing slips, delivery receipts, and correspondence.
- 2. Acceptance:** BUYER shall be bound by this Agreement when it commences any performance hereunder. This Agreement expressly limits acceptance to the terms and conditions stated herein, including any and all attachments, exhibits, or other documents referenced. SELLER's conditions shall be deemed accepted in their entirety by commencement of any work hereunder or upon failure to notify SELLER in writing of exceptions within five (5) business days from date of issuance of this Agreement, whichever occurs first.
- 3. Termination for Convenience of BUYER.** BUYER retains the right to suspend or terminate this Agreement or any part thereof for its sole convenience. In the event of such termination, SELLER shall immediately stop all work hereunder, and shall immediately cause its suppliers or subcontractors to cease such work. BUYER will be responsible for reasonable termination charge consisting of a percentage of the Agreement price reflecting the percentage of the work properly delivered prior to the notice of termination plus actual direct costs resulting from termination, including cancellation charges directly associated with costs for items that are in production at time of cancellation. SELLER shall not be paid for any work done after receipt of the notice of termination which SELLER could reasonably have avoided, nor for any costs incurred by SELLER's suppliers or subcontractors which SELLER could reasonably have avoided.
- 4. Termination for Cause:** BUYER may also terminate this Agreement or any part hereof for cause in the event of any default by the SELLER or if the SELLER fails to comply with any of the terms and conditions of this Agreement. Late deliveries, delivery of goods which are defective or which do not conform to this Agreement, and failure to provide BUYER upon request of reasonable assurance of future performance shall all be causes allowing BUYER to terminate this Agreement for cause. In the event of termination for cause, BUYER shall not be liable to SELLER for any amount and SELLER shall be liable to BUYER for any and all damages sustained by reason of the termination.
- 5. Proprietary Information, Confidentiality, and Advertising:** BUYER shall consider all information furnished by SELLER to be confidential and shall not disclose any such information for any purpose other than performing this Agreement, unless BUYER obtains written permission from SELLER to do so. This restriction shall apply, but not be limited to, articles, drawings, specification, or other documents prepared by SELLER for BUYER in connection with this Agreement. SELLER shall not advertise or publish the fact that BUYER has contracted to purchase goods or services from SELLER, nor shall any information relating to the Agreement be disclosed without BUYER's written permission. Unless otherwise agreed in writing, commercial, financial or technical information disclosed in any manner or at any time by SELLER to BUYER shall be deemed secret or confidential.

- 6. Costs Included in Price:** Unless otherwise specified, the price stated on this Agreement includes all charges and expenses of SELLER, including but not limited to packing, boxing, cartage, and any and all applicable taxes of federal, state, local government including, but not limited to, duty, excise tax, sales and use tax, occupational tax, processing tax, and manufacturing tax. SELLER agrees to accept in lieu of any tax that may be included in this Agreement, a tax exemption certificate or other evidence acceptable to the federal, state or local government and to reduce the price stated herein by the amount of such exempt tax.
- 7. Liens or Claims:** The SELLER has the right to file a lien on the Project, then to the extent of any payments made. SELLER agrees as part of this Agreement, and for the consideration herein set forth, that SELLER will execute a general release waiving, upon receipt of final payment by SELLER, all claims, except those claims previously made in writing to BUYER and remaining unsettled at the time of final payment.
- 8. Affirmative Action:** SELLER warrants that the goods and/or services covered by this Agreement will be produced in compliance with the requirements of applicable labor and employment laws, regulations, and orders.
- 9. Remedies:** Each of the rights and remedies reserved by SELLER in this Agreement shall be cumulative and additional to any other or further remedies provided in law or equity or in this Agreement.
- 11. Setoff:** No claims for money due or to become due from BUYER shall be subject to deduction or set off by the BUYER by reason of any claim arising out of this or any other transaction without the prior approval of the SELLER.
- 12. Shipment:** Delivery charges are the responsibility of the BUYER. All freight will be shipped FOB Shipping point unless alternative agreements are assigned.
- 13. Delivery:** Time is an important consideration of this Agreement. Deliveries of goods and/or rendering of services are to be made both in quantities and at terms specified on the face hereof, or upon release schedules furnished against this Agreement.
- 14. Title, Risk of Loss and Storage:** Unless otherwise stated in this Agreement, title to the goods shall pass from SELLER to BUYER and/or Owner upon shipment and initial receipt of the goods by carrier. BUYER shall be responsible for loss or damage to work in transit and all goods to be furnished hereunder BUYER will be responsible for required storage of all goods if specified.
- 15. Applicable Law:** The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of IDAHO.
- 16. Compliance with Laws:** In accepting this Agreement SELLER warrants that it has and will continue during the performance of this Agreement to comply with the applicable provisions of all federal, state and local laws and regulations including, but not limited to:
- Fair Labor Standards Act of 1938, as amended.
  - The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended and implementing rules and regulations (41 CFR) which are incorporated herein by reference, unless this Agreement is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. 11246 or provisions of any superseding E.O..
  - The Affirmative Action for Handicapped Workers Clause in (41 CFR, Part 60, Sub Section 741.4) and the implementing rules and regulations of the Department of Labor associated therewith which are incorporated herein by reference, unless this Agreement is under US \$2,500.
  - The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Clause (41 CFR, Part 60, Sub section 250.4) and the implementing rules and regulations of the Department of Labor associated therewith which are incorporated herein by reference, unless this Agreement is under US\$10,000.
- 17. Notice:** All notices required to be given hereunder shall be deemed to be duly given by person delivering such notice or by mailing it, via reregistered or certified mail as follows. Notice to SELLER shall be at the address recorded on the face of this Agreement. Notice to BUYER shall be to the address appearing on the face of the Purchase Document.
- 18. Savings:** If any provision of this Agreement is determined to be unenforceable or in contravention of any applicable law, such provision shall be deemed modified to the minimum extent required to bring such provision into compliance with said law.
- 19. Entire Agreement:** This Agreement, including as applicable SELLER's proposal to the BUYER, constitutes the entire agreement between SELLER and BUYER and supersedes all prior or contemporaneous communications, representations, or agreements, oral or written, with respect to its subject matter. Any additional or different terms in SELLER's terms or proposal are hereby expressly rejected.
- 20. INSURANCE AND CLAIMS.** If SELLER or its employees or agents come into Contractor's premises or Project in connection with this Agreement, SELLER agrees to carry (l) Commercial General Liability Insurance covering personal injuries (including death), both in commercially reasonable amounts. SELLER further agrees to provide and maintain Workers' Compensation, Insurance in conformity with the laws of the state in which such premises or Project is located and Employer's Liability Insurance.
- 21. DISPUTE RESOLUTION.** Promptly after identification of a "claim" (a demand for monetary compensation or damages or time extension, arising from or relating to the Project), BUYER and SELLERS designated representatives shall meet and attempt to reach agreement upon a reasonable, compromise resolution of the claim. If any claim not involving the Owner remains unresolved after this attempt, BUYER & SELLER agree promptly to submit the matter to mediation by an experienced, mutually acceptable mediator within one hundred twenty (120) calendar days after the meeting of the parties' representatives, unless the parties both agree upon a longer period of time. The parties mutually agree that the resolution of the Arbitration will be fully binding. The parties shall share equally the mediator's fee for the mediation.
- 22. MUTUAL INDEMNIFICATION.** Each Party shall defend, indemnify, and hold harmless the other Party, including affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims of Third Parties, and all associated losses or damages, to the extent arising out of (a) a Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement.
- 23. EXCLUSION OF CONSEQUENTIAL DAMAGES.** In no event shall Integrity be liable for any punitive, exemplary or other special damages, or for any indirect, incidental or consequential damages (including for lost profits, work stoppages or lost business opportunity) arising under or in relation to this Agreement, whether arising under breach of contract, tort or any other legal theory, and regardless of whether the Company has been advised of, knew of, or should have known of the possibility of such damages.





## City of Ketchum

January 3, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation for Approval of Purchase Order # 22048 to AAA Equipment Company, LLC for the purchase of a 2022 Aquatech B10 Rear Mounted Vacuum Truck**

#### Recommendation and Summary

Staff is recommending the council approve Purchase Order # 22048 and adopt the following motion:

***"I move to approve Purchase Order # 22048 to AAA Equipment Company, LLC for a 2022 Aquatech B10 Rear Mounted Vacuum Truck for the Amount of \$448,507.00 and authorize the Mayor to sign it."***

The reasons for the recommendation are as follows:

- The current sewer vacuum truck has reached the end of its life expectancy.
- The truck is needed for sewer line cleaning.
- The truck is used to clear obstructions that may occur in the sewer lines.

#### Introduction and History

The Sun Valley Water and Sewer District (SVWSD) and the City of Ketchum each operate and maintain sewage collection systems in their area of responsibility. A sewer vacuum truck is a valuable tool to support the proper and efficient operation of these collection systems. The truck is used for sewer mainline cleaning as well as clearing obstructions in the sewer. SVWSD and Ketchum co-own the current vacuum truck. This truck is nearly 30 years old and needs to be replaced.

#### Analysis

Staff is proposing the City of Ketchum and SVWSD purchase a new Hi-Vac Aquatech Combination Jet/Vac truck from AAA Equipment Company. Demonstrations by three different truck manufacturers were presented to both collection system's operators and the Aquatech truck was determined to be the best truck for our needs.

#### Sustainability

The recommended action does not have a feasible alternative to further the goals of the 2020 Ketchum Sustainability Action Plan.

#### Financial Impact

The purchase amount for the truck is \$448,507.00. 50% of the cost for this purchase will be the responsibility of the City of Ketchum and 50% the responsibility of the Sun Valley Water and Sewer District. This is a capital item to be used by both entities on an as-needed basis. This purchase amount is part of the City of Ketchum FY2022 adopted budget. Pricing was obtained from Sourcewell, a service cooperative which competitively

solicits procurement contracts for government agencies. Idaho law allows political subdivisions to participate in such cooperative purchasing programs.

Attachments:

Purchase Order # 22048

Sourcewell/Hi-Vac Quote # Q-02198-1



**CITY OF KETCHUM**  
**PO BOX 2315 \* 480 EAST AVE. \* KETCHUM, ID 83340**  
**Administration 208-726-3841 (fax) 208-726-8234**

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 22048**

<b>To:</b> 5758 AAA EQUIPMENT CO, LLC 3808 N SULLIVAN, BLDG 107 SPOKANE VALLEY WA 99216	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
12/22/2021	gbeiser	gbeiser	Utilities/Wastewater	0	

Quantity	Description	Unit Price	Total
1.00	2022 Aquatech B10-1450 Rear Mounted Vac 67-4350-7600 435001	448,507.00	448,507.00
SHIPPING & HANDLING			0.00
TOTAL PO AMOUNT			448,507.00

\_\_\_\_\_  
 Authorized Signature



**Customer Proposal**

Sourcewell Contract # 122017-HVC

Customer Name Ketchum, ID Wastewater Division  
 Contact Name \_\_\_\_\_  
 Address 110 River Ranch Road  
Ketchum, Idaho 83340  
 Phone Number 208-726-7825  
 E-Mail Address \_\_\_\_\_

Dealer AAA Equipment Co LLC  
 Contact Name Daniel Coley  
 Address 3808 N Sullivan Bldg 107  
Spokane Valley,  
Washington 99216  
 Phone Number (509) 922-1363  
 E-Mail Address dcoley@hi-vac.com

0. BODY

Qty	Item	Description
1.00	B10-1450	10 yds. of Debris, 1450 Gallons of Water Rear Reel Combination Unit
1.00	MISC Option	H.A.L.O. System (Includes light, charger, reel and attaching pieces) Installed

1. VACUUM SYSTEM

Qty	Item	Description
1.00	STD-0014	Blower Engagement at Operators Station
1.00	STD-0015	Mounted Stainless Steel Final Filter
1.00	STD-0013	Reinforced Poly-Chain Drive System
1.00	STD-0017	Vacuum Gauge at Operators Station
1.00	STD-0016	Vacuum Relief Valves
1.00	A383923-2	Pneumatic Vacuum Breaker
1.00	A381565	Hibon Model TS-56 - 5000 CFM, 18" Hg
1.00	300002955	Cyclone Separator with Collection Chamber

1.1. WATER SYSTEM

Qty	Item	Description
1.00	STD-0021	Pressure Relief Valve Shall be Installed to Protect the Pump



Qty	Item	Description
1.00	STD-0020	Water Pump Air Purge Valve
1.00	121002495	1/2" x 75' High Pressure Gun & Hose Assembly with Spring Retracting Reel
1.00	121002494	1/2" x 75' Wash Down Gun Hose Assembly with Spring Retracting Reel
1.00	200070011	12 Volt Cold Weather Recirculation System
1.00	121006500	80 GPM @ 2500 PSI Water System
1.00	121005969	Unloader Control System Side & Rear
1.00	A239902	Water Purge/Blow Out System

1.2. DEBRIS TANK

Qty	Item	Description
1.00	STD-0119	10 yd. Debris Tank Capacity
1.00	STD-0026	2 - Debris Level Sight Eyes Located in Rear Door
1.00	STD-0023	56,000 lb. Double-Acting Dump Hoist
1.00	STD-0025	4 - Individual Hydraulic Cylinder Door Locks
1.00	STD-0029	Rear Door Safety Prop
1.00	STD-0027	Stainless Steel Ball Check Valve with Air Deflector Screen
1.00	STD-0033	Stainless Steel Fenders
1.00	A000401	Anti-Slip Tape on Tank Top
1.00	STD-0024	Top Hinged Hydraulic Open/Close Rear Door
1.00	121005979	Dual Floor Flushers & Tank Flush
1.00	300003522	Tank Top Access Ladder
1.00	A381531-1	Remote Lubrication Manifold
1.00	121006209	Removable Decant Hose with Disconnect & Cap
1.00	NS-0030	6" Rear Drain Valve in Rear Door with 15' x 6" Lay-Flat Hose

1.3. WATER TANKS

Qty	Item	Description
1.00	STD-0074	3" Y-strainer at Water Pump with Drain



Qty	Item	Description
1.00	STD-0081	3/8" Thick Polyethylene UV Stabilized Graphite Water Tanks with 1,150 Gallon Capacity
1.00	STD-0075	Fill Hose Storage Basket
1.00	STD-0038	Heavy Duty Water Fill with Anti-Siphon Air Gap & 2" Y-Strainer
1.00	STD-0036	Self-Cleaning Tank Design with 2.5" Quick Opening Drain
1.00	300005200	Digital Water Level Indicator

1.4. BOOMS

Qty	Item	Description
1.00	STD-0045	Boom Clean Out Port
1.00	STD-0043	Hydraulic Power Up/Down Rear Boom Storage
1.00	STD-0042	Slewing Gear Power Rotation with 360 Degree Rotation
1.00	STD-0041	Top-Loading Boom Design One Piece HD Rubber Debris Hose
1.00	200041021	8" x 23' Ring Lock Extendable Boom

1.5. HOSE REEL

Qty	Item	Description
1.00	STD-0047	Hose Reel Rotation Controlled via Electric/Hydraulic Control
1.00	STD-0046	Hydraulically Articulated 180 Degree Street to Curb Rotation
1.00	A382703-2	Auto Level Wind with Counter
1.00	A383276	Hose Counter Spring Loaded
1.00	A176110	20' Leader Hose
1.00	A175271-3000-Cobr	Sewer Hose 1" x 800' 3000 PSI

1.6. STORAGE

Qty	Item	Description
1.00	121005547	Step Toolbox
2.00	A180757-S	48"Wx24"Dx24"H Tool Box with Shelf
1.00	A385801	Aluminum Tool Trays on Both Side of Water Tanks



Qty	Item	Description
1.00	300004744	Tube Rack, Sliding, Vertical, BOC, 8 Tube with Tool Storage

1.7. CONTROLS

Qty	Item	Description
1.00	STD-0059	12 Volt Electrical Outlet at Panel
1.00	STD-0051	6 Position Joystick Boom Control Mounted at Control Station
1.00	STD-0061	Back Up Alarm
1.00	STD-0057	Boom Up Warning Light & Alarm
1.00	STD-0052	Chassis Tachometer
1.00	STD-0056	Electronic Engine Throttle Control
1.00	STD-0054	Hose Reel Speed Control
1.00	STD-0058	Low Water Warning Light & Alarm
1.00	STD-0060	PTO Hour Meter
1.00	A000372	Blower Hour Meter
1.00	A120051	Water Pump Hour Meter
1.00	STD-0053	Vacuum Gauge
1.00	STD-0055	Water Pressure Gauge
1.00	STD-0050	Wireless Remote with LCD Display

1.8. LIGHTING

Qty	Item	Description
1.00	STD-0062	Boom Clearance Lights
1.00	STD-0063	LED Style DOT Lighting
1.00	A120378-3-LED	Boom Flood Lights
1.00	A120101-LED	Control Panel Lights
1.00	121002479	Strobe Light Right Rear Debris Tank with Guard
1.00	121002484	Strobe Light Right Front Debris Tank with Guard



1.9. MISCELLANEOUS

Qty	Item	Description
1.00	PAINT-WHITE	White Paint
1.00	A176150	25' x 2 1/2" Hydrant Fill Hose
1.00	STD-0065	Flexible Hose Guide (Tiger Tail)
1.00	STD-0066	Tube Connector Tool
1.00	10000551	8" Manhole Tube Support
1.00	A244263	8" Tubes Handle
1.00	A388552	DOT Safety Kit

2. TUBES

Qty	Item	Description
1.00	STD-0067	1 - Intake Tube 6'
1.00	STD-0068	1 - Extension Tube 6'

2.3. BAND LOCK TUBES

Qty	Item	Description
3.00	10000503	Extension Tube 6" x 6' Band Lock
1.00	10000498	Intake Tube Male 6" x 6' Band Lock
1.00	10000453	Reducer 8" Male x 6" Female Band Lock

2.4. NOZZLES

Qty	Item	Description
1.00	STD-0069	1 - 15 Degree Nozzle
1.00	STD-0070	1 - 30 Degree Nozzle

2.5. STOCK CHASSIS OPTIONS

Qty	Item	Description
1.00	FRT 114 Auto Tag	Freightliner 114SD Tandem with Tag





**Sourcewell Contract Price:** \$454,672.00

**2022 Customer Price:** \$448,507.00

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

**Customer Name Printed:** \_\_\_\_\_

**Customer Signature:** \_\_\_\_\_



1. Applicability of Seller's Terms and Conditions. All orders ("Orders") placed by the entity purchasing goods and services ("Buyer") of Hi-Vac Corporation ("Seller") are expressly conditioned on Buyer's agreement to these Terms and Conditions of Sale ("Terms and Conditions"). Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No Buyer purchase order or other form or communication shall modify these Terms and Conditions, nor shall any course of performance, course of dealing, or usage of trade operate as a modification or waiver of these Terms and Conditions. Any order to purchase goods or services shall constitute Buyer's assent to these Terms and Conditions.
2. Quotations. Unless otherwise specified in the quotation, Seller's quotation shall expire thirty (30) days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.
3. Payment and Shipping Terms. Domestic sales are FOB, Seller's factory or other point of shipment designated by Seller. International sales are CIF. Unless otherwise quoted or acknowledged by Seller, payment terms are net thirty (30) days from the date of an order. Payment for all goods or services is due and shall be paid according to the terms appearing on the face of the invoice and quotation from Seller. Any amount not paid on the date it is due shall accrue interest at a rate of 18% per annum. All payments will be made in US Dollars. If Buyer is delinquent in the payment of any invoice, Seller may, in its discretion and without prejudice to its other rights, withhold shipment (including partial shipments) of any order and require Buyer to prepay for further shipments until complete payment has been received. Buyer shall be responsible for all costs related to the collection of past due unpaid amounts. In addition to any prices, Buyer shall pay the amount of any present or future manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, customs duty, inspections or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any government authority, on or measured by the transaction between Seller and Buyer. In the event Seller is required to advance any such tax, fee or charge, Buyer shall reimburse Seller therefor, or, in lieu of such payment, Buyer shall provide Seller at the time the order is submitted with any exemption certificate or other document acceptable to the authority imposing such tax, fee or charge. For international transactions, Seller shall not begin production or fabrication of ordered goods until one of the following has occurred: (i) Buyer has provided full (100%) payment of all costs related to the Order, or (ii) Buyer has provided Seller with a letter of credit covering all costs related to the Order, such letter of credit shall be determined acceptable or non-acceptable in the Seller's sole and absolute discretion.
4. Title and Risk of Loss. Title and risk of loss or damage in transit shall pass from Seller to Buyer at delivery, which shall be deemed to occur upon transfer of possession to the first carrier or Buyer's representative (which for these purposes will include Seller if Buyer has arranged for transportation by Seller's personnel) at the delivery point whichever occurs first pursuant to the applicable shipping terms.
5. Delays or Default in Delivery. Seller shall have no liability to Buyer for Seller's delay or default in delivery due to strikes, secondary boycotts, riots, wars, accidents, fires, floods, explosions, vandalism, government embargoes, priorities or regulations, transportation delays, shortages of labor, fuel, materials, supplies, power, transportation facilities or tooling capacity, the impact of the outbreak of COVID-19 or any other epidemics, or other similar or dissimilar causes beyond Seller's reasonable control whether or not foreseeable. Under no circumstances shall Seller have any liability for penalties or other consequential damages of any kind resulting in whole or in part from Seller's delay in delivering, or failure to deliver any goods to or perform services for Buyer as agreed.
6. Acceptance. Buyer acknowledges and agrees that the Buyer has 10 calendar days to inspect the goods from the earlier of (i) the time the goods have been picked up by Buyer or their representative, and (ii) the time the goods have been delivered to the destination in the invoice or a place that the Purchaser typically receives goods from Seller. Buyer must notify the Seller if the goods are being rejected as non-conforming goods by providing a Return of Goods Authorization form ("RGA") received by Seller no later than 10 calendar days after receipt of goods as determined above and the RGA must include the invoice and transaction number, the goods that Buyer believes are non-conforming and the details of why Buyer asserts the goods are not conforming. Failure to notify Seller within 10 calendar days will be deemed acceptance of the goods and any subsequent product issue shall be controlled by the product warranty section of these Terms and Conditions. If Seller allows the return of any goods after the 10 calendar day acceptance period, Buyer shall pay a 15% restocking fee to Seller.
7. Design and Technical Information. Seller claims proprietary rights in the items and information associated with the Order. Drawings and technical information are issued in confidence for engineering information and mutual assistance only and may not be publicly disseminated, reproduced or used by Buyer without Seller's prior written consent and shall be returned upon the earlier of Seller's written request or when its purpose has been served.
8. Changes; Cancellations. Changes and/or cancellations to existing schedules or orders are subject to Seller's prior written acceptance and reasonable cancellation charges, including all progress billings and reimbursement by Buyer of Seller's incurred direct manufacturing costs, including but not limited to all labor costs and expenses and costs of materials that are not usable by Seller and other non-recoverable costs incurred. Such incurred costs will be determined by Seller and communicated in writing to Buyer.
9. Limited Warranty. Seller's warranty is set forth in Seller's Limited Warranty for the goods or services covered by the Order, as the same is attached hereto or otherwise provided to Buyer. THIS WARRANTY IS BUYER'S EXCLUSIVE REMEDY AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR REPRESENTATIONS, WHETHER BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any description of the goods, whether in writing or made orally, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with Buyer's Order are for the sole purpose of identifying the goods and shall not be construed as a warranty.
10. Limitation of Liability. THE REMEDIES OF THE BUYER SET FORTH IN THESE TERMS AND CONDITIONS OF SALE ARE EXCLUSIVE AND ARE ITS SOLE REMEDIES FOR ANY FAILURE OF SELLER TO COMPLY WITH ITS OBLIGATIONS HEREUNDER. NOTWITHSTANDING ANY PROVISION IN THESE TERMS AND CONDITIONS OF SALE TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE IN CONTRACT, WARRANTY, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), EXTRA-CONTRACTUALLY, OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS SOLD HEREUNDER, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, DELAYS, CLAIMS OF CUSTOMERS OF THE BUYER OR OTHER THIRD PARTIES (EXCEPT AS OTHERWISE PROVIDED FOR ABOVE IN THE SECTION TITLED AS INTELLECTUAL PROPERTY INFRINGEMENT) OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S TOTAL CUMULATIVE LIABILITY ARISING FROM, CONNECTED WITH, RESULTING FROM OR RELATED TO THESE TERMS AND CONDITIONS OF SALE WHETHER THE CLAIMS ARE BASED IN CONTRACT, WARRANTY, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), EXTRA-CONTRACTUAL, OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID.
11. Remedies. Any lawsuit or legal claim for breach of this order must be brought within one year.
12. Governing Law and Jurisdiction. The laws of the State of Ohio, without regard to the conflicts of law principles thereof, shall govern Buyer's order, these Terms and Conditions and all disputes and/or disagreements arising hereunder. Both parties agree and hereby submit to the exclusive jurisdiction and venue of the state or federal courts, in Washington County, Ohio, with respect to any and all disputes arising out of or relating to these Terms and Conditions or any of the transactions contemplated hereby; and each party irrevocably submits to the jurisdiction of such court, waives any objection that it may now or hereafter have to the venue or convenience of such forum, and agrees that all such disputes shall be heard and determined in such court.



January 3, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation To Approve Purchase Order 22049 for a Caterpillar 966M Wheel Loader with Balderson Quick Hitch**

Recommendation and Summary

Staff is recommending the council approve the purchase of a Caterpillar 966M Wheel Loader for the Department of Streets and Facilities and adopt the following motion:

*"I move to approve award of purchase order #22049 to Western States Equipment in the amount of \$206,274.00 for the purchase of a Caterpillar 966M Wheel Loader with Balderson Quick Hitch and authorize the Mayor to sign purchase order #22049."*

The reasons for the recommendation are as follows:

- The demand for more efficient snow removal continues to increase with the winter overnight parking project.
- Although the 1998 Wheel Loader we are replacing still works well, it is aging and now undersized for the job and the newer 966 Loader will easily push twice as much snow.

Introduction and History

The Department of Streets and Facilities use loaders heavily for the snow removal program. Loaders are vital to our operations and well suited for removing snow from alleys, moving snow windrows from one block to the next, breaking up snow piles so the blowers can load them and general snow clean-up. We use them in the other seasons as well for loading chips for chip sealing, sand for winter sanding operations, patching potholes and all other street work requiring movement of dirt, asphalt and gravel.

Analysis

On December 8, 2021, and in accordance with City and State purchasing requirements, the City released an Invitation for Bids (IFB) published in the Idaho Mountain Express, seeking bids for one 966M Wheel Loader or equivalent. We are obligated to get three bids from different contractors. The information below reflects the results from our request.

- 1) Coast Line (no response to bid request)
- 2) Modern Machinery (no response to bid request)
- 3) Burk's Tractor (no response to bid request)
- 4) Western States Equipment

The received bids are as follows:

Bidder	Caterpillar 966M Wheel Loader
Western States Equipment	\$250,000.00

**Sustainability Impact**

We are not aware of any sustainability options for this purchase.

**Financial Impact**

- This purchase will include: One Caterpillar 966M Wheel Loader.
- One Balderson Quick Coupler (exception to bid specifications) \$6,274.00
- Western States Equipment is offering \$50,000 for our 1998 950-wheel loader as a trade-in.
- This purchase falls under line item 7600 and is included in the budget.

\$250,000 Western States Bid

Minus \$50,000 for (Ketchum's) Cat 1998 950-wheel loader

\$200,000

Plus, Balderson Quick Hitch for \$6,274

Total bid price \$206,274

**Attachments:**

Bid Tabulation Sheet

Purchase Order 22049

Western States Bid Documents

Sincerely,

Brian Christiansen  
Street and Facilities Director



City of Ketchum  
Public Works

**BID TABULATION SHEET FOR 966M WHEEL LOADER**

<b>Bidder</b>	<b>Caterpillar 966M Wheel Loader Bid</b>
Western States Equipment	\$250,000.00



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Street and Facilities Director



City of Ketchum  
Public Works

**BID TABULATION SHEET FOR 966M WHEEL LOADER**

<b>Bidder</b>	<b>Caterpillar 966M Wheel Loader Bid</b>
Western States Equipment	\$250,000.00





**CITY OF KETCHUM**  
 PO BOX 2315 \* 480 EAST AVE. \* KETCHUM, ID 83340  
 Administration 208-726-3841 (fax) 208-726-8234

## PURCHASE ORDER

**PURCHASE ORDER - 22049**

**BUDGETED ITEM?  Yes  No**

<b>To:</b> 4383 Western States CAT Box 3805 Seattle, WA 98124-3805	<b>Ship To:</b> City of Ketchum PO Box 2315 Ketchum, ID 83340
--	--

P. O. Date	Created By	Requested By	Department	Req Number	Terms
12/28/2021	kchoma	kchoma	Streets	22049	

Quantity	Description	Unit Price	Total
1.00	Wheel Loader 01-4310-7600	\$206,274.00	\$206,274.00
	SHIPPING & HANDLING		
	TOTAL PO AMOUNT		\$206,274.00

\_\_\_\_\_  
 Authorized Signature

## PRODUCT SPECIFICATIONS FOR 966M

- US
- Metric

[more\\_vert](#)  
[close](#)

### Actions

- Display:US [chevron\\_right](#)

[arrow\\_back](#)

### Display

- US
- Metric

[info](#)Your Site Settings

Would you like to save that selection as your preferred unit of measurement?

Save this as your preferred unit of measurement [clear](#)

## ENGINE

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<b>Net Power - ISO 9249</b>	276 HP
<b>Emissions</b>	Tier 4/Stage IV
<b>Maximum Net Power - 1,700 rpm - SAE J1349</b>	276 HP
<b>Maximum Power - 1,800 rpm - SAE J1995 - Metric</b>	315 HP
<b>Maximum Net Power - 1,700 rpm - SAE J1349 - Metric</b>	280 HP
<b>Peak Gross Torque - 1,200 rpm - SAE J1995</b>	1179 ft·lbf
<b>Maximum Power - 1,800 rpm - ISO 14396 - Metric</b>	311 HP
<b>Displacement</b>	568 in <sup>3</sup>
<b>Maximum Power - 1,800 rpm - ISO 14396</b>	307 HP
<b>Peak Gross Torque - 1,200 rpm - ISO 14396</b>	1166 ft·lbf
<b>Maximum Power - 1,800 rpm - SAE J1995</b>	311 HP
<b>Engine Model</b>	Cat C9.3
<b>Maximum Net Torque - 1,000 rpm</b>	1126 ft·lbf
<b>Maximum Net Power - 1,700 rpm - ISO 9249 - Metric</b>	280 HP
<b>Maximum Net Power - 1,700 rpm - ISO 9249</b>	276 HP
<b>Note</b>	The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential =

1430). The system contains 1.6 kg of refrigerant which has a CO2 equivalent of 2.288 metric tonnes.

## WEIGHTS

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<b>Operating Weight</b>	51176 lb
<b>Note</b>	Weight based on a machine configuration with Michelin 26.5R25 XHA2 L3 radial tires, full fluids, operator, standard counterweight, cold start, roading fenders, Product Link™, manual diff lock/open axles (front/rear), power train guard, secondary steering, sound suppression and a 4.2 m <sup>3</sup> (5.5 yd <sup>3</sup> ) general purpose bucket with BOCE.

## BUCKETS

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<b>Bucket Capacities</b>	3.20-7.40 m <sup>3</sup> (4.19-9.68 yd <sup>3</sup> )
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## OPERATING SPECIFICATIONS

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<b>Static Tipping Load - Full 37° Turn - With Tire Deflection</b>	32329 lb
<b>Static Tipping Load - Full 37° Turn - No Tire Deflection</b>	34873 lb
<b>Breakout Force</b>	38984 lbf
<b>Note (2)</b>	Full compliance to ISO 143971:2007 Sections 1 thru 6, which requires 2% verification between calculations and testing.
<b>Note (1)</b>	For a machine configuration as defined under "Weight."

## TRANSMISSION

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<b>Forward - 1</b>	4 mile/h
<b>Forward - 3</b>	14.6 mile/h
<b>Reverse - 2</b>	8.9 mile/h
<b>Forward - 4</b>	24.5 mile/h
<b>Reverse - 4</b>	24.5 mile/h
<b>Forward - 2</b>	8.1 mile/h
<b>Reverse - 3</b>	16.1 mile/h

**Reverse - 1**

4.4 mile/h

**Note**

Maximum travel speed in standard vehicle with empty bucket and standard L3 tires with 826 mm (32.5 in) roll radius.

## HYDRAULIC SYSTEM

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<b>Implement System - Maximum Operating Pressure</b>	4496 psi
<b>Hydraulic Cycle Time - Total</b>	10.1 s
<b>Implement System - Maximum Pump Output at 2,200 rpm</b>	95 gal/min
<b>Implement Pump Type</b>	Variable Displacement Piston

## SERVICE REFILL CAPACITIES

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<b>Fuel Tank</b>	79.8 gal (US)
<b>Differential - Final Drives - Front</b>	15.1 gal (US)
<b>Crankcase</b>	6.5 gal (US)
<b>Transmission</b>	14.3 gal (US)
<b>Differential - Final Drives - Rear</b>	15.1 gal (US)
<b>Hydraulic Tank</b>	33 gal (US)
<b>DEF Tank</b>	4.4 gal (US)
<b>Cooling System</b>	18.9 gal (US)

## SOUND

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**With Cooling Fan Speed at Maximum Value - Operator Sound Pressure Level (ISO 6396:2008)** 70 dB(A)

**With Cooling Fan Speed at Maximum Value - Exterior Sound Pressure Level (SAE J88:2013)** 76 dB(A)\*

**With Cooling Fan Speed at Maximum Value - Exterior Sound Power Level (ISO 6395:2008)** 109 dB(A)

**With Cooling Fan Speed at 70% of Maximum Value - Operator Sound Pressure Level (ISO 6396:2008)\*\*** 69 dB(A)

**Note (3)**

\*\*\*European Union Directive 2000/14/EC as amended by 2005/88/EC.

**With Cooling Fan Speed at 70% of Maximum Value - Exterior Sound Power Level (ISO 6395:2008)\*\*** 108 LWA\*\*\*

**Note (1)**

\*Distance of 15 m (49.2 ft), moving forward in second gear ratio.

**Note (2)**

\*\*For machines in European Union countries and in countries that adopt the EU Directives.

## **DIMENSIONS - HIGH LIFT**

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<b>Tread Width</b>	7.33 ft
<b>Hinge Pin Height at Maximum Lift</b>	15.75 ft
<b>Hinge Pin Height at Carry</b>	2.58 ft
<b>Ground Clearance</b>	1.42 ft
<b>Overall Length - Without Bucket</b>	26.58 ft
<b>Height - Top of ROPS</b>	11.75 ft
<b>Lift Arm Clearance at Maximum Lift</b>	13.58 ft
<b>Centerline of Rear Axle to Edge of Counterweight</b>	8.17 ft
<b>Rack Back at Ground</b>	39 degrees
<b>Height - Top of Hood</b>	9.25 ft
<b>Centerline of Rear Axle to Hitch</b>	5.83 ft
<b>Note</b>	All dimensions are approximate and based on L3 XHA2 tires.
<b>Height - Top of Exhaust Pipe</b>	11.58 ft
<b>Maximum Width over Tires</b>	9.83 ft
<b>Wheel Base</b>	11.67 ft
<b>Rack Back - Maximum Lift</b>	71 degrees
<b>Rack Back - Carry Height</b>	49 degrees

## **DIMENSIONS - STANDARD LIFT**

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<b>Hinge Pin Height at Maximum Lift</b>	13.92 ft
<b>Ground Clearance</b>	1.42 ft
<b>Centerline of Rear Axle to Hitch</b>	5.83 ft
<b>Lift Arm Clearance at Maximum Lift</b>	11.92 ft
<b>Height - Top of ROPS</b>	11.75 ft
<b>Height - Top of Exhaust Pipe</b>	11.58 ft
<b>Rack Back - Maximum Lift</b>	62 degrees
<b>Wheel Base</b>	11.67 ft
<b>Tread Width</b>	7.33 ft
<b>Note</b>	All dimensions are approximate and based on L3 XHA2 tires.
<b>Hinge Pin Height at Carry</b>	2.08 ft
<b>Centerline of Rear Axle to Edge of Counterweight</b>	7.17 ft
<b>Overall Length - Without Bucket</b>	23.92 ft

<b>Height - Top of Hood</b>	9.25 ft
<b>Maximum Width over Tires</b>	9.83 ft
<b>Rack Back at Ground</b>	42 degrees
<b>Rack Back - Carry Height</b>	50 degrees

## BUCKET CAPACITIES

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**Bucket Range** 3.20-7.40 m<sup>3</sup> (4.19-9.68 yd<sup>3</sup>)

## ENGINE - TIER 4 FINAL/STAGE IV

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**Emissions** Tier 4/Stage IV

## 966M STANDARD EQUIPMENT

### NOTE

- Standard and optional equipment may vary. Consult your Cat dealer for details.

### POWER TRAIN

- Engine, Cat C9.3 meets Tier 3/Stage IIIA equivalent or Tier 4/Final/Stage IV emission standards
- Cat Clean Emissions Module (CEM) with Diesel Particulate Filter (DPF) and Diesel Exhaust Fluid (DEF) tank and pump (Tier 4 Final/Stage IV models)
- Fuel priming pump (electric)
- Fuel/water separator
- Precleaner, engine air intake
- Economy Mode (selectable)
- Transmission, automatic planetary power shift (4F/4R)
- Torque converter, locking clutch with free wheel stator
- Switch, transmission neutralizer lockout
- Axles, manually actuated differential lock front axle, open differential rear axle
- Axles, ecology drains
- Brakes, full hydraulic enclosed wet-disc with Integrated Braking System (IBS)

- Brake wear indicators
- Parking brake, disc and caliper
- Fan, radiator, on demand

## **OPERATOR ENVIRONMENT**

- Cab, pressurized and sound suppressed (ROPS/FOPS)
- Viscous mounts
- Multi-function 18 cm (7 in) color touch-screen display for rear vision camera, clock and machine parameters
- EH controls, SAL (single axis lever) lift and tilt function
- Steering, EH joystick, speed sensing with force feedback
- Radio ready (entertainment) includes antenna, speakers and converter (12V, 10-amp)
- Air conditioner, heater, and defroster (auto temp and fan)
- EH parking brake
- Beverage holders (2) with storage compartment for cell phone/MP3 player
- Bucket/work tool function lockout
- Coat hook (2)
- Cab air filter
- Ergonomic cab access ladders and handrails
- Horn, electric
- Light, two dome (cab)
- Mirrors, rearview external with integrated spot mirrors
- Post mounted membrane 16 switch keypad
- 2 receptables, 12V
- Seat, Cat Comfort (cloth) air suspension
- Seat belt, 51 mm (2 in) retractable, with indicator
- Sun visor, front
- Wet-arm wipers/washers front and rear, intermittent front wiper
- Window, sliding (left and right sides)
- Cab tie-off

## COMPUTERIZED MONITORING SYSTEM

- With following gauges: Speedometer/tachometer; Digital gear range indicator; Diesel Exhaust Fluid (DEF) level (Tier 4 Final/Stage IV models); Temperature: engine coolant, hydraulic oil, transmission oil; Fuel level
- With following warning indicators: Regeneration; Temperature: axle oil, engine intake manifold; Pressure: engine oil, fuel pressure hi/low, primary steering oil, service brake oil; Battery voltage hi/low, primary steering oil, service brake oil; Battery voltage hi/low; Engine air filter restriction; Hydraulic oil filter restriction; Hydraulic oil low; Parking brake; DEF low level (Tier 4 Final/Stage IV models); Transmission filter bypass

## ELECTRICAL AND LIGHTING

- Batteries (2), maintenance free 1,400 CCA
- Ignition key; start/stop switch
- Starter, electric, heavy duty
- Starting and charging system (24V)
- Lighting system: Four halogen work lights (cab mounted); Two halogen roading lights (with signals); Two halogen rear vision lights (hood mounted)
- Alarm, back-up
- Alternator, 145-amp brushed
- Main disconnect switch
- Receptacle start (cables not included)

## CAT CONNECT TECHNOLOGIES

- Link technologies: Product Link
- Detect technologies: rear vision camera

## LINKAGE

- Linkage, Z-bar, cast crosstube/tilt lever
- Kickout, lift and tilt, automatic

## HYDRAULICS

- Hydraulic system, load sensing
- Steering, load sensing
- Ride control, 2V
- Remote diagnostic pressure taps



- Hoses, Cat XT™
- Oil sampling valves

## **FLUIDS**

- Premixed extended life coolant with freeze protection to -34° C (-29° F)

## **OTHER STANDARD EQUIPMENT**

- Hood, non-metallic power tilting
- Service centers (electrical and hydraulic)
- Platform, window washing
- Auto idle shutdown
- Fenders, front with mud-flap/rear with extension
- Ecology drains for engine, transmission, and hydraulics
- Ether aid ready
- Grill, airborne debris
- Filters: fuel, engine air, engine oil, hydraulic oil, transmission
- Fuel cooler
- Grease zerks
- Hitch, drawbar with pin
- Precleaner rain cap
- Sight gauges: engine coolant, hydraulic oil, and transmission oil level
- Toolbox
- Vandlism protection caplocks

## **966M OPTIONAL EQUIPMENT**

### **NOTE**

- Standard and optional equipment may vary. Consult your Cat dealer for details.

### **POWER TRAIN**

- Axles - Automatic front/rear differential locks; Axle oil cooler; Extreme temperature seals; Seal guards
- Fan, VPF (variable pitch fan), automatic and manual control

- Radiator, high debris with wider fin spacing

## **OPERATOR ENVIRONMENT**

- Door, remote opening system
- Cover, HVAC metallic
- EH controls, SAL 3rd function - Additional roller switch for 4th function
- EH controls, joystick lift and tilt - Additional integrated roller switches for 3rd and 4th functions
- Filter, carbon fresh air
- Mirrors, heated rearview external with integrated spot mirrors
- Precleaner, HVAC
- Precleaner, HVAC (RESPA)
- Radio, AM/FM/CD/USB/MP3 Bluetooth with Satellite Sirius XM
- Radio, CB ready
- Seat, heated air suspension
- Seat belt, 76 mm (3 in) retractable, with indicator
- Steering, EH wheel with directional FNR shifter and gear selector - Additional FNR with implement controls
- Roof, metallic
- Steering, secondary
- Sun visor, rear
- Windows, rubber mounted
- Windows, with front guard
- Windows, with heavy duty front guard
- Windows, with full guards front, rear and sides

## **ELECTRICAL AND LIGHTING**

- Four additional auxiliary halogen cab mounted work lights or
- Two additional auxiliary front HI LED and two additional auxiliary rear LED cab mounted work lights with 2 LED work lights in the radiator grill and LED front turn signals also includes replacement of the standard four halogen cab mounted work lights with four LED work lights (the standard offering and only roading light available is the halogen roading light)

- Warning amber strobe beacon
- Reversing strobes
- External seat belt indicator light
- Speed limiter - 20 km/h (Europe only)

## **CAT CONNECT TECHNOLOGIES**

- Link technologies: VIMS™
- Payload technologies: Advanced Productivity subscription; Cat Production Measurement 2.0; Printer; Aggregate Autodig
- Detect technologies: Cat Rear Object Detection
- Machine Security System

## **HYDRAULICS**

- 3rd function with Ride Control: Standard linkage; High lift linkage; Forestry linkage
- 4th function with Ride Control: Standard linkage; High lift linkage; Forestry linkage

## **FLUIDS**

- Premixed extended life coolant with freeze protection to -50° C (-58° F)

## **STARTERS, BATTERIES, AND ALTERNATORS**

- Cold start - 120V
- Cold start - 240V

## **LINKAGE**

- High lift
- Extended capacity
- Quick coupler ready

## **WORK TOOLS**

- Performance Series buckets
- Fusion quick coupler
- Forks, pallet
- Forks, logging

## **OTHER OPTIONAL EQUIPMENT**

- Cat Autolube System
- Fenders, roading
- Guard, power train
- Oil change, high speed engine
- Precleaner, turbine
- Precleaner, trash
- Wheel chocks

## **PURPOSE BUILT SPECIALTY MODELS**

- Aggregate
- Industrial & Waste
- Forestry
- Corrosion Resistance



Twin Falls  
 3085 E Kimberly Rd Twin Falls, ID 83301  
 208.734.7330

**SOLD TO:**  
 City Of Ketchum  
 PO Box 2315  
 Ketchum, ID 83340-2315

**SHIP TO:**  
 Office  
 PO Box 2315  
 Ketchum, ID 83340-2315

## SALES AGREEMENT

AGREEMENT: Q000259155-5  
 AGREEMENT DATE: 12/20/2021  
 AGREEMENT EXPIRES: 1/8/2022  
 WAREHOUSE: Twin Falls Machine Sales  
 CUSTOMER NO.: 4855600  
 CUSTOMER PO:  
 SALESMAN: Shane G Johnson

Shane.Johnson@wseco.com

ITEM DESCRIPTION	PRICE
2015 Caterpillar 966M Wheel Loader S/N: KJP00998 SMU: 1,896 hrs ID:E0097144	\$248,570.00
Used Warranty - MS Used Warranty 12 months 500 hour Powertrain and Hydraulic.	\$1,430.00

Notes	Before Tax Balance	\$250,000.00
	Sales Tax	\$0.00
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	<b>Net Due</b>	<b>\$250,000.00</b>

Western States Equipment	City Of Ketchum
Order Received by <u>Brad Drollinger</u>	Approved and Accepted by _____
Title <u>Regional Sales Manager</u> Date <u>12/20/2021</u>	Title _____ Date _____
	Warranty Document Received (initial) _____

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.  
 Warranty: By initiating above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



# SALES AGREEMENT

NO.: Q000259155-7

## EQUIPMENT DETAILS

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3611910 966M WHEEL LOADER	3722085 REGIONAL PKG AM-N
3860940 STANDARD PACKAGE	3831556 LINKAGE STANDARD LIFT
3672330 COUNTERWEIGHT 1000KG	3692717 AXLES LOCK/OPEN ED AOC
3692726 HYDRAULICS 2V RC STD/HL	3964672 HYDRAULIC OIL STANDARD
3641306 STARTING COLD (120V)	3600158 LIGHTS STANDARD
3757663 SEAT HEATED LHD	3661983 MIRRORS EXTERNAL
3726549 STEERING STANDARD	3886245 PRODUCT LINK SATELLITE PL321
3649908 COOLING CORES 6 FPI	3649918 FAN STANDARD
3717066 ANTIFREEZE -34C (-29F)	3008697 TIRES 26.5R25 * VJT BS L3
3723891 CAB AR STANDARD	3660730 CAB ROOF STANDARD
3658382 COVER HVAC NON-METALLIC	3248092 AIR INLET STANDARD RAIN CAP
3599951 FENDERS STANDARD	3726554 SOUND SUPPRESSION STANDARD
3721600 RADIO AM/FM/USB/MP3 BLUETOOTH	3679030 GUARD POWERTRAIN
3727403 QUICK COUPLER READY	3611437 OMISSION WORKTOOL
3831557 LUBRICATION MANUAL STD/HL	3927096 JOYSTICK 2V LHD
0P9003 LANE 3 ORDER	3611880 CERT EMISSIONS EPA TIER 4
0P0309 PACK DOMESTIC TRUCK	4501592 SEAT BELT 3 W/INDICATOR
3109390 QUICK COUPER	4353404 KIT, HYDRAULICS, 3V, LINES IMPLEMENT 3V

## TERMS AND CONDITIONS

**1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS:** This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this SA by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or (3) the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

**2. PAYMENT TERMS:** Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

**3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL:** Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

**4. INSURANCE:** Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

**5. TIME OF DELIVERY AND SHIPPING:** Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

**6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS:** Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

**7. ASSIGNMENTS:** No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**8. NO WARRANTY:** Unless provided otherwise on the invoice, the equipment is purchased "AS IS" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES:** If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

**10. LIMITATION OF LIABILITY:** Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "EQUIPMENT FAILURE/LIMITATION OF REMEDIES" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

**11. FORCE MAJEURE:** WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

**12. INDEMNITY:** Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

**13. DEFAULT BY CUSTOMER:** An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.



Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

**14. JURISDICTION AND VENUE:** This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

**15. EQUIPMENT DATA:** This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or indential counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

**CUSTOMER:** \_\_\_\_\_

**WESTERN STATES EQUIPMENT COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Title: Regional Sales Manager

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

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



**City of Ketchum  
Public Works**

**INVITATION FOR BIDS**

Sealed bids will be opened at 10:00 a.m. Mountain Standard Time, Wednesday, December 15, 2021, in the City Clerk's Office, Ketchum City Hall, 191 5<sup>th</sup> St W, Ketchum, Idaho 83340, for Wheel Loader Bids.

**1. INTRODUCTION AND PURPOSE**

Bidders are required to read and understand all information within this entire bid package. By responding to this Invitation for Bids (IFB), the bidder agrees to read and understand these documents.

The purpose of this IFB is to provide the City of Ketchum a 966M Wheel Loader or equivalent, meeting or exceeding the specifications of this proposal. Said equipment shall include all items necessary for efficient operation whether specifically mentioned in these specifications.

~~There is an added alternate bid for the bidder to purchase a city of Ketchum, surplus 1998 950G wheel loader.~~

~~The city of Ketchum may choose to use the funds to go towards the purchase of the loader specified, receive the funds, or disregard the alternate bid.~~

**2. COMMUNICATION WITH THE CITY**

All vendor communications concerning this IFB shall be directed to:

Kelli Trapp  
Administrative Assistant  
PO Box 2315  
Ketchum, ID 83340  
(208) 726-7831 phone  
(208) 726-7836 fax  
[ktrapp@ketchumidaho.org](mailto:ktrapp@ketchumidaho.org)

**3. BID RESPONSE DATE AND LOCATION**

- a) Bids must be received by the City Clerk no later than 10:00 a.m. Mountain Standard Time, Wednesday, December 10, 2021.
- b) Hard copy original Bids are preferred. However, fax and email submittals to the addresses above are acceptable with prior approval from the Director.
- c) Responses should be in a sealed envelope clearly marked and addressed as follows:

966M Wheel Loader  
Attn: Tara Fenwick  
Ketchum City Hall  
191 5<sup>th</sup> Street West  
Ketchum, Idaho 83340

- d) Please be advised that the address cited in item 3 (c) above is the physical location of City Hall, the City of Ketchum's mailing address is:

Ketchum City Hall

PO Box 2315

191 5<sup>th</sup> Street \* P.O. Box 2315 \* Ketchum, ID 83340 \* main (208) 726-7831 \* fax (208) 726-7836  
facebook.com/CityofKetchum \* twitter.com/Ketchum\_Idaho \* [www.ketchumidaho.org](http://www.ketchumidaho.org)

- e) Should the bidder respond by US Mail, please be certain to use the mailing address on the mailing label, clearly marking the outside of the envelope or box, "966M or equivalent, Wheel Loader" Inside the mailing envelope or box, please refer to instructions in item 3 (c) above.
- f) The City requires one original bid and one copy of the bid.
- g) The vendor or bidder has full and complete responsibility to ensure the Bid arrives at City Hall within the deadline. The City assumes no responsibility for the delays caused by the US Postal Service or any other delivery service. Postmarking by the due date will not substitute for the actual receipt of response by the date due. Bids will be opened at the due date and time. Responses arriving after the deadline may be returned, unopened, to the vendor or bidder, or may simply be declared non-responsive and not subject to evaluation or may be found to have been received in accordance with the solicitation requirement, at the sole determination of the City Administrator.
- h) Bid response must be signed by an official authorized to legally bind the bidder.
- i) The City of Ketchum will consider supplemental brochures and materials. Bidders are invited to attach any brochures or materials that will assist the City in evaluation.

4. **BID OPENING**

- a) The Bid shall be publicly opened by the City at the date and time specified, at Ketchum City Hall. The City requests bidders honor the City effort to safeguard pricing or proposal information until an Intention to Award is announced.
- b) With this preference stated, the City shall continue to properly fulfill all public disclosure requests for such information as required by Idaho Law.
- c) Should any bidder request pricing information prior to City award, all bidders may be informed of such by the City.

5. **BASIS OF AWARD**

Award of contract by City of Ketchum will be based upon most responsible and responsive bid submitted. Consideration will be given to delivery date, parts and service facilities, analysis and comparison of equipment specification details, and past experience of the City of Ketchum with similar or related equipment. No significant deviation from the terms of this specification is acceptable. The City of Ketchum reserves the right to reject any or all bids as authorized by law and to award the contract to other than the lowest bidder at its discretion, in the best interests of the City of Ketchum.

6. **BID PREPARATION AND SUBMISSION**

**Effective Dates of Offer**

Offer price and costs in Vendor submittal must remain valid for at least ninety (90) days or until City completes award. Should any vendor object to this condition, the vendor must provide objection through a question and/or complaint to the Buyer prior to the bid closing date.

**Taxpayer Number and W-9**

Unless the successful Vendor has already submitted a fully executed Taxpayer Identification Number and Certification Request Form (W-9) to the City, the successful Vendor must execute and submit this form prior to the contract execution date.

**Cost of Preparing Bids**

The City will not be liable for any costs incurred by the Bidder in the preparation of Bids submitted in response to this IFB including, but not limited to, costs incurred in connection with the Bidder's participation in demonstrations and the pre-Bid conference.

**Bidder Responsibility**

It is the Bidder's responsibility to examine all specifications and conditions thoroughly and comply fully with specifications and all attached terms and conditions. Bidders must comply with all Federal, State, and City laws, ordinances and rules, and meet any and all registration requirements where required for contractors as set forth in the Idaho Statutes.

#### Changes in Bids

Prior to bid submittal closing date and time established for this IFB, a Bidder may make changes to its bid provided the change is initiated and dated by the Bidder. No change to a bid shall be made after the bid closing date and time.

#### Errors in Bids

Bidders are responsible for errors and omissions in their Bids. No such error or omission shall diminish the Bidder's obligations to the City.

#### Withdrawal of Bid

A submittal may be withdrawn by written request of the submitter, prior to bid closing. After the closing date and time, the submittal may be withdrawn only with permission of the City.

#### Rejection of Bids and Rights of Award

The City reserves the right to reject any or all bids at any time with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted Bid.

#### No Gifts and Gratuities

The City of Ketchum Employee Handbook provides rules about work activities, business relationships, and the use of City resources. City purchasing requires that Vendors who contract with City Purchasing, or are interested in pursuing a purchasing contract, comply with standards to support the City Ethics Code. Vendors shall not directly or indirectly offer gifts and resources to any person employed by the City that is intended, or may be reasonably intended, to benefit the Vendor by way of award, administration, or in any other way to influence purchasing decisions of the City. This includes but is not limited to, City Purchasing office employees and City employees that do business with, order, purchase or are part of decision-making for business contract or purchase decisions. He Vendor shall not offer meals, gifts, gratuities, loans, trips, favors, bonuses, donations, special discounts, work, or anything of economic value to any such City employees. This does not prohibit distribution of promotional items that are less than \$25 when provided as part of routine business activity such as trade shows. It is also unlawful for anyone to offer another such item, to influence or cause them to refrain from submitting a bid.

Vendors must strictly adhere to the statues and ordinances for ethics in contracting and purchasing including RCW 42.23 (Code of Ethics for Municipal Officers) and RCW 42.52 (Ethics in Public Service). This is applicable to any business practice, whether a contract, solicitation or activity related to City businesses.

1. DELIVERY

Machine is to be delivered within sixty (60) days from the date of award. More than sixty days must be approved by the city.

2. EXCEPTIONS TO BID SPECIFICATIONS

On a separate page, please list all deviation in specifications. List by title and item.

3. WRITTEN POWERTRAIN WARRANTY to be included with bid as follows:

A warranty to include all parts and labor for all repairs required for one (1) year from date of delivery. The warranty is to be provided during vendor's regular working hours. The City of Ketchum will make the equipment available for repairs and inspections as required by Vendor.

The warranty shall also include:

- a. Travel time and mileage to perform said warranty.

**ADDED ALTERNATE BID**

Added Alternate Bid is for the bidder to purchase a surplus 1998 950G wheel loader, 8010 hours with dirt bucket.

Bid Amounts: 50,000.00

**APPENDIX A  
SPECIFICATIONS**

**USED 966M WHEEL LOADER OR EQUIVALENT**

These specifications are intended to provide bidders with minimum specifications required by the City of Ketchum. These specifications do not describe each and every part of the 966M Wheel Loader (or equivalent) necessary to provide a complete unit but address the minimum requirements necessary. All bidders shall conform to these requirements unless exceptions or deviations from the specifications have been noted in the bid submission. Substitutions to specified components may be made where items are deemed equivalent to that specified.

**WHEEL LOADERS**

**BID SPECIFICATION FOR 966M OR EQUIVALENT**

- Loader must have less than 2000 hours on the machine.
- Bid submitted for Ketchum's 1998 950G wheel loader.
- Cost of the loader must not exceed \$200,000, after alternate bid value is considered.

Compliant?

**BASIC SPECIFICATIONS**

- Engine max gross power according to SAE J1995 shall be at least 311 hp (232 kW).
- Engine max net power according to SAE J1349 shall be at least 276 hp (206 kW).
- Machine operating weight shall be no less than 51,176 lb. (23,220 kg) with a 5.5 cubic yard (4.2 cubic meter) general-purpose bucket with bolt-on edges.
- Machine height to top of ROPS shall be 11' 8" (3559 mm).
- Machine height to top of hood shall be 9'3" (2818 mm).
- Ground clearance with 26.5R25 - L3 tires shall be 1' 7" (476 mm).
- Machine wheelbase shall be 11' 8" (3550 mm).
- B-Pin maximum lift shall be at least 13' 11" (4235 mm).
- Bucket capacity shall range from 3.25 - 12 cubic yards (2.5 - 9.2 cubic meters).
- Bucket design shall provide greater than or equal to 100% of rated material retention and have integrated spill guard installed at the factory.
- Loader shall have less than 2000 hours.
- ENGINE**
- Engine shall be EPA Tier IV Final compliant.
- Emissions package shall be mounted on a platform bolted to the machine frame and allow access to the top of the engine.
- Engine electronic control modules and sensors shall be completely sealed against moisture and dust.
- Deutsche connectors and electrical wire braiding shall ensure that electrical connections resist corrosion and premature wear.
- Engine shall have displacement of 568 cubic inches (9.3 L).
- Engine max net power according to SAE J1349 shall be at least 276 hp (206 kW).
- Engine bore shall be 4.53" (115 mm) and stroke shall be 5.87" (149 mm).

- Y  X  N  \_\_\_ Engine max net torque at 1000 rpm shall be 1,126 ft-lb (1527 N-m).
- Y  X  N  \_\_\_ Automatic engine regeneration allowing either manual low speed regeneration cycle or high speed regeneration which will not disrupt work.
- Y  X  N  \_\_\_ Engine shall have four idle control settings to help maximize fuel efficiency: hibernate allows idle speed to drop after a preset time, work provides flexibility in working engine idle speeds, warm-up helps keep the engine from dropping below a set temperature in cold conditions, and low voltage mode prevents battery drain due to high electrical loads from attachments.
- Y  X  N  \_\_\_ Engine shall provide low rpm idle feature to conserve fuel.
- Y  X  N  \_\_\_ Engine shall have a 24-volt starting and charging system.
- Y  X  N  \_\_\_ Alternator shall be 145 amp.
- Y  X  N  \_\_\_ Machine shall have two maintenance free 1400 CCA batteries.
- Y  X  N  \_\_\_ A heavy-duty electric starter shall be standard.
- Y  X  N  \_\_\_ Cooling system shall be isolated from the engine compartment by a non-metallic shield.
- Y  X  N  \_\_\_ Engine air pre-cleaner shall remove 93% of particles from the air before reaching the primary filter.
- Y  X  N  \_\_\_ Variable speed fan shall draw air in from the rear of the machine and exhaust it out the sides and top of the hood.
- Y  X  N  \_\_\_ Engine shall be configured to provide constant net horsepower at full parasitic load.

**POWERTRAIN/TRANSMISSION**

- Y  X  N  \_\_\_ Machine shall have an electronic planetary powershift transmission.
- Y  X  N  \_\_\_ Machine shall have an Electronic Clutch Pressure Control to modulate clutch engagement individually to allow smoother speed and directional shifts.
- Y  X  N  \_\_\_ Machine shall have a variable shift control that allows the transmission to upshift at lower engine RPM's.
- Y  X  N  \_\_\_ Machine shall have four speeds forward with a maximum of 24.9 mph (40.8 km/h) and four speeds reverse with a maximum of 23.8 mph (39 km/h).
- Y  X  N  \_\_\_ Machine shall have an electronically controlled, variable on-demand speed fan.
- Y  X  N  \_\_\_ Speed shifting shall regulate engine speed during high-energy directional changes for smoother shifting and longer component life.
- Y  X  N  \_\_\_ Machine shall have manual differential locks standard from the factory for the front axle, with optional automatic differential locks for both front and rear axles.
- Y  X  N  \_\_\_ Lock up clutch torque converter shall be standard to maximize efficiency on load and carry operations

**STEERING**

- Y  X  N  \_\_\_ Electro hydraulic joystick steering system shall offer a low-effort hand-metering unit that directs power through the steering system only when needed. When not needed, more engine power is available for rim pull, breakout force, lift force and shall result in reduced fuel consumption.
- Y  X  N  \_\_\_ Electro hydraulic joystick steering system shall have 80 degrees of total movement that is 40 degrees either side of the center.
- Y  X  N  \_\_\_ Electro hydraulic joystick steering system shall be self-calibrating according to machine articulation angle. The movement and position of the joystick shall mirror the articulation angle of the machine.
- Y  X  N  \_\_\_ Electro hydraulic joystick steering system shall contain the forward/neutral/reverse finger switch and a thumb wheel used for up and down shifting.
- Y  X  N  \_\_\_ Electro hydraulic joystick steering system shall contain a force feedback motor that automatically adjusts the effort needed to tilt the ergonomic joystick based on ground speed.

**BRAKES**

- Y  X  N  \_\_\_ An integrated braking system shall reduce axle oil temperatures and improve transmission neutralizer smoothness.

**HYDRAULIC SYSTEM**

- Y  X  N  \_\_\_ Hydraulic pump output for the bucket/work tool system shall be 95 gal/min (360 L/min).
- Y  X  N  \_\_\_ Total hydraulic cycle time shall be no more than 10.3 seconds with rated payload.
- Y  X  N  \_\_\_ Machine shall feature load-sensing hydraulics to automatically adjust to operating conditions and provide only hydraulic flow required by the implement.
- Y  X  N  \_\_\_ Control of raise/lower and rack back/dump shall be able to be operated simultaneously.
- Y  X  N  \_\_\_ Electro hydraulic implement controls shall provide the operator with in-cab programmable kickouts to prevent material spillage.
- Y  X  N  \_\_\_ Optional joystick hydraulic implement control with third and fourth function in same joystick should be available

**AXLES**

- Y  X  N  \_\_\_ Machine shall have a fixed front axle that is rigidly mounted to the frame.
- Y  X  N  \_\_\_ Rear axle shall oscillate +/- 13° and follow the contour of the ground to allow the cab to stay steady.

**OPERATOR'S STATION**

- Y  N  The operator sound pressure level for a standard machine configuration shall be a maximum of 72 dB(A) with the cooling fan speed set at maximum value per ISO6396:2008.
- Y  N  Cab shall be attached to the frame with viscous mounts to reduce shock loads from the ground.
- Y  N  An integrated ladder with aggressive-tread steps shall keep debris buildup to a minimum.
- Y  N  Ladder shall be at a 15-degree incline for easy entry and exit.
- Y  N  Platforms shall be wide enough to allow ease of movement to the front or rear of the machine.
- Y  N  Front hinged cab door shall be able to be opened and closed by the operator while seated and shall feature sliding windows on both sides that can be opened incrementally with one hand operation.
- Y  N  Front hinged cab door shall open automatically with the assistance of a gas strut.
- Y  N  Pull type door handle shall be located on the lower right hand corner of the door for easy access when standing on the ground or first step of the ladder.
- Y  N  Full-length ladder shall be available on the right side to facilitate safe exit if needed.
- Y  N  Convex windshield shall help enhance visibility, increase cab space, decrease sound levels in the cab, and offer durability than flat glass.
- Y  N  Wet-arm wipers shall be on both front and back windows.
- Y  N  Cab roof shall have channels to direct rain off the corners of the cab to keep the windows clear.
- Y  N  Cab shall have an overhang on all sides to protect the operator from glare.
- Y  N  Window access platform shall extend along the front of the curved windshield for fast, safe, and more convenient cleaning access.
- Y  N  Non-slip step near the A pin and horizontal folding (along a vertical axis) external mirrors shall be added to help assist operators when stepping onto the window cleaning platform.
- Y  N  Standard rear vision camera shall be located in a pocket on the grill to protect it from damage and the elements and help monitor movement behind the loader.
- Y  N  A Multi-function 18 cm (7 in) color LCD touch-screen display for rear vision camera image display (reverse travel activated) and machine status, setting and health parameters should be standard
- Y  N  A second screen must be available as an option to display the rear view camera vision at all times if required.
- Y  N  Minimum of two rear hood mounted lights shall illuminate the area behind the machine in low light conditions.
- Y  N  One main control panel shall be located on the right ROPS post to keep everything in reach of the operator while maintaining visibility to the ground.
- Y  N  Main control panels shall retain large membrane style switches which contain LED's to denote activation/mode and have a positive feel and "click" to signal activation.
- Y  N  Climate control system shall automatically adjust the air temperature and fan speed to maintain the operator's preferred climate setting.
- Y  N  Seat shall have 6-way adjustments and shall feature automotive-style lumbar support.
- Y  N  Right and left armrests shall be mounted to the seat arms and have integrated controls that adjust for comfortable, convenient operation and must move with the seat.
- Y  N  Heated seat shall be available for comfort in cold conditions.
- Y  N  External 12" by 9" mirrors shall contain integrated spot mirrors and have optional heated and remotely adjustable functions.
- Y  N  Stop, tail, and turn signal lights shall mount in a pocket for extra protection and are LED style.
- Y  N  Cab shall contain three 12-volt outlets.
- Y  N  Right side of cab shall contain MP3 player jack, MP3 player/cell phone holder, and two cup holders.
- Y  N  A monitoring system shall be available for critical systems to alert the operator to potential need for service. Three levels of warning shall allow the operator to assess the situation more accurately.
- Y  N  The operator station shall be removable in 45 minutes and shall use quick disconnects so no wire need to be cut and no refrigerant is lost.
- Y  N  Cab shall have channels on the cab floor and no threshold at the door for easy cleaning.
- Y  N  A remote opening system should be available as an option so the operator can open the cab from the ground level.
- Y  N  A tie-off point should be available on the left side of the machine.

**LOADER LINKAGE**

- Y  N  Full 37 degree turn static tipping load with a 5.5 cubic yard (4.2 cubic meter) general-purpose bucket with bolt-on edges shall be no less than 32,329 lb. (14,668 kg) and will be fully compliant to ISO (2007) 14397-1 Section 1 thru 6, which requires 2% verification between calculations and testing.
- Y  N  Full 37 degree turn static tipping load with a 5.5 cubic yard (4.2 cubic meter) general-purpose bucket with bolt-on edges and rigid tires shall be no less than 34,873 lb. (15,822 kg) and will be fully compliant to ISO (2007) 14397-1 Sections 1 thru 5.
- Y  N  Breakout force shall be a minimum of 38,984 lb. (173 kN) with a 5.5 cubic yard (4.2 cubic meter) general-purpose bucket with bolt-on edges.
- Y  N  A high lift arrangement shall be available for special dump clearance needs.

- ~~Y~~  N \_\_\_ Linkage shall be a single-tilt Z-bar design.
- ~~Y~~  N \_\_\_ Rotary sensors for the tilt lever and lift circuit shall allow the operator to electronically set detent positions from the cab.

**WORK TOOL OPTIONS**

- ~~Y~~  N \_\_\_ A quick coupler (Balderson coupler) shall be available for ease of changing work tools without leaving the cab.
- ~~Y~~  N \_\_\_ A quick coupler shall be available from the OEM with no offset between linkage and tool so no performance is lost.

**SERVICEABILITY**

- ~~Y~~  N \_\_\_ Machine shall have well protected, easily visible sight gauges for transmission oil, hydraulic oil, and radiator coolant.
- ~~Y~~  N \_\_\_ A single mechanical lift cylinder with manual backup shall be standard to open the hood.
- ~~Y~~  N \_\_\_ If necessary, the entire hood shall be removable using the built-in lift points.
- ~~Y~~  N \_\_\_ With the hood closed, quick checks on engine oil and coolant sight gauges can be completed through the rear clamshell.
- ~~Y~~  N \_\_\_ Panels located behind the tires shall lift up and can be removed for additional access.
- ~~Y~~  N \_\_\_ Rooding fenders shall hinge from the rear and swing out, allowing easier access to the engine compartment.
- ~~Y~~  N \_\_\_ The clamshell hood shall provide access to the front and rear faces of the radiator and ATAAC cores for easy cleaning.
- ~~Y~~  N \_\_\_ A perforated and corrugated grill shall minimize debris buildup and shall swing out for easy cleaning and access to the cooling cores.
- ~~Y~~  N \_\_\_ Full width air conditioning condenser and oil cooler cores shall swing out to allow easy cleaning of the rear radiator face.
- ~~Y~~  N \_\_\_ Cab air filters shall be easily accessible from the exterior of the cab.
- ~~Y~~  N \_\_\_ Ecology drains for simple and clean fluid drainage shall be provided for the engine, transmission, and hydraulics.
- ~~Y~~  N \_\_\_ Brake wear indicators shall be standard for ease of inspection.
- ~~Y~~  N \_\_\_ Grease fittings shall be grouped on the right side of the machine in two locations: below the right-side service platform and just off the non-engine end frame.
- ~~Y~~  N \_\_\_ Transmission oil and hydraulic filters shall be located behind the hinged, right-side access platform. The hydraulic oil tank shall be drainable from this location.
- ~~Y~~  N \_\_\_ Auto lube shall be available to provide precise, automatic lubrication of pins and bushings.
- ~~Y~~  N \_\_\_ Maintenance free batteries, relay panel, jump start receptacle, and optional toolbox shall be located below the left-side access platform.
- ~~Y~~  N \_\_\_ Master shutdown switch shall be housed with the relay panel.
- ~~Y~~  N \_\_\_ Pressure taps for the steering and hydraulic systems, transmission (optional), and brakes shall be grouped behind an access panel just below the right-side service platform.

**MINIMUM SERVICE FILL CAPACITIES**

- ~~Y~~  N \_\_\_ Fuel tank shall hold at least 82.7 gal (313 L).
- ~~Y~~  N \_\_\_ Cooling system shall hold at least 18.9 gal (71.6 L).
- ~~Y~~  N \_\_\_ Crankcase shall hold at least 6.5 gal (24.5 L).
- ~~Y~~  N \_\_\_ Transmission shall hold at least 14.3 gal (54 L).
- ~~Y~~  N \_\_\_ Front and rear differentials and final drives shall each hold at least 15.1 gal (57 L).
- ~~Y~~  N \_\_\_ Hydraulic tank shall hold at least 33 gal (125 L).
- ~~Y~~  N \_\_\_ Diesel Exhaust Fluid (DEF) tank shall hold at least 4.4 gal (16.8 L).

**OWNING AND OPERATING COSTS**

- ~~Y~~  N \_\_\_ Recommended hydraulic filter change interval shall be 500 hours.
- ~~Y~~  N \_\_\_ Recommended transmission oil change interval shall be 2,000 hours.

**ADDITIONAL FEATURES**

- ~~Y~~  N \_\_\_ A payload measuring system shall be available as OEM factory-installed option. Sensors that are built into the lift arms should allow on-the-go weighing of material in the bucket, with results displayed in the cab monitor
- ~~Y~~  N \_\_\_ Aggregate Auto dig shall be available to automate the loading process by allowing operators to get consistently full payloads without touching the controls.
- ~~Y~~  N \_\_\_ Lighting packages shall be available for roading or low-light applications.
- ~~Y~~  N \_\_\_ High Intensity Discharge (HID) lights shall be available.
- ~~Y~~  N \_\_\_ Cylinder dampening shall slow the bucket as it reaches the limits of travel to prevent machine jarring.
- ~~Y~~  N \_\_\_ Ride control shall be available to reduce jolting and bouncing during load and carry operations, with a minimum of 2 accumulators.



Y  N

Electronically controlled, automatic kickouts shall prevent the jerking and bouncing associated with abrupt cylinder stops.

Y  N

A system shall be available to collect and track information on machine location, service meter hours, productivity information, and other relevant items.

Y  N

A security system shall be available to help eliminate theft and unauthorized usage by requiring a uniquely coded key.



Meridian  
 500 E Overland Rd Meridian, ID 83642  
 208.888.2287

**SALES AGREEMENT**

AGREEMENT: Q00PST  
 AGREEMENT DATE: 12/23/21  
 AGREEMENT EXPIRES:  
 WAREHOUSE:  
 CUSTOMER NO.:  
 CUSTOMER PO:

**SOLD TO:**  
 City of Ketchum  
 PO Box 2315  
 Ketchum, Id. 83340

**SHIP TO:**  
 Ketchum, Id. 83340

**SALESMAN:** Shane Johnson  
**EMAIL :** shane.johnson@wseco.com  
**PHONE :** 208-420-0025

ITEM DESCRIPTION	PRICE
TRADE MACHINE	-50,000.00
CAT 950G with Bucket	
4BS00275	
Hours 8010	

**The Used Equipment is purchased "As Is" with no Warranty**

<p>Notes</p> <hr/> <p>Western States Equipment</p> <p>Order Received by _____</p> <p>Title _____ Date _____</p>	<table border="0" style="width: 100%;"> <tr> <td style="width: 40%;">Before Tax Balance</td> <td style="width: 10%;"></td> <td style="width: 50%; text-align: right;">-50,000.00</td> </tr> <tr> <td>Sales Tax</td> <td style="text-align: center;">0.00%</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Downpayment</td> <td></td> <td style="text-align: right;">_____</td> </tr> <tr> <td><b>Net Due</b></td> <td></td> <td style="text-align: right;"><b>-50,000.00</b></td> </tr> </table> <hr/> <p>City of Ketchum</p> <p>Approved and Accepted by _____</p> <p>Title _____ Date _____</p>	Before Tax Balance		-50,000.00	Sales Tax	0.00%	0.00	Downpayment		_____	<b>Net Due</b>		<b>-50,000.00</b>
Before Tax Balance		-50,000.00											
Sales Tax	0.00%	0.00											
Downpayment		_____											
<b>Net Due</b>		<b>-50,000.00</b>											



**STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS**

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

**COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS) - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)**

Standard Warranty period based on Caterpillar guidelines				
OWNER's NAME City Of Ketchum			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE PO Box 2315 Ketchum, ID 83340-2315				
EXTENDED WARRANTY COVERAGE Used Warranty - MS Used Warranty 12 months 500 hour Powertrain and Hydraulic. Travel and mileage covered during the warranty period.				
MODEL	PRODUCT DESCRIPTION	HOURLY METER	SERIAL NUMBER	DELIVERY DATE
966M	966M Wheel Loader	1,896	KJP00998	

**IMPORTANT NOTE TO OWNER:** Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.**

**ACKNOWLEDGEMENTS:** I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements \_\_\_\_\_ (initial)

OWNER/LESSEE SIGNATURE : \_\_\_\_\_ DATE: \_\_\_\_\_

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE : \_\_\_\_\_ DATE: \_\_\_\_\_

**TRANSFER:** The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

<b>Purchase Application</b> <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> FORESTRY <input type="checkbox"/> WASTE <input type="checkbox"/> GOVERNMENTAL <input type="checkbox"/> AG	<b>PURCHASER NAME</b>	<b>DATE MACHINE SOLD</b>	<b>DATES INSPECTION COMPLETED &amp; APPROVED</b>	
	<b>ADDRESS (STREET, RR)</b>	<b>(CITY/TOWN)</b>	<b>(STATE)</b>	<b>(ZIP CODE)</b>
	<b>TRANSFER HOUR METER READING</b>	<b>SIGNATURE OF NEW BUYER</b>	<b>DEALER CONFIRMATION</b>	

By signing this agreement I agree to the terms on the following pages.

## CATERPILLAR STANDARD WARRANTY

**General Provisions:** Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for other products, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA 61629-3345.

**Warranty Period:** The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is 6 months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect / disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

**Caterpillar Responsibilities:** If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. **Owner Responsibilities:** The user is responsible for: 1) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. 10) Costs associated with travel time and mileage required for on-site repairs.

### EXTENDED REPAIR COVERAGE

**A. General Provisions:** During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, subject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

**Warranty Periods:** Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.

**Owners Responsibilities:** The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.

**Power Train Extended Coverage:** The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. 10) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. 11) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.

**Power Train Plus Hydraulics Extended Coverage:** The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: 1) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPPLERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts. 4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.

**Full Machine Extended Coverage:** All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:

Scheduled Hours Available for Work (numerator)

Scheduled Hours (denominator)

The machine availability will be evaluated at 12-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner \$25.00 per hour for the

hours necessary to "enhance" availability to the 95% level.

Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.

Note: Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.

Note: The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

**B. ITEMS NOT COVERED:** Western States Equipment is not responsible for the following: 1) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 10) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

**C. TERMINATION OF EXTENDED COVERAGE:** Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended Coverage for the product.

**D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY:** In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product of the breach of performance of Western States Equipment obligations under Extended Coverage.

**E. OBTAINING EXTENDED COVERAGE SERVICE:** To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

**F. TRANSFER OF UNUSED COVERAGE UPON RESALE:** Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: 1) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

**G. CANCELLATION OF COVERAGE:** The owner may cancel Extended Coverage: 1) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a \$50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a \$50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

**H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OF THE MACHINE SERVICE CONTRACT PROVIDER UNDER THIS MACHINE SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.**

**I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.**

**J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDER OWNERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURER: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 | 800 248-4228**

**EXCEPTION TO BID SPECIFICATIONS**

The CAT 966M comes equipped with a CAT Fusion Quick Coupler. Western States Equipment will give a trade value of \$3,500.00 for the Fusion Coupler.

The bid calls for a Balderson Quick Coupler. The cost for the Balderson coupler is \$9774.00.

So net difference is \$6,274.00.

Thank you

Shane Johnson

Western States Equipment

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
Western States Equipment Co

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
PO Box 38

**6** City, state, and ZIP code  
Boise, ID 83707-0038

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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--	--	--	---	--	--	--	--

or

Employer identification number

8	2	-	0	4	0	3	5	4	2
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**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ *Heidi J. Allen* Date ▶ 01/04/2021

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

## PRODUCT SPECIFICATIONS FOR 966M

- US
- Metric

[more\\_vert](#)  
[close](#)

### Actions

- Display:US [chevron\\_right](#)

[arrow\\_back](#)

### Display

- US
- Metric

[info](#)Your Site Settings

Would you like to save that selection as your preferred unit of measurement?

Save this as your preferred unit of measurement [clear](#)

## ENGINE

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<b>Net Power - ISO 9249</b>	276 HP
<b>Emissions</b>	Tier 4/Stage IV
<b>Maximum Net Power - 1,700 rpm - SAE J1349</b>	276 HP
<b>Maximum Power - 1,800 rpm - SAE J1995 - Metric</b>	315 HP
<b>Maximum Net Power - 1,700 rpm - SAE J1349 - Metric</b>	280 HP
<b>Peak Gross Torque - 1,200 rpm - SAE J1995</b>	1179 ft·lbf
<b>Maximum Power - 1,800 rpm - ISO 14396 - Metric</b>	311 HP
<b>Displacement</b>	568 in <sup>3</sup>
<b>Maximum Power - 1,800 rpm - ISO 14396</b>	307 HP
<b>Peak Gross Torque - 1,200 rpm - ISO 14396</b>	1166 ft·lbf
<b>Maximum Power - 1,800 rpm - SAE J1995</b>	311 HP
<b>Engine Model</b>	Cat C9.3
<b>Maximum Net Torque - 1,000 rpm</b>	1126 ft·lbf
<b>Maximum Net Power - 1,700 rpm - ISO 9249 - Metric</b>	280 HP
<b>Maximum Net Power - 1,700 rpm - ISO 9249</b>	276 HP
<b>Note</b>	The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential =



1430). The system contains 1.6 kg of refrigerant which has a CO2 equivalent of 2.288 metric tonnes.

## WEIGHTS

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<b>Operating Weight</b>	51176 lb
<b>Note</b>	Weight based on a machine configuration with Michelin 26.5R25 XHA2 L3 radial tires, full fluids, operator, standard counterweight, cold start, roading fenders, Product Link™, manual diff lock/open axles (front/rear), power train guard, secondary steering, sound suppression and a 4.2 m <sup>3</sup> (5.5 yd <sup>3</sup> ) general purpose bucket with BOCE.

## BUCKETS

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<b>Bucket Capacities</b>	3.20-7.40 m <sup>3</sup> (4.19-9.68 yd <sup>3</sup> )
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## OPERATING SPECIFICATIONS

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<b>Static Tipping Load - Full 37° Turn - With Tire Deflection</b>	32329 lb
<b>Static Tipping Load - Full 37° Turn - No Tire Deflection</b>	34873 lb
<b>Breakout Force</b>	38984 lbf
<b>Note (2)</b>	Full compliance to ISO 143971:2007 Sections 1 thru 6, which requires 2% verification between calculations and testing.
<b>Note (1)</b>	For a machine configuration as defined under "Weight."

## TRANSMISSION

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<b>Forward - 1</b>	4 mile/h
<b>Forward - 3</b>	14.6 mile/h
<b>Reverse - 2</b>	8.9 mile/h
<b>Forward - 4</b>	24.5 mile/h
<b>Reverse - 4</b>	24.5 mile/h
<b>Forward - 2</b>	8.1 mile/h
<b>Reverse - 3</b>	16.1 mile/h

**Reverse - 1**

4.4 mile/h

**Note**

Maximum travel speed in standard vehicle with empty bucket and standard L3 tires with 826 mm (32.5 in) roll radius.

## HYDRAULIC SYSTEM

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<b>Implement System - Maximum Operating Pressure</b>	4496 psi
<b>Hydraulic Cycle Time - Total</b>	10.1 s
<b>Implement System - Maximum Pump Output at 2,200 rpm</b>	95 gal/min
<b>Implement Pump Type</b>	Variable Displacement Piston

## SERVICE REFILL CAPACITIES

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<b>Fuel Tank</b>	79.8 gal (US)
<b>Differential - Final Drives - Front</b>	15.1 gal (US)
<b>Crankcase</b>	6.5 gal (US)
<b>Transmission</b>	14.3 gal (US)
<b>Differential - Final Drives - Rear</b>	15.1 gal (US)
<b>Hydraulic Tank</b>	33 gal (US)
<b>DEF Tank</b>	4.4 gal (US)
<b>Cooling System</b>	18.9 gal (US)

## SOUND

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**With Cooling Fan Speed at Maximum Value - Operator Sound Pressure Level (ISO 6396:2008)** 70 dB(A)

**With Cooling Fan Speed at Maximum Value - Exterior Sound Pressure Level (SAE J88:2013)** 76 dB(A)\*

**With Cooling Fan Speed at Maximum Value - Exterior Sound Power Level (ISO 6395:2008)** 109 dB(A)

**With Cooling Fan Speed at 70% of Maximum Value - Operator Sound Pressure Level (ISO 6396:2008)\*\*** 69 dB(A)

**Note (3)**

\*\*\*European Union Directive 2000/14/EC as amended by 2005/88/EC.

**With Cooling Fan Speed at 70% of Maximum Value - Exterior Sound Power Level (ISO 6395:2008)\*\*** 108 LWA\*\*\*

**Note (1)**

\*Distance of 15 m (49.2 ft), moving forward in second gear ratio.

**Note (2)**

\*\*For machines in European Union countries and in countries that adopt the EU Directives.

## **DIMENSIONS - HIGH LIFT**

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<b>Tread Width</b>	7.33 ft
<b>Hinge Pin Height at Maximum Lift</b>	15.75 ft
<b>Hinge Pin Height at Carry</b>	2.58 ft
<b>Ground Clearance</b>	1.42 ft
<b>Overall Length - Without Bucket</b>	26.58 ft
<b>Height - Top of ROPS</b>	11.75 ft
<b>Lift Arm Clearance at Maximum Lift</b>	13.58 ft
<b>Centerline of Rear Axle to Edge of Counterweight</b>	8.17 ft
<b>Rack Back at Ground</b>	39 degrees
<b>Height - Top of Hood</b>	9.25 ft
<b>Centerline of Rear Axle to Hitch</b>	5.83 ft
<b>Note</b>	All dimensions are approximate and based on L3 XHA2 tires.
<b>Height - Top of Exhaust Pipe</b>	11.58 ft
<b>Maximum Width over Tires</b>	9.83 ft
<b>Wheel Base</b>	11.67 ft
<b>Rack Back - Maximum Lift</b>	71 degrees
<b>Rack Back - Carry Height</b>	49 degrees

## **DIMENSIONS - STANDARD LIFT**

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<b>Hinge Pin Height at Maximum Lift</b>	13.92 ft
<b>Ground Clearance</b>	1.42 ft
<b>Centerline of Rear Axle to Hitch</b>	5.83 ft
<b>Lift Arm Clearance at Maximum Lift</b>	11.92 ft
<b>Height - Top of ROPS</b>	11.75 ft
<b>Height - Top of Exhaust Pipe</b>	11.58 ft
<b>Rack Back - Maximum Lift</b>	62 degrees
<b>Wheel Base</b>	11.67 ft
<b>Tread Width</b>	7.33 ft
<b>Note</b>	All dimensions are approximate and based on L3 XHA2 tires.
<b>Hinge Pin Height at Carry</b>	2.08 ft
<b>Centerline of Rear Axle to Edge of Counterweight</b>	7.17 ft
<b>Overall Length - Without Bucket</b>	23.92 ft

<b>Height - Top of Hood</b>	9.25 ft
<b>Maximum Width over Tires</b>	9.83 ft
<b>Rack Back at Ground</b>	42 degrees
<b>Rack Back - Carry Height</b>	50 degrees

## BUCKET CAPACITIES

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**Bucket Range** 3.20-7.40 m<sup>3</sup> (4.19-9.68 yd<sup>3</sup>)

## ENGINE - TIER 4 FINAL/STAGE IV

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**Emissions** Tier 4/Stage IV

## 966M STANDARD EQUIPMENT

### NOTE

- Standard and optional equipment may vary. Consult your Cat dealer for details.

### POWER TRAIN

- Engine, Cat C9.3 meets Tier 3/Stage IIIA equivalent or Tier 4/Final/Stage IV emission standards
- Cat Clean Emissions Module (CEM) with Diesel Particulate Filter (DPF) and Diesel Exhaust Fluid (DEF) tank and pump (Tier 4 Final/Stage IV models)
- Fuel priming pump (electric)
- Fuel/water separator
- Precleaner, engine air intake
- Economy Mode (selectable)
- Transmission, automatic planetary power shift (4F/4R)
- Torque converter, locking clutch with free wheel stator
- Switch, transmission neutralizer lockout
- Axles, manually actuated differential lock front axle, open differential rear axle
- Axles, ecology drains
- Brakes, full hydraulic enclosed wet-disc with Integrated Braking System (IBS)

- Brake wear indicators
- Parking brake, disc and caliper
- Fan, radiator, on demand

## **OPERATOR ENVIRONMENT**

- Cab, pressurized and sound suppressed (ROPS/FOPS)
- Viscous mounts
- Multi-function 18 cm (7 in) color touch-screen display for rear vision camera, clock and machine parameters
- EH controls, SAL (single axis lever) lift and tilt function
- Steering, EH joystick, speed sensing with force feedback
- Radio ready (entertainment) includes antenna, speakers and converter (12V, 10-amp)
- Air conditioner, heater, and defroster (auto temp and fan)
- EH parking brake
- Beverage holders (2) with storage compartment for cell phone/MP3 player
- Bucket/work tool function lockout
- Coat hook (2)
- Cab air filter
- Ergonomic cab access ladders and handrails
- Horn, electric
- Light, two dome (cab)
- Mirrors, rearview external with integrated spot mirrors
- Post mounted membrane 16 switch keypad
- 2 receptables, 12V
- Seat, Cat Comfort (cloth) air suspension
- Seat belt, 51 mm (2 in) retractable, with indicator
- Sun visor, front
- Wet-arm wipers/washers front and rear, intermittent front wiper
- Window, sliding (left and right sides)
- Cab tie-off

## COMPUTERIZED MONITORING SYSTEM

- With following gauges: Speedometer/tachometer; Digital gear range indicator; Diesel Exhaust Fluid (DEF) level (Tier 4 Final/Stage IV models); Temperature: engine coolant, hydraulic oil, transmission oil; Fuel level
- With following warning indicators: Regeneration; Temperature: axle oil, engine intake manifold; Pressure: engine oil, fuel pressure hi/low, primary steering oil, service brake oil; Battery voltage hi/low, primary steering oil, service brake oil; Battery voltage hi/low; Engine air filter restriction; Hydraulic oil filter restriction; Hydraulic oil low; Parking brake; DEF low level (Tier 4 Final/Stage IV models); Transmission filter bypass

## ELECTRICAL AND LIGHTING

- Batteries (2), maintenance free 1,400 CCA
- Ignition key; start/stop switch
- Starter, electric, heavy duty
- Starting and charging system (24V)
- Lighting system: Four halogen work lights (cab mounted); Two halogen roading lights (with signals); Two halogen rear vision lights (hood mounted)
- Alarm, back-up
- Alternator, 145-amp brushed
- Main disconnect switch
- Receptacle start (cables not included)

## CAT CONNECT TECHNOLOGIES

- Link technologies: Product Link
- Detect technologies: rear vision camera

## LINKAGE

- Linkage, Z-bar, cast crosstube/tilt lever
- Kickout, lift and tilt, automatic

## HYDRAULICS

- Hydraulic system, load sensing
- Steering, load sensing
- Ride control, 2V
- Remote diagnostic pressure taps

- Hoses, Cat XT™
- Oil sampling valves

## **FLUIDS**

- Premixed extended life coolant with freeze protection to -34° C (-29° F)

## **OTHER STANDARD EQUIPMENT**

- Hood, non-metallic power tilting
- Service centers (electrical and hydraulic)
- Platform, window washing
- Auto idle shutdown
- Fenders, front with mud-flap/rear with extension
- Ecology drains for engine, transmission, and hydraulics
- Ether aid ready
- Grill, airborne debris
- Filters: fuel, engine air, engine oil, hydraulic oil, transmission
- Fuel cooler
- Grease zerks
- Hitch, drawbar with pin
- Precleaner rain cap
- Sight gauges: engine coolant, hydraulic oil, and transmission oil level
- Toolbox
- Vandlism protection caplocks

## **966M OPTIONAL EQUIPMENT**

### **NOTE**

- Standard and optional equipment may vary. Consult your Cat dealer for details.

### **POWER TRAIN**

- Axles - Automatic front/rear differential locks; Axle oil cooler; Extreme temperature seals; Seal guards
- Fan, VPF (variable pitch fan), automatic and manual control

- Radiator, high debris with wider fin spacing

## **OPERATOR ENVIRONMENT**

- Door, remote opening system
- Cover, HVAC metallic
- EH controls, SAL 3rd function - Additional roller switch for 4th function
- EH controls, joystick lift and tilt - Additional integrated roller switches for 3rd and 4th functions
- Filter, carbon fresh air
- Mirrors, heated rearview external with integrated spot mirrors
- Precleaner, HVAC
- Precleaner, HVAC (RESPA)
- Radio, AM/FM/CD/USB/MP3 Bluetooth with Satellite Sirius XM
- Radio, CB ready
- Seat, heated air suspension
- Seat belt, 76 mm (3 in) retractable, with indicator
- Steering, EH wheel with directional FNR shifter and gear selector - Additional FNR with implement controls
- Roof, metallic
- Steering, secondary
- Sun visor, rear
- Windows, rubber mounted
- Windows, with front guard
- Windows, with heavy duty front guard
- Windows, with full guards front, rear and sides

## **ELECTRICAL AND LIGHTING**

- Four additional auxiliary halogen cab mounted work lights or
- Two additional auxiliary front HI LED and two additional auxiliary rear LED cab mounted work lights with 2 LED work lights in the radiator grill and LED front turn signals also includes replacement of the standard four halogen cab mounted work lights with four LED work lights (the standard offering and only roading light available is the halogen roading light)



- Warning amber strobe beacon
- Reversing strobes
- External seat belt indicator light
- Speed limiter - 20 km/h (Europe only)

## **CAT CONNECT TECHNOLOGIES**

- Link technologies: VIMS™
- Payload technologies: Advanced Productivity subscription; Cat Production Measurement 2.0; Printer; Aggregate Autodig
- Detect technologies: Cat Rear Object Detection
- Machine Security System

## **HYDRAULICS**

- 3rd function with Ride Control: Standard linkage; High lift linkage; Forestry linkage
- 4th function with Ride Control: Standard linkage; High lift linkage; Forestry linkage

## **FLUIDS**

- Premixed extended life coolant with freeze protection to -50° C (-58° F)

## **STARTERS, BATTERIES, AND ALTERNATORS**

- Cold start - 120V
- Cold start - 240V

## **LINKAGE**

- High lift
- Extended capacity
- Quick coupler ready

## **WORK TOOLS**

- Performance Series buckets
- Fusion quick coupler
- Forks, pallet
- Forks, logging

## **OTHER OPTIONAL EQUIPMENT**

- Cat Autolube System
- Fenders, roading
- Guard, power train
- Oil change, high speed engine
- Precleaner, turbine
- Precleaner, trash
- Wheel chocks

## **PURPOSE BUILT SPECIALTY MODELS**

- Aggregate
- Industrial & Waste
- Forestry
- Corrosion Resistance



Twin Falls  
 3085 E Kimberly Rd Twin Falls, ID 83301  
 208.734.7330

**SOLD TO:**  
 City Of Ketchum  
 PO Box 2315  
 Ketchum, ID 83340-2315

**SHIP TO:**  
 Office  
 PO Box 2315  
 Ketchum, ID 83340-2315

## SALES AGREEMENT

AGREEMENT: Q000259155-5  
 AGREEMENT DATE: 12/20/2021  
 AGREEMENT EXPIRES: 1/8/2022  
 WAREHOUSE: Twin Falls Machine Sales  
 CUSTOMER NO.: 4855600  
 CUSTOMER PO:  
 SALESMAN: Shane G Johnson

Shane.Johnson@wseco.com

ITEM DESCRIPTION	PRICE
2015 Caterpillar 966M Wheel Loader S/N: KJP00998 SMU: 1,896 hrs ID:E0097144	\$248,570.00
Used Warranty - MS Used Warranty 12 months 500 hour Powertrain and Hydraulic.	\$1,430.00

Notes	Before Tax Balance	\$250,000.00
	Sales Tax	\$0.00
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	<b>Net Due</b>	<b>\$250,000.00</b>

Western States Equipment	City Of Ketchum
Order Received by <u>Brad Drollinger</u>	Approved and Accepted by _____
Title <u>Regional Sales Manager</u> Date <u>12/20/2021</u>	Title _____ Date _____
	Warranty Document Received (initial) _____

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.  
 Warranty: By initiating above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



# SALES AGREEMENT

NO.: Q000259155-7

## EQUIPMENT DETAILS

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3611910 966M WHEEL LOADER	3722085 REGIONAL PKG AM-N
3860940 STANDARD PACKAGE	3831556 LINKAGE STANDARD LIFT
3672330 COUNTERWEIGHT 1000KG	3692717 AXLES LOCK/OPEN ED AOC
3692726 HYDRAULICS 2V RC STD/HL	3964672 HYDRAULIC OIL STANDARD
3641306 STARTING COLD (120V)	3600158 LIGHTS STANDARD
3757663 SEAT HEATED LHD	3661983 MIRRORS EXTERNAL
3726549 STEERING STANDARD	3886245 PRODUCT LINK SATELLITE PL321
3649908 COOLING CORES 6 FPI	3649918 FAN STANDARD
3717066 ANTIFREEZE -34C (-29F)	3008697 TIRES 26.5R25 * VJT BS L3
3723891 CAB AR STANDARD	3660730 CAB ROOF STANDARD
3658382 COVER HVAC NON-METALLIC	3248092 AIR INLET STANDARD RAIN CAP
3599951 FENDERS STANDARD	3726554 SOUND SUPPRESSION STANDARD
3721600 RADIO AM/FM/USB/MP3 BLUETOOTH	3679030 GUARD POWERTRAIN
3727403 QUICK COUPLER READY	3611437 OMISSION WORKTOOL
3831557 LUBRICATION MANUAL STD/HL	3927096 JOYSTICK 2V LHD
0P9003 LANE 3 ORDER	3611880 CERT EMISSIONS EPA TIER 4
0P0309 PACK DOMESTIC TRUCK	4501592 SEAT BELT 3 W/INDICATOR
3109390 QUICK COUPER	4353404 KIT, HYDRAULICS, 3V, LINES IMPLEMENT 3V

## TERMS AND CONDITIONS

**1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS:** This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this SA by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or (3) the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

**2. PAYMENT TERMS:** Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

**3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL:** Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

**4. INSURANCE:** Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

**5. TIME OF DELIVERY AND SHIPPING:** Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

**6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS:** Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

**7. ASSIGNMENTS:** No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**8. NO WARRANTY:** Unless provided otherwise on the invoice, the equipment is purchased "AS IS" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES:** If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

**10. LIMITATION OF LIABILITY:** Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "EQUIPMENT FAILURE/LIMITATION OF REMEDIES" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

**11. FORCE MAJEURE:** WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

**12. INDEMNITY:** Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

**13. DEFAULT BY CUSTOMER:** An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

**14. JURISDICTION AND VENUE:** This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

**15. EQUIPMENT DATA:** This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or identical counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

**CUSTOMER:** \_\_\_\_\_

**WESTERN STATES EQUIPMENT COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Title: Regional Sales Manager

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

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



**City of Ketchum  
Public Works**

**INVITATION FOR BIDS**

Sealed bids will be opened at 10:00 a.m. Mountain Standard Time, Wednesday, December 15, 2021, in the City Clerk's Office, Ketchum City Hall, 191 5<sup>th</sup> St W, Ketchum, Idaho 83340, for Wheel Loader Bids.

**1. INTRODUCTION AND PURPOSE**

Bidders are required to read and understand all information within this entire bid package. By responding to this Invitation for Bids (IFB), the bidder agrees to read and understand these documents.

The purpose of this IFB is to provide the City of Ketchum a 966M Wheel Loader or equivalent, meeting or exceeding the specifications of this proposal. Said equipment shall include all items necessary for efficient operation whether specifically mentioned in these specifications.

~~There is an added alternate bid for the bidder to purchase a city of Ketchum, surplus 1998 950G wheel loader.~~

~~The city of Ketchum may choose to use the funds to go towards the purchase of the loader specified, receive the funds, or disregard the alternate bid.~~

**2. COMMUNICATION WITH THE CITY**

All vendor communications concerning this IFB shall be directed to:

Kelli Trapp  
Administrative Assistant  
PO Box 2315  
Ketchum, ID 83340  
(208) 726-7831 phone  
(208) 726-7836 fax  
[ktrapp@ketchumidaho.org](mailto:ktrapp@ketchumidaho.org)

**3. BID RESPONSE DATE AND LOCATION**

- a) Bids must be received by the City Clerk no later than 10:00 a.m. Mountain Standard Time, Wednesday, December 10, 2021.
- b) Hard copy original Bids are preferred. However, fax and email submittals to the addresses above are acceptable with prior approval from the Director.
- c) Responses should be in a sealed envelope clearly marked and addressed as follows:

966M Wheel Loader  
Attn: Tara Fenwick  
Ketchum City Hall  
191 5<sup>th</sup> Street West  
Ketchum, Idaho 83340

- d) Please be advised that the address cited in item 3 (c) above is the physical location of City Hall, the City of Ketchum's mailing address is:

Ketchum City Hall

PO Box 2315

191 5<sup>th</sup> Street \* P.O. Box 2315 \* Ketchum, ID 83340 \* main (208) 726-7831 \* fax (208) 726-7836  
facebook.com/CityofKetchum \* twitter.com/Ketchum\_Idaho \* [www.ketchumidaho.org](http://www.ketchumidaho.org)



- e) Should the bidder respond by US Mail, please be certain to use the mailing address on the mailing label, clearly marking the outside of the envelope or box, "966M or equivalent, Wheel Loader" Inside the mailing envelope or box, please refer to instructions in item 3 (c) above.
- f) The City requires one original bid and one copy of the bid.
- g) The vendor or bidder has full and complete responsibility to ensure the Bid arrives at City Hall within the deadline. The City assumes no responsibility for the delays caused by the US Postal Service or any other delivery service. Postmarking by the due date will not substitute for the actual receipt of response by the date due. Bids will be opened at the due date and time. Responses arriving after the deadline may be returned, unopened, to the vendor or bidder, or may simply be declared non-responsive and not subject to evaluation or may be found to have been received in accordance with the solicitation requirement, at the sole determination of the City Administrator.
- h) Bid response must be signed by an official authorized to legally bind the bidder.
- i) The City of Ketchum will consider supplemental brochures and materials. Bidders are invited to attach any brochures or materials that will assist the City in evaluation.

#### 4. BID OPENING

- a) The Bid shall be publicly opened by the City at the date and time specified, at Ketchum City Hall. The City requests bidders honor the City effort to safeguard pricing or proposal information until an Intention to Award is announced.
- b) With this preference stated, the City shall continue to properly fulfill all public disclosure requests for such information as required by Idaho Law.
- c) Should any bidder request pricing information prior to City award, all bidders may be informed of such by the City.

#### 5. BASIS OF AWARD

Award of contract by City of Ketchum will be based upon most responsible and responsive bid submitted. Consideration will be given to delivery date, parts and service facilities, analysis and comparison of equipment specification details, and past experience of the City of Ketchum with similar or related equipment. No significant deviation from the terms of this specification is acceptable. The City of Ketchum reserves the right to reject any or all bids as authorized by law and to award the contract to other than the lowest bidder at its discretion, in the best interests of the City of Ketchum.

#### 6. BID PREPARATION AND SUBMISSION

##### Effective Dates of Offer

Offer price and costs in Vendor submittal must remain valid for at least ninety (90) days or until City completes award. Should any vendor object to this condition, the vendor must provide objection through a question and/or complaint to the Buyer prior to the bid closing date.

##### Taxpayer Number and W-9

Unless the successful Vendor has already submitted a fully executed Taxpayer Identification Number and Certification Request Form (W-9) to the City, the successful Vendor must execute and submit this form prior to the contract execution date.

##### Cost of Preparing Bids

The City will not be liable for any costs incurred by the Bidder in the preparation of Bids submitted in response to this IFB including, but not limited to, costs incurred in connection with the Bidder's participation in demonstrations and the pre-Bid conference.

##### Bidder Responsibility

It is the Bidder's responsibility to examine all specifications and conditions thoroughly and comply fully with specifications and all attached terms and conditions. Bidders must comply with all Federal, State, and City laws, ordinances and rules, and meet any and all registration requirements where required for contractors as set forth in the Idaho Statutes.

#### Changes in Bids

Prior to bid submittal closing date and time established for this IFB, a Bidder may make changes to its bid provided the change is initiated and dated by the Bidder. No change to a bid shall be made after the bid closing date and time.

#### Errors in Bids

Bidders are responsible for errors and omissions in their Bids. No such error or omission shall diminish the Bidder's obligations to the City.

#### Withdrawal of Bid

A submittal may be withdrawn by written request of the submitter, prior to bid closing. After the closing date and time, the submittal may be withdrawn only with permission of the City.

#### Rejection of Bids and Rights of Award

The City reserves the right to reject any or all bids at any time with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted Bid.

#### No Gifts and Gratuities

The City of Ketchum Employee Handbook provides rules about work activities, business relationships, and the use of City resources. City purchasing requires that Vendors who contract with City Purchasing, or are interested in pursuing a purchasing contract, comply with standards to support the City Ethics Code. Vendors shall not directly or indirectly offer gifts and resources to any person employed by the City that is intended, or may be reasonably intended, to benefit the Vendor by way of award, administration, or in any other way to influence purchasing decisions of the City. This includes but is not limited to, City Purchasing office employees and City employees that do business with, order, purchase or are part of decision-making for business contract or purchase decisions. He Vendor shall not offer meals, gifts, gratuities, loans, trips, favors, bonuses, donations, special discounts, work, or anything of economic value to any such City employees. This does not prohibit distribution of promotional items that are less than \$25 when provided as part of routine business activity such as trade shows. It is also unlawful for anyone to offer another such item, to influence or cause them to refrain from submitting a bid.

Vendors must strictly adhere to the statues and ordinances for ethics in contracting and purchasing including RCW 42.23 (Code of Ethics for Municipal Officers) and RCW 42.52 (Ethics in Public Service). This is applicable to any business practice, whether a contract, solicitation or activity related to City businesses.

1. DELIVERY

Machine is to be delivered within sixty (60) days from the date of award. More than sixty days must be approved by the city.

2. EXCEPTIONS TO BID SPECIFICATIONS

On a separate page, please list all deviation in specifications. List by title and item.

3. WRITTEN POWERTRAIN WARRANTY to be included with bid as follows:

A warranty to include all parts and labor for all repairs required for one (1) year from date of delivery. The warranty is to be provided during vendor's regular working hours. The City of Ketchum will make the equipment available for repairs and inspections as required by Vendor.

The warranty shall also include:

- a. Travel time and mileage to perform said warranty.

**ADDED ALTERNATE BID**

Added Alternate Bid is for the bidder to purchase a surplus 1998 950G wheel loader, 8010 hours with dirt bucket.

Bid Amounts: 50,000.00

**APPENDIX A  
SPECIFICATIONS**

**USED 966M WHEEL LOADER OR EQUIVALENT**

These specifications are intended to provide bidders with minimum specifications required by the City of Ketchum. These specifications do not describe each and every part of the 966M Wheel Loader (or equivalent) necessary to provide a complete unit but address the minimum requirements necessary. All bidders shall conform to these requirements unless exceptions or deviations from the specifications have been noted in the bid submission. Substitutions to specified components may be made where items are deemed equivalent to that specified.

**WHEEL LOADERS**

**BID SPECIFICATION FOR 966M OR EQUIVALENT**

- Loader must have less than 2000 hours on the machine.
- Bid submitted for Ketchum's 1998 950G wheel loader.
- Cost of the loader must not exceed \$200,000, after alternate bid value is considered.

Compliant?

**BASIC SPECIFICATIONS**

- Engine max gross power according to SAE J1995 shall be at least 311 hp (232 kW).
- Engine max net power according to SAE J1349 shall be at least 276 hp (206 kW).
- Machine operating weight shall be no less than 51,176 lb. (23,220 kg) with a 5.5 cubic yard (4.2 cubic meter) general-purpose bucket with bolt-on edges.
- Machine height to top of ROPS shall be 11' 8" (3559 mm).
- Machine height to top of hood shall be 9'3" (2818 mm).
- Ground clearance with 26.5R25 - L3 tires shall be 1' 7" (476 mm).
- Machine wheelbase shall be 11' 8" (3550 mm).
- B-Pin maximum lift shall be at least 13' 11" (4235 mm).
- Bucket capacity shall range from 3.25 - 12 cubic yards (2.5 - 9.2 cubic meters).
- Bucket design shall provide greater than or equal to 100% of rated material retention and have integrated spill guard installed at the factory.
- Loader shall have less than 2000 hours.
- ENGINE**
- Engine shall be EPA Tier IV Final compliant.
- Emissions package shall be mounted on a platform bolted to the machine frame and allow access to the top of the engine.
- Engine electronic control modules and sensors shall be completely sealed against moisture and dust.
- Deutsche connectors and electrical wire braiding shall ensure that electrical connections resist corrosion and premature wear.
- Engine shall have displacement of 568 cubic inches (9.3 L).
- Engine max net power according to SAE J1349 shall be at least 276 hp (206 kW).
- Engine bore shall be 4.53" (115 mm) and stroke shall be 5.87" (149 mm).

- Y  X  N  \_\_\_ Engine max net torque at 1000 rpm shall be 1,126 ft-lb (1527 N-m).
- Y  X  N  \_\_\_ Automatic engine regeneration allowing either manual low speed regeneration cycle or high speed regeneration which will not disrupt work.
- Y  X  N  \_\_\_ Engine shall have four idle control settings to help maximize fuel efficiency: hibernate allows idle speed to drop after a preset time, work provides flexibility in working engine idle speeds, warm-up helps keep the engine from dropping below a set temperature in cold conditions, and low voltage mode prevents battery drain due to high electrical loads from attachments.
- Y  X  N  \_\_\_ Engine shall provide low rpm idle feature to conserve fuel.
- Y  X  N  \_\_\_ Engine shall have a 24-volt starting and charging system.
- Y  X  N  \_\_\_ Alternator shall be 145 amp.
- Y  X  N  \_\_\_ Machine shall have two maintenance free 1400 CCA batteries.
- Y  X  N  \_\_\_ A heavy-duty electric starter shall be standard.
- Y  X  N  \_\_\_ Cooling system shall be isolated from the engine compartment by a non-metallic shield.
- Y  X  N  \_\_\_ Engine air pre-cleaner shall remove 93% of particles from the air before reaching the primary filter.
- Y  X  N  \_\_\_ Variable speed fan shall draw air in from the rear of the machine and exhaust it out the sides and top of the hood.
- Y  X  N  \_\_\_ Engine shall be configured to provide constant net horsepower at full parasitic load.

**POWERTRAIN/TRANSMISSION**

- Y  X  N  \_\_\_ Machine shall have an electronic planetary powershift transmission.
- Y  X  N  \_\_\_ Machine shall have an Electronic Clutch Pressure Control to modulate clutch engagement individually to allow smoother speed and directional shifts.
- Y  X  N  \_\_\_ Machine shall have a variable shift control that allows the transmission to upshift at lower engine RPM's.
- Y  X  N  \_\_\_ Machine shall have four speeds forward with a maximum of 24.9 mph (40.8 km/h) and four speeds reverse with a maximum of 23.8 mph (39 km/h).
- Y  X  N  \_\_\_ Machine shall have an electronically controlled, variable on-demand speed fan.
- Y  X  N  \_\_\_ Speed shifting shall regulate engine speed during high-energy directional changes for smoother shifting and longer component life.
- Y  X  N  \_\_\_ Machine shall have manual differential locks standard from the factory for the front axle, with optional automatic differential locks for both front and rear axles.
- Y  X  N  \_\_\_ Lock up clutch torque converter shall be standard to maximize efficiency on load and carry operations

**STEERING**

- Y  X  N  \_\_\_ Electro hydraulic joystick steering system shall offer a low-effort hand-metering unit that directs power through the steering system only when needed. When not needed, more engine power is available for rim pull, breakout force, lift force and shall result in reduced fuel consumption.
- Y  X  N  \_\_\_ Electro hydraulic joystick steering system shall have 80 degrees of total movement that is 40 degrees either side of the center.
- Y  X  N  \_\_\_ Electro hydraulic joystick steering system shall be self-calibrating according to machine articulation angle. The movement and position of the joystick shall mirror the articulation angle of the machine.
- Y  X  N  \_\_\_ Electro hydraulic joystick steering system shall contain the forward/neutral/reverse finger switch and a thumb wheel used for up and down shifting.
- Y  X  N  \_\_\_ Electro hydraulic joystick steering system shall contain a force feedback motor that automatically adjusts the effort needed to tilt the ergonomic joystick based on ground speed.

**BRAKES**

- Y  X  N  \_\_\_ An integrated braking system shall reduce axle oil temperatures and improve transmission neutralizer smoothness.

**HYDRAULIC SYSTEM**

- Y  X  N  \_\_\_ Hydraulic pump output for the bucket/work tool system shall be 95 gal/min (360 L/min).
- Y  X  N  \_\_\_ Total hydraulic cycle time shall be no more than 10.3 seconds with rated payload.
- Y  X  N  \_\_\_ Machine shall feature load-sensing hydraulics to automatically adjust to operating conditions and provide only hydraulic flow required by the implement.
- Y  X  N  \_\_\_ Control of raise/lower and rack back/dump shall be able to be operated simultaneously.
- Y  X  N  \_\_\_ Electro hydraulic implement controls shall provide the operator with in-cab programmable kickouts to prevent material spillage.
- Y  X  N  \_\_\_ Optional joystick hydraulic implement control with third and fourth function in same joystick should be available

**AXLES**

- Y  X  N  \_\_\_ Machine shall have a fixed front axle that is rigidly mounted to the frame.
- Y  X  N  \_\_\_ Rear axle shall oscillate +/- 13° and follow the contour of the ground to allow the cab to stay steady.

**OPERATOR'S STATION**

- Y  N  The operator sound pressure level for a standard machine configuration shall be a maximum of 72 dB(A) with the cooling fan speed set at maximum value per ISO6396:2008.
- Y  N  Cab shall be attached to the frame with viscous mounts to reduce shock loads from the ground.
- Y  N  An integrated ladder with aggressive-tread steps shall keep debris buildup to a minimum.
- Y  N  Ladder shall be at a 15-degree incline for easy entry and exit.
- Y  N  Platforms shall be wide enough to allow ease of movement to the front or rear of the machine.
- Y  N  Front hinged cab door shall be able to be opened and closed by the operator while seated and shall feature sliding windows on both sides that can be opened incrementally with one hand operation.
- Y  N  Front hinged cab door shall open automatically with the assistance of a gas strut.
- Y  N  Pull type door handle shall be located on the lower right hand corner of the door for easy access when standing on the ground or first step of the ladder.
- Y  N  Full-length ladder shall be available on the right side to facilitate safe exit if needed.
- Y  N  Convex windshield shall help enhance visibility, increase cab space, decrease sound levels in the cab, and offer durability than flat glass.
- Y  N  Wet-arm wipers shall be on both front and back windows.
- Y  N  Cab roof shall have channels to direct rain off the corners of the cab to keep the windows clear.
- Y  N  Cab shall have an overhang on all sides to protect the operator from glare.
- Y  N  Window access platform shall extend along the front of the curved windshield for fast, safe, and more convenient cleaning access.
- Y  N  Non-slip step near the A pin and horizontal folding (along a vertical axis) external mirrors shall be added to help assist operators when stepping onto the window cleaning platform.
- Y  N  Standard rear vision camera shall be located in a pocket on the grill to protect it from damage and the elements and help monitor movement behind the loader.
- Y  N  A Multi-function 18 cm (7 in) color LCD touch-screen display for rear vision camera image display (reverse travel activated) and machine status, setting and health parameters should be standard
- Y  N  A second screen must be available as an option to display the rear view camera vision at all times if required.
- Y  N  Minimum of two rear hood mounted lights shall illuminate the area behind the machine in low light conditions.
- Y  N  One main control panel shall be located on the right ROPS post to keep everything in reach of the operator while maintaining visibility to the ground.
- Y  N  Main control panels shall retain large membrane style switches which contain LED's to denote activation/mode and have a positive feel and "click" to signal activation.
- Y  N  Climate control system shall automatically adjust the air temperature and fan speed to maintain the operator's preferred climate setting.
- Y  N  Seat shall have 6-way adjustments and shall feature automotive-style lumbar support.
- Y  N  Right and left armrests shall be mounted to the seat arms and have integrated controls that adjust for comfortable, convenient operation and must move with the seat.
- Y  N  Heated seat shall be available for comfort in cold conditions.
- Y  N  External 12" by 9" mirrors shall contain integrated spot mirrors and have optional heated and remotely adjustable functions.
- Y  N  Stop, tail, and turn signal lights shall mount in a pocket for extra protection and are LED style.
- Y  N  Cab shall contain three 12-volt outlets.
- Y  N  Right side of cab shall contain MP3 player jack, MP3 player/cell phone holder, and two cup holders.
- Y  N  A monitoring system shall be available for critical systems to alert the operator to potential need for service. Three levels of warning shall allow the operator to assess the situation more accurately.
- Y  N  The operator station shall be removable in 45 minutes and shall use quick disconnects so no wire need to be cut and no refrigerant is lost.
- Y  N  Cab shall have channels on the cab floor and no threshold at the door for easy cleaning.
- Y  N  A remote opening system should be available as an option so the operator can open the cab from the ground level.
- Y  N  A tie-off point should be available on the left side of the machine.

**LOADER LINKAGE**

- Y  N  Full 37 degree turn static tipping load with a 5.5 cubic yard (4.2 cubic meter) general-purpose bucket with bolt-on edges shall be no less than 32,329 lb. (14,668 kg) and will be fully compliant to ISO (2007) 14397-1 Section 1 thru 6, which requires 2% verification between calculations and testing.
- Y  N  Full 37 degree turn static tipping load with a 5.5 cubic yard (4.2 cubic meter) general-purpose bucket with bolt-on edges and rigid tires shall be no less than 34,873 lb. (15,822 kg) and will be fully compliant to ISO (2007) 14397-1 Sections 1 thru 5.
- Y  N  Breakout force shall be a minimum of 38,984 lb. (173 kN) with a 5.5 cubic yard (4.2 cubic meter) general-purpose bucket with bolt-on edges.
- Y  N  A high lift arrangement shall be available for special dump clearance needs.

- ~~Y~~  N \_\_\_ Linkage shall be a single-tilt Z-bar design.
- ~~Y~~  N \_\_\_ Rotary sensors for the tilt lever and lift circuit shall allow the operator to electronically set detent positions from the cab.

**WORK TOOL OPTIONS**

- ~~Y~~  N \_\_\_ A quick coupler (Balderson coupler) shall be available for ease of changing work tools without leaving the cab.
- ~~Y~~  N \_\_\_ A quick coupler shall be available from the OEM with no offset between linkage and tool so no performance is lost.

**SERVICEABILITY**

- ~~Y~~  N \_\_\_ Machine shall have well protected, easily visible sight gauges for transmission oil, hydraulic oil, and radiator coolant.
- ~~Y~~  N \_\_\_ A single mechanical lift cylinder with manual backup shall be standard to open the hood.
- ~~Y~~  N \_\_\_ If necessary, the entire hood shall be removable using the built-in lift points.
- ~~Y~~  N \_\_\_ With the hood closed, quick checks on engine oil and coolant sight gauges can be completed through the rear clamshell.
- ~~Y~~  N \_\_\_ Panels located behind the tires shall lift up and can be removed for additional access.
- ~~Y~~  N \_\_\_ Rooding fenders shall hinge from the rear and swing out, allowing easier access to the engine compartment.
- ~~Y~~  N \_\_\_ The clamshell hood shall provide access to the front and rear faces of the radiator and ATAAC cores for easy cleaning.
- ~~Y~~  N \_\_\_ A perforated and corrugated grill shall minimize debris buildup and shall swing out for easy cleaning and access to the cooling cores.
- ~~Y~~  N \_\_\_ Full width air conditioning condenser and oil cooler cores shall swing out to allow easy cleaning of the rear radiator face.
- ~~Y~~  N \_\_\_ Cab air filters shall be easily accessible from the exterior of the cab.
- ~~Y~~  N \_\_\_ Ecology drains for simple and clean fluid drainage shall be provided for the engine, transmission, and hydraulics.
- ~~Y~~  N \_\_\_ Brake wear indicators shall be standard for ease of inspection.
- ~~Y~~  N \_\_\_ Grease fittings shall be grouped on the right side of the machine in two locations: below the right-side service platform and just off the non-engine end frame.
- ~~Y~~  N \_\_\_ Transmission oil and hydraulic filters shall be located behind the hinged, right-side access platform. The hydraulic oil tank shall be drainable from this location.
- ~~Y~~  N \_\_\_ Auto lube shall be available to provide precise, automatic lubrication of pins and bushings.
- ~~Y~~  N \_\_\_ Maintenance free batteries, relay panel, jump start receptacle, and optional toolbox shall be located below the left-side access platform.
- ~~Y~~  N \_\_\_ Master shutdown switch shall be housed with the relay panel.
- ~~Y~~  N \_\_\_ Pressure taps for the steering and hydraulic systems, transmission (optional), and brakes shall be grouped behind an access panel just below the right-side service platform.

**MINIMUM SERVICE FILL CAPACITIES**

- ~~Y~~  N \_\_\_ Fuel tank shall hold at least 82.7 gal (313 L).
- ~~Y~~  N \_\_\_ Cooling system shall hold at least 18.9 gal (71.6 L).
- ~~Y~~  N \_\_\_ Crankcase shall hold at least 6.5 gal (24.5 L).
- ~~Y~~  N \_\_\_ Transmission shall hold at least 14.3 gal (54 L).
- ~~Y~~  N \_\_\_ Front and rear differentials and final drives shall each hold at least 15.1 gal (57 L).
- ~~Y~~  N \_\_\_ Hydraulic tank shall hold at least 33 gal (125 L).
- ~~Y~~  N \_\_\_ Diesel Exhaust Fluid (DEF) tank shall hold at least 4.4 gal (16.8 L).

**OWNING AND OPERATING COSTS**

- ~~Y~~  N \_\_\_ Recommended hydraulic filter change interval shall be 500 hours.
- ~~Y~~  N \_\_\_ Recommended transmission oil change interval shall be 2,000 hours.

**ADDITIONAL FEATURES**

- ~~Y~~  N \_\_\_ A payload measuring system shall be available as OEM factory-installed option. Sensors that are built into the lift arms should allow on-the-go weighing of material in the bucket, with results displayed in the cab monitor
- ~~Y~~  N \_\_\_ Aggregate Auto dig shall be available to automate the loading process by allowing operators to get consistently full payloads without touching the controls.
- ~~Y~~  N \_\_\_ Lighting packages shall be available for roading or low-light applications.
- ~~Y~~  N \_\_\_ High Intensity Discharge (HID) lights shall be available.
- ~~Y~~  N \_\_\_ Cylinder dampening shall slow the bucket as it reaches the limits of travel to prevent machine jarring.
- ~~Y~~  N \_\_\_ Ride control shall be available to reduce jolting and bouncing during load and carry operations, with a minimum of 2 accumulators.

Y  N

Electronically controlled, automatic kickouts shall prevent the jerking and bouncing associated with abrupt cylinder stops.

Y  N

A system shall be available to collect and track information on machine location, service meter hours, productivity information, and other relevant items.

Y  N

A security system shall be available to help eliminate theft and unauthorized usage by requiring a uniquely coded key.



Meridian  
 500 E Overland Rd Meridian, ID 83642  
 208.888.2287

**SALES AGREEMENT**

AGREEMENT: Q00PST  
 AGREEMENT DATE: 12/23/21  
 AGREEMENT EXPIRES:  
 WAREHOUSE:  
 CUSTOMER NO.:  
 CUSTOMER PO:

**SOLD TO:**  
 City of Ketchum  
 PO Box 2315  
 Ketchum, Id. 83340

**SHIP TO:**  
 Ketchum, Id. 83340

**SALESMAN:** Shane Johnson  
**EMAIL :** shane.johnson@wseco.com  
**PHONE :** 208-420-0025

ITEM DESCRIPTION	PRICE
TRADE MACHINE	-50,000.00
CAT 950G with Bucket	
4BS00275	
Hours 8010	

**The Used Equipment is purchased "As Is" with no Warranty**

Notes	Before Tax Balance	-50,000.00
	Sales Tax 0.00%	0.00
	Downpayment	
	Net Due	-50,000.00
<b>Western States Equipment</b>		
Order Received by _____	City of Ketchum	Approved and Accepted by _____
Title _____ Date _____		Title _____ Date _____





**STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS**

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

**COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS) - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)**

Standard Warranty period based on Caterpillar guidelines				
OWNER's NAME City Of Ketchum			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE PO Box 2315 Ketchum, ID 83340-2315				
EXTENDED WARRANTY COVERAGE Used Warranty - MS Used Warranty 12 months 500 hour Powertrain and Hydraulic. Travel and mileage covered during the warranty period.				
MODEL	PRODUCT DESCRIPTION	HOURLY METER	SERIAL NUMBER	DELIVERY DATE
966M	966M Wheel Loader	1,896	KJP00998	

**IMPORTANT NOTE TO OWNER:** Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.**

**ACKNOWLEDGEMENTS:** I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements \_\_\_\_\_ (initial)

OWNER/LESSEE SIGNATURE : \_\_\_\_\_ DATE: \_\_\_\_\_

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE : \_\_\_\_\_ DATE: \_\_\_\_\_

**TRANSFER:** The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

<b>Purchase Application</b> <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> FORESTRY <input type="checkbox"/> WASTE <input type="checkbox"/> GOVERNMENTAL <input type="checkbox"/> AG	<b>PURCHASER NAME</b>	<b>DATE MACHINE SOLD</b>	<b>DATES INSPECTION COMPLETED &amp; APPROVED</b>	
	<b>ADDRESS (STREET, RR)</b>	<b>(CITY/TOWN)</b>	<b>(STATE)</b>	<b>(ZIP CODE)</b>
	<b>TRANSFER HOUR METER READING</b>	<b>SIGNATURE OF NEW BUYER</b>	<b>DEALER CONFIRMATION</b>	

By signing this agreement I agree to the terms on the following pages.

## CATERPILLAR STANDARD WARRANTY

**General Provisions:** Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for other products, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA61629-3345.

**Warranty Period:** The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is 6 months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect / disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

**Caterpillar Responsibilities:** If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. **Owner Responsibilities:** The user is responsible for: 1) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. 10) Costs associated with travel time and mileage required for on-site repairs.

### EXTENDED REPAIR COVERAGE

**A. General Provisions:** During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, subject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

**Warranty Periods:** Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.

**Owners Responsibilities:** The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.

**Power Train Extended Coverage:** The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. 10) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. 11) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.

**Power Train Plus Hydraulics Extended Coverage:** The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: 1) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPPLERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts. 4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.

**Full Machine Extended Coverage:** All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:

Scheduled Hours Available for Work (numerator)

Scheduled Hours (denominator)

The machine availability will be evaluated at 12-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner \$25.00 per hour for the

hours necessary to "enhance" availability to the 95% level.

Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.

Note: Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.

Note: The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

**B. ITEMS NOT COVERED:** Western States Equipment is not responsible for the following: 1) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 10) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

**C. TERMINATION OF EXTENDED COVERAGE:** Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended Coverage for the product.

**D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY:** In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product of the breach of performance of Western States Equipment obligations under Extended Coverage.

**E. OBTAINING EXTENDED COVERAGE SERVICE:** To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

**F. TRANSFER OF UNUSED COVERAGE UPON RESALE:** Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: 1) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

**G. CANCELLATION OF COVERAGE:** The owner may cancel Extended Coverage: 1) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a \$50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a \$50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

**H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OF THE MACHINE SERVICE CONTRACT PROVIDER UNDER THIS MACHINE SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.**

**I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.**

**J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDER OWNERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURER: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 | 800 248-4228**

**EXCEPTION TO BID SPECIFICATIONS**

The CAT 966M comes equipped with a CAT Fusion Quick Coupler. Western States Equipment will give a trade value of \$3,500.00 for the Fusion Coupler.

The bid calls for a Balderson Quick Coupler. The cost for the Balderson coupler is \$9774.00.

So net difference is \$6,274.00.

Thank you

Shane Johnson

Western States Equipment

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
Western States Equipment Co

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
PO Box 38

**6** City, state, and ZIP code  
Boise, ID 83707-0038

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				
--	--	--	---	--	--	--	--

or

Employer identification number

8	2	-	0	4	0	3	5	4	2
---	---	---	---	---	---	---	---	---	---

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ *Heidi J. Allen* Date ▶ 01/04/2021

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



## City of Ketchum

December 29, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Approve Purchase Order #22050 for \$35,000 for a used Ford Rescue Truck**

#### Recommendation and Summary

Staff is recommending the council Adopt the following Resolution:

**"I move to approve purchase order #22050 in the amount of \$35,000 and authorize the Mayor to sign said purchase order."**

The reasons for the recommendation are as follows:

- This vehicle was included in the approved annual budget.
- The vehicle is the lowest bid received of two bids.

#### Introduction and History

The fire department has been using a Ford F250 pickup for the past 15 years as a utility/rescue/plow truck. That vehicle was never designed as a rescue truck, but has filled the role in between use as a general purpose utility truck and a snow plow. It now has about 90,000 miles. These have been hard miles, as the use as a snow plow has not been kind to the truck.

As a rescue truck, the existing truck requires loading equipment for each call when the call comes in. This slows the response of the truck by valuable minutes as the gear is located in the storage room, moved to the truck and secured. The truck does not have space to store the equipment permanently. The equipment is exposed to the elements as it is just thrown into the pickup bed. This is the primary vehicle for responding to injured hikers, bikers and horse riders in the summer and to injured skiers and snowmobilers in the winter.

The department budgeted the cost of a replacement pickup, but also worked on grant funding and other funding sources to upgrade from a pickup truck to a light rescue. A light rescue is designed to carry rope rescue, backcountry rescue and extrication equipment for a variety of calls. This would improve response times and decrease the possibility of not having critical gear for a life saving operation.

Alternative funding has not been secured to purchase a new light rescue. Further, attempts to get pricing on such a vehicle demonstrated that the medium duty chassis that these trucks are built on are not available. Current estimates are one to two years before a new vehicle could be available.

The department has opted instead to bid out and purchase a used rescue. This would allow sufficient time to continue working on the additional funding and to specify and order the truck.

The existing pickup will be retained to serve as a utility and snowplow. This will help prevent damage and wear and tear on the newer used truck.

#### Analysis

Bids were requested from 12 vendors and brokers. Only two bids were received. One was a 2008 rescue with 54,000 miles located in Henderson NV at \$49,500. The second was a 2004 rescue with 16,000 miles located in Charlestown RI for \$35,000. Inspection showed the 2008 truck to be in poor condition. The vendor offered to refurbish it after purchase. The 2004 truck appears to be in good condition. On site inspection has not been made, however purchase will be contingent on satisfactory inspection.

We are recommending purchase of the 2008 Ford/McCoy Miller light rescue from Charlestown Ambulance-Rescue Service in Charlestown RI.

#### Sustainability Impact

At this time, neither hybrid nor electric vehicles are available in this class.

#### Financial Impact

The quote is within the budget for the project. The budget is set at \$68,500, and the used truck is \$35,000. Allowing for new tires, mechanical work, radio and logo will all be under the budgeted amount.

#### Attachments

Purchase Order 22050  
Charlestown RI quote

#### **Acceptance**

---

Neil Bradshaw, Mayor  
City of Ketchum



**CITY OF KETCHUM**  
**PO BOX 2315 \* 480 EAST AVE. \* KETCHUM, ID 83340**  
**Administration 208-726-3841 (fax) 208-726-8234**

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 22050**

<b>To:</b> 5761 CHARLESTOWN AMBULANCE-RESCUE SERVI 4891 OLD POST RD PO BOX 346 CHARLESTOWN RI 02813	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
12/29/2021	kchoma	kchoma		0	

Quantity	Description	Unit Price	Total
1.00	2004 Rescue Truck 03-4230-7100	35,000.00	35,000.00
SHIPPING & HANDLING			0.00
TOTAL PO AMOUNT			35,000.00

\_\_\_\_\_  
 Authorized Signature





## **CHARLESTOWN AMBULANCE-RESCUE SERVICE**

**P.O. Box 346  
4891 Old Post Road  
Charlestown, RI 02813-0346  
(401) 364-3742  
(401) 364-5438 [fax]  
[www.charlestownrescue.org](http://www.charlestownrescue.org)**

Charlestown Ambulance-Rescue is pleased to submit the following apparatus, per bid request by City of Ketchum FD: 2004 McCoy Miller for \$35,000.00. This apparatus is offered, as-is, where-is, Charlestown, Rhode Island. Spec sheet attached.

We understand that, should this apparatus be chosen during the bid opening the department may wish to inspect the apparatus prior to final approval. It is requested that inspection and final decision regarding purchase be made by January 24, 2022 and that final payment is made by January 31, 2022, prior to taking possession. Buyer is responsible for transportation.

Please direct any questions on the apparatus to Chief Andrew Kettle, Charlestown Ambulance-Rescue: 401-364-3742.



## City of Ketchum

January 3, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Approve Contract #22051 with Mountain Humane for Animal Control Services**

#### Recommendation and Summary

Staff is recommending the council approve a new contract with Mountain Humane and adopt the following motion:

**"I move to authorize Contract #22051 with Mountain Humane to provide animal control services."**

The reasons for the recommendation are as follows:

- Community Service Officers and Police Officers need a reliable location to take animals found at large. The animals need to be safely sheltered until the owner comes forward to claim the animal.
- Mountain Humane has the proper shelter facility and veterinary services to address this need.
- Mountain Humane also possesses adoption services should the animal not be claimed.

#### Introduction and History

The purpose of this agreement is to allow the city to contract with Mountain Humane for animal control services. Below are the shelter stats for Ketchum City over the last couple of years:

- 2019 - 4
- 2020 - 5
- 2021 through November - 11

This contract has been in place for several years. Mountain Humane is asking all valley cities and the county to commit to a formal contract for services.

#### Sustainability

No direct impact.

#### Financial Impact

Due the small amount, staff is recommending the contract be funded from the contingency account.

#### Attachment

Contract #22051

**CITY OF KETCHUM  
CONTRACT FOR SERVICES  
MOUNTAIN HUMANE**

THIS AGREEMENT is in effect from October 1, 2021 to September 30, 2022, by and between the City of Ketchum, Idaho, a body corporate and politic and a subdivision of the State of Idaho, hereinafter referred to as “The City” and Mountain Humane, a non-profit corporation, Blaine County, Idaho, hereinafter referred to as “Mountain Humane”.

RECITALS:

1. The City is authorized pursuant to Idaho law to impound animals that are running at large or pose a danger to the public health safety and welfare.
2. Blaine County Code, Title 4, Chapter 4, Animal Control, establishes requirements for dog licensing and impoundment of dangerous animals and at-large dogs; authorizes fees for violation of terms of the Code and redemption of animals; and provides definitions and other regulations related to the administration of animal control.
3. Mountain Humane is willing to provide facilities and services for the care and safe housing of animals found in the City of Ketchum that are impounded by the City animal control officer, city law enforcement, or taken to Mountain Humane by citizens.
4. It is necessary for the proper operation of a city animal control program to have facilities and personnel available for the care and housing of impounded animals, for communication and exchange of information to the public and the sale and record keeping of the County dog licenses.
5. The parties believe that paying a flat fee for services is a more flexible and fair approach than charging on an individual impound basis. The City’s payment of a flat fee reduces administrative costs and recognizes the valuable public and private function served by Mountain Humane. The flat fee shall reasonably reflect the level of service provided by Mountain Humane, including but not limited to, the numbers and types of animals from the City of Ketchum, and may be adjusted annually during the City’s budget process which starts in June and adopted in August of each year.

NOW, THEREFORE, in consideration of the mutual agreement hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. TERM: This Agreement shall be in full force and effect upon execution. The contract period will be until September 30, 2022, and then renewed and will remain in effect for one year.
2. RENEWAL: Consideration for services shall be reviewed on a yearly basis by both parties, with Mountain Humane submitting a budget proposal by June 1 of each year so that the city may consider the request in the City's annual budget process.
3. RECEIPT AND HOUSING OF ANIMALS: MOUNTAIN HUMANE hereby agrees to receive, house and feed all animals found in the City and delivered to Mountain Humane by the police, City animal control officer or citizens. The location of pickup shall be documented to establish the jurisdiction of origin for the purposes of this Contract. Any officer or citizen delivering an animal found in The City of Ketchum, Mountain Humane must verify that the animal being impounded was found within The City borders and provide a written statement detailing the reasons why the animal(s) was impounded. The capacity of Mountain Humane is 50 dogs and 50 cats. In the ordinary course of operations, inflow of animals does not exceed capacity. If a situation arises that exceeds capacity, temporary declination of Animal Shelter to accept City impounds shall not be a breach of this agreement. In such an event Mountain Humane shall exercise its best efforts to shorten the period of over-capacity or find alternate locations for acceptance.
4. VETERINARY CARE: The City shall be responsible to pay any "necessary veterinary care" for animals, as defined herein, which are provided to any animal impounded within the seven (7) day impoundment period, pursuant to this Agreement. "Necessary veterinary care" means immediate veterinary treatment for injured, diseased, or sick animals or animals that seriously threaten Mountain Humane's ability to maintain a healthy animal population.

If within the seven (7) day impound period, Mountain Humane determines an animal received should be euthanized either because of health or behavior issues, The City will be responsible for the cost of such procedures and disposal.

5. RABIES VACCINATION AND LICENSING: Pursuant to Idaho law, dogs over six (6) months of age must be vaccinated for rabies and have on them a collar with a current license. Dogs impounded at Mountain Humane that are not wearing a collar with a current license tag will be vaccinated for rabies and issued a license. An owner claiming said dog will be charged both for a rabies vaccination and license along with any impound fees. Dogs will not be released without payment for services. If an impounded dog has a microchip or a collar with identification tags, but no current license tag Mountain Humane will check for current licensing and vaccination status within its

database. If no current license is found Mountain Humane will vaccinate for rabies if necessary and issue a license at the owner's expense.

6. ADMINISTRATIVE DUTIES: Mountain Humane agrees to provide facilities and personnel to perform any administrative duties necessary to The City's animal control program including, but not limited to, the sale and record keeping of The County's dog license program.

The City authorizes Mountain Humane to collect impound fees for animals impounded or taken up pursuant to this Agreement. Mountain Humane agrees not to release impounded animals to their owners unless and until the impound fees set forth by The City, if any, have been paid and procedures have been followed. Furthermore, Mountain Humane shall require any impounded dog be licensed before releasing said animal back to its owner.

7. CONSIDERATION: In consideration for the services performed by Mountain Humane according to the terms of this contract, the City shall pay Mountain Humane a total sum of \$2,400 for fiscal year 2022 to be paid in quarterly installments of \$600 a quarter. In addition, the City shall allow all revenues generated from Mountain Humane's sale of dog licenses for The City and the collection of impound fees from pet owner's retrieving their animals to remain with Mountain Humane. "Necessary veterinary services" shall be reimbursed quarterly based upon documentation receipts from a licensed veterinarian.
8. QUARTERLY REPORTS: Mountain Humane shall provide the City with quarterly reports that include the following information:

- a) Numbers and types of animals impounded;
- b) Location of animal pickup. Any officer or citizen delivering an animal to Mountain Humane shall verify, to the greatest extent feasible, that the animal being impounded was found within The City of Ketchum borders and provide a written statement detailing the reasons why the animal(s) was impounded. Impound records shall be submitted to The City quarterly.
- c) Numbers and types of animal licenses, to whom sold and/or renewed; revenues received.
  - i) Mountain Humane shall work with the City to develop a reporting system so that City dispatch personnel, the Animal Control officer, law enforcement and citizens can determine the ownership of the animal based upon licensing information, including residence and phone contact of the owner.
- d) Veterinary and euthanasia statistics

9. MOUNTAIN HUMANE A PRIVATE FACILITY: The parties agree that Mountain Humane is a private facility with its own policies and procedures for the housing and care of animals. Animals impounded or accepted by Mountain Humane pursuant to this Agreement shall become the property of Mountain Humane after seven (7) days at which time Mountain Humane shall assume financial responsibility for the continued care and housing of the animals.
10. TERMINATION: Any party to this Agreement may terminate its obligations under this Agreement upon providing the other parties with thirty (30) days written notice.
11. MODIFICATION: There shall be no modification of this Agreement unless executed in writing by the parties.

Executed and effective by the undersigned parties,

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022

Attest:

Mountain Humane

City of Ketchum, Idaho

\_\_\_\_\_  
Executive Director Annie McCauley

\_\_\_\_\_  
Mayor, Neil Bradshaw

\_\_\_\_\_  
City Clerk, Tara Fenwick



May 27, 2021

Dear Representative,

COVID has had an impact on all of us. In 2020, although Mountain Humane was forced to close to the public and adjust operations to comply with mandates, the number of animals adopted across the country skyrocketed, people were staying home with their pets, and shelters saw fewer and fewer animals. What hasn't changed is Mountain Humane providing impound and licensing services to municipalities within Blaine County. The annual fees for providing these services has not increased since 2015, in some cases not at all, even with the construction of the new facility which has a dedicated impound area accessible 24 hours per day 7 days per week.

The time has come for Mountain Humane to re-evaluate the cost of providing the impound and licensing services to Sun Valley, Ketchum, Hailey, Bellevue, and Blaine County to better align with the expenses associated to these services. The cost of providing these services 365 days per year is, on average, \$95,000 annually. These services include:

- A dedicated staff member for answering intake inquiries
- Scanning and follow up related to pet/owner identification
- Processing paperwork and data entry
- A 24-hour security entrance to dedicated impound areas
- Providing dedicated housing to keep these pets separated from the shelter population
- Performing a medical evaluation to ensure the pet doesn't require any further medical attention
- Ensuring the pet is up to date on its rabies and other vaccinations
- Walking the pet multiple times per day and feeding/general care of the pet
- Marketing efforts to return the pet to its owner via our lost and found outlets

In addition to impound services, the contract includes providing services associated to the implementation, management, distribution, and data tracking for the Blaine County dog license program.

This projection is based on the average number of impounded animals between 2018 and 2020, assuming they stay **one** night in the shelter. This does not include the cost of multiple days of services for those pets who are not returned to their owners within the first day, those which require additional medical care, or the vaccinations administered upon intake to keep the Mountain Humane adoptable animals safe from the spread of disease.

The total annual revenue for Mountain Humane per the current impound contracts with the municipalities for the 2021-2022 fiscal year is approximately \$43,000. The \$52,000 annual shortfall to run the impound and licensing programs is no longer sustainable. Mountain Humane has already had to cut staff to meet budgetary requirements and can no longer offer the free spay/neuter services to all Blaine County residents, as it had since 2006.

As part of this evaluation Mountain Humane is requesting an increase from the current \$2,000 annual fee to a fee of \$2,400 annually, or \$600 per quarter, effective the renewal of the impound contract dated 10/1/2021 - 09/30/2022. This is based on the following statistics.

	CITY OF KETCHUM			ALL MUNICIPALITIES
	% of Total cost - % of Animals Impounded	Cost of Services/ Quarter	Cost of Services/ Year	TOTAL COST PER YEAR
<b>2018-2019 AVG</b>	4%	\$860.90	\$3,443.60	\$86,090.00
<b>2020</b>	4%	\$781.63	\$3,126.52	\$78,163.00
<b>AVERAGE</b>		<b>\$821.27</b>	<b>\$3,285.06</b>	<b>\$82,126.50</b>
<b>LICENSING (% by census)</b>		\$231.75	\$927.00	<b>\$12,500.00</b>
<b>GRAND TOTAL</b>		<b>\$1,053.02</b>	<b>\$4,212.06</b>	<b>\$94,626.50</b>
<b>REQUESTED RATE CHANGE</b>		<b>\$600.00</b>	<b>\$2,400.00</b>	
<b>ADDITIONAL DEFICIT</b>		<b>-\$453.02</b>	<b>-\$1,812.06</b>	

As you can see, this increase still does not cover our expenses. However, since we have all been impacted by the pandemic, we have chosen not to implement the full increase at this time. This letter serves as notice that an evaluation will be completed in the Spring of 2022 to include the average statistics from 2021 in order to adjust the fees to further align with the expenses incurred by Mountain Humane in providing the impound and licensing services to Blaine County municipalities.

Based on the current predictions, surrender and stray animals will continue to rise as those who were able to be with their pets during the pandemic are forced to return to work and their pre-COVID routine, which may leave many animals without the option for care and the potential to be surrendered or abandoned.

We appreciate your consideration and hope you understand the financial position of Mountain Humane. We look forward to continuing our relationship with each Blaine County municipality and the residents they serve.

Please reach out to us if you would like to schedule an in person meeting to discuss this request.

Sincerely,

Anne H. McCauley  
Executive Director  
[amccauley@mountainhumane.org](mailto:amccauley@mountainhumane.org)  
208-788-4351 x215

Kelly Mitchell  
Senior Director – Shelter Operations & Outreach  
[kmitchell@mountainhumane.org](mailto:kmitchell@mountainhumane.org)  
208-788-4351 x102





**CITY OF KETCHUM**  
 PO BOX 2315 \* 480 EAST AVE. \* KETCHUM, ID 83340  
 Administration 208-726-3841 (fax) 208-726-8234

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 22051**

<b>To:</b> 1178 MOUNTAIN HUMANE ANIMAL SHELTER OF THE WOOD RIVER VALL BOX 1496 HAILEY ID 83333	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
12/30/2021	kchoma	kchoma		0	

Quantity	Description	Unit Price	Total
1.00	ANNUAL ANIMAL CONTROL SERVICES 01-4193-9930	2,400.00	2,400.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		2,400.00

\_\_\_\_\_  
 Authorized Signature



## City of Ketchum

January 3, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Adopt Resolution 22-014 to Appoint Gary Lipton to the Ketchum Urban Renewal Agency**

#### Recommendation and Summary

The Mayor is recommending the council adopt Resolution 22-014 and adopt the following motion:

I move to adopt Resolution 22-014.

The reasons for the recommendation are as follows:

- Carson Palmer's term on the Ketchum Urban Renewal Agency (KURA) expired in February 2021 and he has been serving until a replacement is selected.
- Gary Lipton previously served on the KURA and resigned due to family obligations. He is interested in returning to the KURA.
- The next KURA Board meeting is January 18, 2022.

#### Financial Impact

There is no financial impact related to this Resolution.

Attachment:  
Resolution 22-014

**RESOLUTION NUMBER 22-014**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, TO APPROVE THE APPOINTMENT OF GARY LIPTON TO THE BOARD OF COMMISSIONERS OF THE KETCHUM URBAN RENEWAL AGENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Idaho Code § 50-2001 *et seq.*, the “Idaho Urban Renewal Law of 1965”, the City of Ketchum created the Ketchum Urban Renewal Agency (the “Agency”); and

WHEREAS, pursuant to Idaho Code § 50-2006, the City established a Board of Commissioners for the Agency to transact the business and exercise the powers established by Idaho Code § 50-2001 *et seq.*; and

WHEREAS, Carson Palmer’s term on the Ketchum Urban Renewal Agency expired February 2021; and,

WHEREAS, Mayor Bradshaw desires to appoint Gary Lipton, with the consent of the City Council, to the Board of Commissioners of the Ketchum Urban Renewal Agency, to replace Carson Palmer and be appointed to a new term ending January 3, 2025; and,

WHEREAS, Gary Lipton previously served on the Ketchum Renewal Agency and has the knowledge and experience on the Board functions and operations,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO:

That Gary Lipton is hereby appointed to the Ketchum Urban Renewal Agency to replace Carson Palmer and be appointed to a new term ending January 3, 2025.

This Resolution will be in full force and effect upon its adoption this 3<sup>rd</sup> day of January 2022.

CITY OF KETCHUM, IDAHO

\_\_\_\_\_  
Neil Bradshaw  
Mayor

ATTEST:

\_\_\_\_\_  
Tara Fenwick  
City Clerk



## GARY LIPTON

### FORMAL EDUCATION:

Skidmore College  
Saratoga Springs, New York  
B.S. Degree in Business Administration

Oakland University  
Rochester, Michigan  
Extension Courses in Financing

### BUSINESS EXPERIENCE:

Williams & Lipton Company  
Farmington, Michigan  
Certified Senior Member  
Equipment Appraisers Association of North America  
Certified Equipment Appraiser  
Association Machinery & Equipment Appraisers  
Chairman, Appraiser, Auctioneer & Liquidator

Norman Levy Associates, Inc.  
Southfield, Michigan  
Appraiser, Auctioneer & Liquidator

### APPRAISAL EDUCATION:

Seminar: Machinery Identification  
American Society of Appraisers  
Seminar: Due Diligence for the Practicing Appraiser  
American Society of Appraisers  
Standards Course Society of Appraisers  
USPAP Certified, Standards of Professional Appraisal Practice (Exam taken twice)  
American Society of Appraisers  
Numerous Lectures to Banking Institutions  
Instructor: Keynote speaker & participant on "How to be an Expert Witness"  
Sponsors by Association of Machinery & Equipment Appraisers (workshop)  
Past Positions held with Association of Machinery & Equipment Appraisers  
Board of Directors – Trustee  
Chairman: Ethics & Standards Committee  
Member: Certification & Accreditation  
Committee  
Treasurer  
Board of Director's Officer  
Executive Committee Vice President  
Chairman, Membership Committee  
Voluntary Board Member

## GARY LIPTON RESUME SUPPLEMENT

1. Appointed to the KURA by Nina Jonas and the Ketchum City Council
2. Appointed to the Boards of KCDC and KIC by Nina Jonas and the Ketchum City Council.
3. 50% ownership of Schmith Outfitters in Wellston, Mi. Fishing Outfitter/Operations... Consisting of 9 Drift Boats, Shopping Store,  
3 Lodge Buildings, Rental House, Guiding and Worldwide Travel Services.
4. 100% Ownership of Heavy Industrial Equipment Company called Wil-Lip #'s 1/2/3. Consisting of Industrial Factoring, Leasing and Finance.
5. 33 1/2% Ownership of Distress Reclaimed Business Fund, consisting of 3 Heavy Industrial Machinery Dealers Combining Funds  
to Purchase and Refurbish Misused Industrial Factories and Companies Throughout the Midwest to Re purpose.
6. Investor in E-Bike Business in the Wood River Valley.
7. Investor in Commercial Properties in the Wood River Valley.
8. Investor in Bakery in the Wood River Valley.
9. Lipton Fine Arts. Art Dealer with a web site and over 150 pieces of art distributed throughout the United States.
10. Singular Note. I left the KURA on my decision, because I had a Life threatening Blood Disease and a Heart Attack, additionally my son had a motorcycle accident that he needed our daily care all at the same time.



## City of Ketchum

January 3, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to hold Public Hearing and Second Reading of Short-Term Rental Ordinance #1230**

#### Recommendation and Summary

Staff is recommending the Council review and hold the second reading of Ordinance #1230 which will create a new standalone business license; regulations and fee for short-term property owners. Staff will provide a brief presentation to follow-up on items from the previous meeting.

**"I move to approve the second reading of Ordinance #1230"**

#### The reasons for the recommendation are as follows:

- Staff completed minor revisions to the ordinance based on the feedback during the first reading which is outlined below.
- The ordinance will enable better compliance with Local Option Tax collection.
- The regulatory framework will allow for improved data collection regarding the number of units in town and associated yearly utilization.

#### Introduction and History

Staff completed the following minor revisions based on feedback from the previous meeting:

- Definitions changed to reflect ability of Owner or Renter to be the Permittee.
- 5.09.030(I) added to indicate no STR in LI and limited in Avalanche Zone (can only rent if structure designed to avalanche standards – same as in that portion of Code).
- 5.09.040 re-organized for readability and to avoid “mashed together” factor of initial draft.
- 5.09.040(B): Inspections by discretion so have flexibility to do so when needed, but not required (so as not to overburden staff).
- 5.09.040(C): Updated and revised to allow details to be in Fire Safety Plan regulations – more flexibility over time than having all spelled out in ordinance.
- 5.09.040(F): Added “Fire Safety Plan” requirement and that such Plan must be posted on site after approval.
- 5.09.040(G): High Occupancy STR provision simplified and pulled within overall section (instead of separate).
- 5.09.050: Revised to reflect enforcement flexibility and to simplify.

During the November 18<sup>th</sup> City Council meeting, city staff provided an overview of the draft ordinance for short-term rental ordinance based upon state law and examples from the cities of McCall and Sandpoint.

In 2017, the Idaho Legislature adopted legislation that sets forth limitations on the ability of counties and cities to regulate STRs. Most particularly, this legislation, now Idaho Code §67-6539, prevents a city from prohibiting STRs.

*Idaho Code §67-6539*

*67-6539. LIMITATIONS ON REGULATION OF SHORT-TERM RENTALS AND VACATION RENTALS. (1) Neither a county nor a city may enact or enforce any ordinance that has the express or practical effect of prohibiting short-term rentals or vacation rentals in the county or city. A county or city may implement such reasonable regulations as it deems necessary to safeguard the public health, safety and general welfare in order to protect the integrity of residential neighborhoods in which short-term rentals or vacation rentals operate. A short-term rental or vacation rental shall be classified as a residential land use for zoning purposes subject to all zoning requirements applicable thereto. (2) Neither a county nor a city can regulate the operation of a short-term rental marketplace.*

IC 67-6539 makes clear that the City cannot outright prohibit STRs within city limits. Less defined is what amount of regulation would be proscribed as constituting a “practical effect of prohibiting” STRs. To date, there has not been further legislation or judicial analysis clarifying where the boundaries might be drawn on such regulation.

Additionally, IC 67-6539 makes clear that STRs are to be generally treated as a residential land use for zoning purposes. This means that STRs cannot be regulated by limiting them only to areas of non-residential zoning (one of the more popular approaches in the early days of STRs).

As the Council reviews options for potential STR regulations, the key finding that should be considered is how the regulations are “necessary to safeguard the public health, safety and general welfare ...” including how to “protect the integrity of residential neighborhoods.” IC 67-6539.

Two Idaho cities that have been at the forefront of STR regulations after the adoption of IC 67-6539 are the City of McCall and the City of Sandpoint. Both cities have generally adopted a permit/license process as the procedural mechanism for STR regulations.

*City of Sandpoint Key Provisions:*

- STR permit required, tied to LOT to ensure collection of LOT
- Definition of STR that explicitly states that temporary shelters (such as RVs, tents) are to be used as an STR
- In residential zones, two-night minimum stay and only one STR per parcel
- Maximum of 35 non-owner occupied STRs across all residential zones within the City, with exceptions for STRs approved within PUDs or multi-unit developments meeting certain standards (primarily tied to proximity to tourism areas)
- Permits only valid for one year and tied to specific property owner (not tied to property itself)
- Inspection required for permit to verify certain health/safety standards
- Local representative/contact required
- Infraction-based enforcement policy

*City of McCall Key Provisions:*

- Permit/business license required, tied to LOT permit to ensure collection of LOT
- Conditional use permit approach for any STR with occupancy of 20+ guests. CUP addresses factors such as parking, access, noise, neighborhood impacts, and health and safety
- Room occupancy limits on all STRs

- Noise and health/safety requirements, including posting of such on premises
- Identification and provision of contact information for a property manager

Sustainability Impact

No direct impact.

Financial Impact

Staff has recommended a fee structure to properly recapture administrative costs associated with the program.

Attachments

1. Ordinance #1230



**CITY OF KETCHUM  
ORDINANCE 1230**

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, ADDING A NEW CHAPTER 9 OF TITLE 5 OF KETCHUM MUNICIPAL CODE ENTITLED SHORT-TERM RENTAL PERMITS; PROVIDING A PURPOSE; DEFINING KEY TERMS; ESTABLISHING PERMIT REQUIREMENTS TO OPERATE A SHORT-TERM RENTAL; CREATING STANDARDS TO OBTAIN A SHORT-TERM RENTAL PERMIT; PROVIDING FOR VIOLATIONS, AND ENFORCEMENT; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**Recitals:**

- A. The City is authorized to exercise its powers to “maintain the peace, good environment and welfare.” Idaho Code §§50-301 and 50-302(a).
- B. The City is authorized to “implement such reasonable regulations as it deems necessary to safeguard the public health, safety and general welfare in order to protect the integrity of residential neighborhoods in which short-term rentals or vacation rentals operate.” Idaho Code §67-6539.
- C. The significant growth of short-term rentals within the City has created a need for reasonable regulations so as to protect the health, safety, and welfare of short-term rental guests, as well as neighboring property and the public.
- D. A permitting system provides a reasonable regulatory approach to seek to balance the operation of short-term rentals with the health, safety, and welfare impacts upon guests, neighbors, and the public.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Ketchum, Blaine County, Idaho:

**SECTION 1:** That a new Chapter 5.09 of Title 5 of the Ketchum City Code is created to read as follows:

Chapter 5.09  
SHORT-TERM RENTAL PERMITS

- 5.09.010: Purpose
- 5.09.020: Definitions
- 5.09.030: Permit Required
- 5.09.040: Permit Standards
- 5.09.050: Violations and Enforcement

**5.09.010: Purpose:** Short-term rentals provide additional tourism opportunities and economic impacts, but also increased impacts on guests, neighbors, and the public. The purpose of this chapter is to provide the City with reasonable regulatory procedures to protect the health, safety and welfare of short-term rental guests, neighboring residents, and the public. These regulations are further intended to protect the integrity of neighborhoods in which short-term rentals operate.

**5.09.020: Definitions:**

**LOCAL REPRESENTATIVE:** An area property manager, owner, resident, or agent who is readily available to respond to guest and neighborhood or City questions or concerns.

**RESIDENT:** The person or entity that holds legal and/or equitable title (Owner) or lease rights (Renter) to the private property.

**RESIDENT-OCCUPIED:** Where the Resident of a dwelling unit resides on the parcel for a minimum of six (6) months out of a calendar year. Homeowner-occupied tax-exempt status may be considered to be proof of resident-occupied status for the purposes of this chapter. A lease with a minimum term of six months, or affidavit of such lease, signed by Owner and Renter is considered proof of Resident-Occupied status with a renter under this definition.

**SALE/TRANSFER:** Any change of Resident, whether for consideration or not, during the term of the permit.

**SHORT-TERM RENTAL (STR):** Any individually or collectively owned single-family house or dwelling unit or any unit or group of units in a condominium, cooperative or timeshare, or Resident-occupied residential home that is offered for a fee and for thirty (30) days or less.<sup>1</sup>

**5.09.030: Permit Required.**

- A. Permit Required: No person shall operate or manage, or offer or negotiate to use, lease or rent a dwelling unit for Short-Term Rental occupancy within the City without first obtaining and maintaining a Short-Term Rental (STR) Permit.
- B. Permit Application: The City shall prepare and make available an application form for a STR Permit reflecting appropriate information, standards compliance, and fee as may be established in the City’s fee schedule.
- C. Permit Term: A STR Permit shall be valid for a period of one year from issuance and may be annually renewed. A permit shall expire upon end of its one-year term or upon a sale/transfer of the property.
- D. Permit Applicability: A permit shall be applicable to the designated dwelling unit to be used as a STR. The permit shall be issued to and in the name of the Resident; and a change in Resident, such as by sale/transfer, shall require a new permit. If the proposed Permittee is a Renter, then consent of the Owner must be provided.
- E. Compliance Responsibility: A Permittee may act through an agent or property manager, but the Permittee shall remain responsible for compliance with these provisions.
- F. Occupancy Tax: STRs must comply with the requirements of Ketchum Municipal Code 3.12.030, Imposition and Rate of Certain Nonproperty Sales Taxes.
- G. Existing STRs: Short-Term Rentals in existence prior to the effective date of this ordinance shall be provided a grace period of ninety (90) days in which to obtain a permit according to the standards of this chapter.
- H. Residential Zones: Within residential zones, Short-Term Rentals shall have a minimum two (2) night stay and shall be limited to one Short-Term Rental per parcel.

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<sup>1</sup> IC 63-1803(4).

- I. STRs are not permitted in Light Industrial (LI) zones. STRs are limited and restricted in the same manner as any other rental in the Avalanche Zone District per Ketchum Municipal Code 17.92.010.

**5.09.040: Permit Standards.**

- A. Declaration of Compliance. At the time of application for a new or renewal Short-Term Rental permit, the applicant shall submit an affidavit affirming compliance with City standards along with completing a City provided self-inspection checklist.
- B. Inspection. The City may require an inspection to verify compliance with standards upon application, upon complaint of non-compliance, or in relation to other permit enforcement action.
- C. Minimum Standards. The minimum standards required for all Short-Term Rental dwelling units, are set forth below. These standards are intended to protect that the use of a dwelling unit as a STR does not generally have greater impacts than would be created by long term occupancy of the dwelling unit. The City retains the ability to add to requirements as necessary, as will be stated on the permit application, to provide for the health, safety, and general welfare of the community and for STR guests.
  1. Windows. Bedroom windows shall be operable to allow for emergency egress in accordance with the most recent building and fire codes as adopted and amended by the City.
  2. Smoke Alarms. Single or multiple-station smoke alarms shall be installed and maintained in accordance with manufacturers specification and an approved Fire Safety Plan.
  3. Carbon Monoxide Detectors: A CO detector is required on each floor if there is a garage, solid fuel appliance, or gas appliance, and as otherwise required in an approved Fire Safety Plan.
  4. Fire Extinguishers: One 2A:10BC type fire extinguisher shall be equipped per floor, and as otherwise required in an approved Fire Safety Plan. Fire extinguisher(s) shall be mounted in visible locations with the tops of the fire extinguishers mounted between three feet (3') and five feet (5') above the floor, and to be accessible to occupants at all times.
  5. Parking. Improved surface areas on the site shall be the minimum necessary to provide adequate parking for the occupancy.
  6. Access. The access and ingress to the site shall maintain safe conditions for pedestrians and vehicles and shall be adequately sized and designed so that access to other properties is not impacted or unsafe conditions on public streets created.
  7. Noise. Loud music, outdoor activities or any other source of noise that can be heard beyond the perimeter of the STR premises shall not be generated during the hours of 10:00 p.m. to 8:00 a.m. the following day.
  8. Exterior Changes: No exterior changes shall be made to the structures or site conditions that would eliminate its appearance or use as a dwelling unit for long term residency.

- D. Local Representative. Each STR shall designate and list a local representative who resides within twenty (20) vehicular miles of the city limits.
1. The local representative must be able to be responsive in a timely manner to City attempts to contact and address concerns. If the City is not able to contact the local representative in a timely manner more than twice during the term of the permit, this shall be considered a violation of this chapter.
  2. The permit holder may change the designated local representative by filing an application amendment with the City. Failure to notify the City of a change in local representative will constitute a violation of this chapter.
  3. As a condition of permit, the City may require that property owners and/or residents within two hundred feet (200') of the dwelling be provided with the name and telephone number of the owner or the local representative. The permit holder shall provide documentation to the City of this notification and list of the owners and/or residents contacted.
- E. Permit Posting. The STR Permit shall be posted within the dwelling unit adjacent to the front door. At a minimum, the permit will contain the following information:
1. The name of the local representative and a telephone number where the representative may be reached;
  2. The name of the Permittee and a telephone number where the Permittee may be reached;
  3. The telephone number and website address of the City of Ketchum;
  4. The maximum number of occupants permitted to stay in the dwelling unit;
  5. The solid waste and recycling collection day;
  6. City snowplowing and parking regulations.
- F. Fire Safety Plan. An applicant must submit a Fire Safety Plan, which must be reviewed and approved by the Fire Department as part of the Permit. The Fire Safety Plan must be posted on site with the Permit.
- G. High Occupancy STR Permit. A STR permit with a proposed occupancy of 20 or more guests shall require a conditional use permit that complies with the general standards and findings for approval of a conditional use permit as set forth in Title 17 and the standards for all Short-Term Rentals set forth in this Chapter. A High Occupancy STR permit shall have additional on-site permit posting requirements to further notify guests of the applicable conditions of approval that may be imposed in the conditional use permit process.

**5.09.050: Violations and Enforcement:**

The following conduct shall constitute a violation for which the penalties and sanctions specified in this section may be imposed:

- A. Violations:
- a. The occupants of the dwelling have created noise, disturbances, or nuisances, in violation of City Code.

- b. Violations of law pertaining to the consumption of alcohol or the use of illegal drugs.
  - c. The Permittee or local representative has failed to comply with the standards and/or requirements of this chapter.
- B. Penalties:
- a. For the first two (2) violations within a twelve (12) month period, the sanction shall be a warning notice.
  - b. For the third violation within a twelve (12) month period, the sanction shall be a revocation of the permit.
  - c. Additional penalties as may be provided for by the specific violation in other sections of City Code shall remain applicable.
  - d. These penalties are within the enforcement discretion of the City and may be relaxed or heightened depending upon specific circumstances.
- C. Written Notice: The City shall provide the permit holder with a written notice of any violation of this section that has occurred. If applicable, a copy of the warning notice shall be sent to the local representative.
- D. Appeal of Suspension or Revocation: Pursuant to this section, the City shall provide the permit holder with a written notice of the permit suspension or revocation and the reasons. The permit holder may appeal the suspension or revocation under the same process as an administrative appeal under Ketchum Municipal Code 17.144.
- E. Application for Permit After Revocation: A Permittee who has had a STR Permit revoked shall not be permitted to apply for a subsequent STR Permit for the same dwelling unit for a period of one year from the date of revocation.
- F. Infraction: Unless otherwise provided, any person who shall commence or continue to operate a Short-Term Rental for which a permit is required without first procuring the permit shall be deemed guilty of an infraction and subject to a fine of one hundred dollars (\$100.00). A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.
- G. Advertisement of Short-Term Rental: An advertisement or communication promoting the availability of a STR property in violation of this Code is prima facie evidence of a violation and may be grounds for further enforcement.

**SECTION 3: REPEALER.** All previous ordinances, resolutions, orders, or parts thereof, that are in conflict herewith are hereby repealed.

**SECTION 4: SAVINGS AND SEVERABILITY.** It is hereby declared to be the legislative intent that the provisions and parts of this ordinance shall be severable. If any paragraph, part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid for any reason by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

**SECTION 5: EFFECTIVE DATE.** This ordinance shall be in full force and effect after its passage, approval and publication, according to law.

PASSED BY THE CITY COUNCIL of Ketchum, Idaho this \_\_\_\_ day of \_\_\_\_\_ 2021.

APPROVED BY THE MAYOR of Ketchum, Idaho this \_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Neil Bradshaw, Mayor

**ATTEST:**

\_\_\_\_\_  
Tara Fenwick, City Clerk



City of Ketchum  
Planning & Building

January 3, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to conduct a public hearing and conduct third reading of Ordinance 1231**

Recommendation and Summary

Staff recommends the City Council conduct a public hearing and conduct the third reading of Ordinance 1231, the permanent ordinance for historic preservation and amendments to the preapplication design review process.

Reason for Recommendation:

- The interim Historic Preservation Ordinance expires on January 15, 2022 and a permanent ordinance must be in effect by January 15<sup>th</sup>.
- The Planning and Zoning Commission (the "Commission") and the Historic Preservation Commission (the "HPC") reviewed the draft documents and recommend city council approval of the proposed ordinance.
- The City Council conducted a workshop on November 29, 2021, providing direction to staff to prepare the ordinance for public hearing review and schedule a joint workshop with City Council, the Planning and Zoning Commission, and the public for January 2022.
- The Council has separated adoption of the Historic Preservation Ordinance from Proposed Design Guidelines. The Design Guidelines are not connected to the Historic Preservation Ordinance.
- The City Council held first reading of the Ordinance 1231 on December 13, 2021, and second reading on December 20, 2021.

This is the third reading of Ordinance 1231. If approved, the summary would be published in the Idaho Mountain Express on January 12, 2022, ahead of the January 15, 2022, expiration of the permanent ordinance. The proposed ordinance can be found as Attachment A to this staff report.

During the December 20, 2021, hearing, the City Council had a discussion as to the necessity of the demolition requirement for buildings over 50 years old that are not on the Historic Building/Site List. City Council directed staff to revise the proposed ordinance to allow for

issuance of the demolition permit at the time a complete building permit application is submitted to the city for the replacement project instead of issuance of the building permit.

### Introduction and Background

The project introduction and background were included, in detail, in the staff report and attachments for the November 29, 2021, work session with City Council. That package of information can be found here:

- [Work Session – November 29, 2021 – Staff Report and Attachments](#)

Additional information can be found in the packets for the first and second readings of the ordinance here:

- [First Reading – December 13, 2021 – Staff Report and Attachments](#)
- [Second Reading – December 20, 2021 – Staff Report and Attachments](#)

### Analysis

Per direction from the City Council, Section 17.20.010 B – *Applicability* has been revised to read as follows:

- B. *Applicability*: The regulations and procedures set forth in this ordinance shall apply to each and every structure listed on the adopted Historic Building/Site List. All other buildings over 50 years of age shall follow the process for demolition of buildings per Ketchum Municipal Code Section 15.16.040, except that no demolition permit shall be issued for any structure over 50 years old until a complete building permit application for a replacement project on the property and required fees have been accepted by the City.

Staff has updated the approval date of the ordinance on the last page (page 10). No other revisions have been made to the ordinance.

### Sustainability

The approval of Ordinance 1231 does not inhibit the City's ability to achieve the goals of the 2020 Ketchum Sustainability Action Plan.

### Financial Impact

No financial resources outside of the contract agreement with Logan Simpson approved in March 2021 are necessary for Ordinance 1231.

### Attachments

- A. Ordinance 1231



**ORDINANCE NUMBER 1231**

**AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, REPEALING AND REPLACING CHAPTER 4.08 OF THE KETCHUM MUNICIPAL CODE, HISTORICAL PRESERVATION COMMISSION; ADDITION OF CHAPTER 17.20, HISTORIC PRESERVATION, TO TITLE 17 ZONING REGULATIONS OF THE KETCHUM MUNICIPAL CODE; AMENDING TITLE 17 ZONING REGULATIONS OF THE KETCHUM MUNICIPAL CODE BY AMENDING SECTION 17.96.010.C – PREAPPLICATION DESIGN REVIEW; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the 2014 Comprehensive Plan identifies community character preservation as one of the community’s ten core values; and

WHEREAS, Policy CD-1.2 of the Comprehensive Plan states, “Individual buildings and sites of historical, architectural, archaeological, or cultural significance should be identified and considered for protection. The City should encourage the private sector to preserve and rehabilitate buildings and sites through local landmark designations, public improvements, guidelines, and other tools.”; and

WHEREAS, on October 15, 2020, the City Council of the City of Ketchum adopted Ordinance No. 1213, as an emergency ordinance to stay the processing of new demolition permit applications in the Community Core from October 15, 2020 through January 17, 2021 for purposes of historic preservation; and

WHEREAS, Idaho Code 67-6524 provides for the City to adopt an interim ordinance and permit restrictions, effective up to one (1) year, during the pendency of preparation and adoption of a permanent ordinance; and

WHEREAS, on January 15, 2021, the City adopted Ordinance No. 1216, as an interim ordinance to establish a list of historic buildings and sites within the City of Ketchum, establishing review standards for demolition or alteration of historic structures, establishing minimum maintenance requirements for historic structures, providing remedies for dangerous buildings, and providing enforcement standards from January 15, 2021 through January 15, 2022, for purposes of historic preservation; and

WHEREAS, the City of Ketchum (“City”) conducted numerous public focus group meetings and two online questionnaires seeking discussion on potential options for historic preservation in the Community Core; and

WHEREAS, the City has established a Historic Preservation Commission per Chapter 4.08 of the Ketchum Municipal Code; and

WHEREAS, the City updated the 2005 Archaeological and Historic Survey Report and determined 26 structures to be of historic significance in the Community Core that were included in the Interim Ordinance, and

WHEREAS, the Historic Preservation Commission adopted a set of criteria for the listing of Historic Buildings and Sites within the City of Ketchum on July 7, 2021; and

WHEREAS, the Historic Preservation Commission further refined the list of historic structures identified in the interim ordinance based on the adopted criteria and adopted a revised Historic Building/Site List on August 19, 2021 identifying 24 structures; and

WHEREAS, Chapter 46 of Title 67 of Idaho Code broadly provides for a municipality to seek to preserve historical, archaeological, architectural, and cultural heritage through a comprehensive program of historic preservation; see Idaho Code 67-4601; and

WHEREAS, Idaho Code 67-4612 authorizes the City to provide for historic preservation by ordinance and special restrictions; and

WHEREAS, the City has an established Design Review process per Chapter 17.96 of the Ketchum Municipal Code, including requirements for Preapplication Design Review; and

WHEREAS, the City conducted numerous online surveys, a community open house, and stakeholder interviews to seek feedback on the integration of historic structures with new development in the Community Core and ways to streamline the Design Review process; and

WHEREAS, the City Planning and Zoning Commission (the “Commission”) held a public hearing on October 26, 2021 and November 16, 2021 to review the proposed permanent ordinance for historic preservation and amendments to the Design Review process and recommended approval to the City Council; and

WHEREAS, the City Council, having considered the recommendation from the Planning and Zoning Commission, and any comments from the public during a public hearing on December 13, 2021, determined that it is in the best interest of the public to adopt the proposed amendments.

**NOW, THEREFORE, BE IT ORDAINED, by the Mayor and the City Council of the City of Ketchum, Idaho:**

**Section 1. REPEAL AND REPLACE OF CHAPTER 4.08, HISTORICAL PRESERVATION COMMISSION:**

**Chapter 4.08 - Historic Preservation Commission**

**4.08.010 Purpose.**

The purpose of this Chapter is to define the composition, duties, and responsibilities of the City of Ketchum Historic Preservation Commission.

**4.08.020 Definitions.**

The following words and phrases, when used in this chapter, shall have, unless the context clearly indicates otherwise, the following meanings:

City: The City of Ketchum, Idaho.

Historic Building/Site List: The list of buildings and sites deemed to be historically significant as adopted by resolution by the HPC.

Historic preservation: The research, documentation, protection, restoration and rehabilitation of buildings, structures, objects, districts, areas and sites significant in the history, architecture, archaeology or culture of this state, its communities or the nation.

Historic property: Any building, structure, area or site that is significant in the history, architecture, archaeology or culture of this community, the state, or the nation.

HPC: The Historic Preservation Commission of the City of Ketchum, Idaho.

#### **4.08.030 Created; appointments.**

- A. There is created an HPC which shall consist of five (5) members comprised of a maximum of three (3) and a minimum of one (1) member of the Planning and Zoning Commission and a maximum of four (4) and a minimum of two (2) members of the community who shall be appointed by the Mayor with the advice and consent of the Council.
- B. All members of the HPC shall have a demonstrated interest, competence or knowledge in history or historic preservation. The Council shall endeavor to appoint community members with professional training or experience in the disciplines of architecture, history, architectural history, urban planning, archaeology, engineering, law, or other historic preservation related disciplines.
- C. Initial appointments to the HPC shall be made as follows: two two-year terms, and three three-year terms. All subsequent appointments shall be made for three-year terms. HPC members may be reappointed to serve additional terms. Vacancies shall be filled in the same manner as original appointments, and the appointee shall serve for the remainder of the unexpired term.
- D. The members of the HPC may be reimbursed by the City for expenses incurred in connection with their duties and for meetings, subject to a resolution adopted by the City Council.

#### **4.08.040 Organization, officers, rules, meetings.**

- A. The HPC shall have the power to make whatever rules are necessary for the execution of its duties as set forth in this chapter. Rules of procedure and bylaws adopted by the HPC shall be available for public inspection.
- B. The HPC shall elect officers from among the HPC members. The chairperson shall preside at meetings of the HPC. The vice chairperson shall, in the absence of the chairperson, perform the duties of the chairperson.
- C. All meetings of the HPC shall be open to the public and follow the requirements of Idaho's open meeting laws. The HPC shall keep minutes and other appropriate written records of its resolutions, proceedings and actions.
- D. The HPC may recommend to the Council, within the limits of its funding, the employment of or the contracting with other parties for the services of technical experts or other persons as it deems necessary to carry on the functions of the HPC.

#### **4.08.050 Powers, duties and responsibilities.**

The HPC shall be advisory to the Council and shall be authorized to:

- A. Conduct a survey of local historic properties;
- B. Recommend the acquisition of fee and lesser interests in historic properties, including adjacent or associated lands, by purchase, bequests or donation;
- C. Recommend methods and procedures necessary to preserve, restore, maintain and operate historic properties under the ownership or control of the City;
- D. Recommend the lease, sale, other transfer or disposition of historic properties subject to rights of public access and other covenants and in a manner that will preserve the property;
- E. Contract, with the approval of the Council, with the state or federal government, or any agency of either, or with any other organization;
- F. Cooperate with the federal, state and local governments in the pursuance of the objectives of historic preservation;
- G. Make recommendations in the planning processes undertaken by the county, the City, the state or the federal government and the agencies of these entities;
- H. Recommend ordinances and otherwise provide information for the purposes of historic preservation in the City;
- I. Promote and conduct an educational and interpretive program on historic preservation and historic properties in the City;
- J. HPC members, employees or agents of the HPC may enter private property, buildings or structures in the performance of their official duties only with the express consent of the owner or occupant;
- K. Review nominations of properties to the National Register of Historic Places for properties within the City's jurisdiction;
- L. Establish and maintain the Historic Building/Site list;
- M. Review and make decisions on Demolition and Alteration applications.

#### **4.08.060 Special restrictions.**

Under the provisions of Idaho Code section 57-4612, the City of Ketchum, Idaho, may provide by ordinances, special conditions or restrictions for the protection, enhancement and preservation of historic properties.

### **Section 2. ADDITION OF CHAPTER 17.20, HISTORIC PRESERVATION, TO TITLE 17 ZONING REGULATIONS**

#### **17.20.010 - General Provisions**

- A. The purpose of this chapter is to promote the educational, cultural, economic and general welfare of the public of the City of Ketchum through the identification,

evaluation, designation and protection of buildings, sites, areas, structures and objects which reflect significant elements of the City's, the state's, and the nation's historic, architectural, archaeological and cultural heritage.

- B. *Applicability:* The regulations and procedures set forth in this ordinance shall apply to each and every structure listed on the adopted Historic Building/Site List. All other buildings over 50 years of age shall follow the process for demolition of buildings per Ketchum Municipal Code Section 15.16.040, except that no demolition permit shall be issued for any structure over 50 years old until a complete building permit application for a replacement project on the property and required fees have been accepted by the City.
  - 1. Except as provided in Section 17.20.040, Remediating of Dangerous Building Conditions, no person shall make, or otherwise cause to be made, any demolition or alterations to structures on the Historic Building/Site List without approval by the Historic Preservation Commission (HPC) through the Demolition or Alteration application process described in Section 17.20.030. The following types of modifications require HPC review:
    - a. Partial or total demolition of any portion of the structure; or
    - b. Exterior alterations, including windows or siding replacement, or
    - c. Additions to any structure.
- C. *Exceptions:* This ordinance shall not apply to dangerous building conditions that would imperil the health or safety of the public as determined by the Building Official and the Director of Planning and Building.

#### **17.20.020 - Historic Building/Site List**

- A. The Historic Building/Site List shall be established and maintained by the HPC.
- B. The HPC shall have the authority to add or remove structures from the Historic Building/Site List using the criteria below to determine if a structure should be added or removed from the Historic Building/Site List.
- C. Buildings or sites shall meet Criteria 1 and 2 and shall meet one or more of the Criteria listed in 3.
  - 1. Historic buildings must be at least fifty (50) years old. A historic building may be exempt from the age standard if it is found to be exceptionally important in other significant criteria.
  - 2. All buildings and sites must retain their physical integrity as determined by the following criteria. However, a site need not meet all of the following criteria:
    - a. Shows character, interest, or value as part of the development, heritage or cultural characteristics of Ketchum, the region, state, or nation;
    - b. Retains a significant amount of the original design features, materials, character or feeling of the past;

- c. Is in the original location or same historic context after having been moved;
  - d. Has been accurately reconstructed or restored based on documentation.
3. Historic buildings or sites shall meet one or more of the following criteria:
- a. *Architectural criteria.*
    - i. Exemplifies specific elements of a recognized architectural style or period or a style particularly associated with Ketchum neighborhoods;
    - ii. Example of the work of an architect or builder who is recognized for expertise nationally, state-wide, regionally, or locally;
    - iii. Demonstrates superior craftsmanship or high artistic value;
    - iv. Represents an innovation in construction, materials or design;
    - v. Pattern or grouping of elements that enhance the identity of the community;
    - vi. Significant historic remodel contributing to Ketchum’s identity.
  - b. *Social/historic criteria.*
    - i. Site of historic event;
    - ii. Exemplifies cultural, political, ethnic, economic, or social heritage of the community through the built environment or with people associated with an era of history;
    - iii. Associated with a notable person or the work of a notable person;
    - iv. Is valued by the Ketchum community as an established or familiar visual or cultural feature due to its architectural history, siting, massing, scale, cultural characteristics, or heritage such that its removal would be irreparable loss to the setting.
  - c. *Geographic/Natural Features.*
    - i. Enhances sense of identity of the community;
    - ii. Is an established and familiar natural setting or visual feature of the community.

D. All structures on the Historic Building/Site List shall be maintained to meet the requirements of the International Property Maintenance Code and/or the International Existing Building Code, as adopted and amended by the City. The owner of such structure(s) shall also keep in good repair all structural elements thereof which, if not so maintained, may cause, or tend to cause the exterior portions of such structure to deteriorate, decay or become damaged or otherwise to fall into a state of disrepair which would have an adverse effect upon such designated structures.

**17.20.030 - Demolition or Alteration Request Process:**

A. An applicant seeking to demolish or make any alterations to structures on the Historic Building/Site List shall file a Request for Demolition or Alteration application with the Planning and Building Department. The application shall be processed as set forth in KMC Chapter 17.96., Design Review. This process may run concurrent with applications for

#### Design Review.

- B. Upon receipt of a complete Request for Demolition or Alteration application and fee, as determined by the Zoning Administrator, the application shall be scheduled for a public hearing before the HPC within 60 days of the application being deemed complete. Notice shall be provided in accordance with KMC Section 17.116.040 C, D, and E.
- C. Following the public hearing, the HPC may approve, deny, or approve with conditions the Request for Demolition or Alteration. The HPC will review the application using the criteria below to determine if the proposed demolition or alteration of the structure may proceed.
  - 1. Is the structure of historic or architectural value or significance and does it contribute to the historic significance of the property within the Community Core.
  - 2. Would the loss, alteration of, or addition to, the structure adversely affect the historic integrity of the structure, impact the significance of the structure within the Community Core, impact the architectural or aesthetic relationship to adjacent properties, or conflict with the Comprehensive Plan.
  - 3. Does the structure retain the requisite integrity to convey its historic and/or architectural significance.
  - 4. Does the proposed demolition or alteration adversely affect the historic significance or architectural distinction of the structure or the Community Core.
- D. Appropriate alterations might include but are not limited to:
  - 1. Changes to the building's interior that are not visible from a public street, alley, park, or other public place;
  - 2. Changes to internal building systems that will not adversely affect the external appearance of the building;
  - 3. The erection or removal of temporary improvements.
  - 4. Adaptive reuse consistent with the Secretary of the Interior's Standards for Rehabilitation and Idaho Code Title 67-4618.
- E. The HPC shall consider the unique circumstances of each proposed demolition or alteration. Approval of each individual Demolition or Alteration application is unique to that property and does not constitute a precedent for other properties.
- F. The decision of the HPC on a Demolition or Alteration application may be appealed to the City Council by the applicant or affected party pursuant to the appeal provisions contained in Ketchum Municipal Code Section 17.144, Appeals of the Planning and Zoning Commission Decisions.

#### **17.20.040 - Remediating of Dangerous Building Conditions**

- A. If the Building Official finds a historic structure constitutes dangerous building conditions that would imperil the health or safety of the public, it shall first be determined by the Building Official if the structure is capable of being made safe by repairs in which said repairs shall be made by the owner of the structure.

- B. If the Building Official finds the structure is not capable of being made safe by repairs, then the Building Official may order the structure to be demolished.
- C. Nothing contained herein shall be construed as making it unlawful for any person to comply with the Building Official's authority as stated in this section.

**17.20.050 - Enforcement and Maintenance**

- A. If any alteration is made without approval of a Demolition or Alteration application, the City may issue a stop work order for all construction activity, withhold inspections and final approvals, withhold approval of additional City permits, and take any other available action, or any combination of the aforementioned, until the applicant has applied for and received approval for the alteration. If the alteration is not approved, the property owner shall restore the structure to its original condition prior to any alteration occurring.
- B. Except as provided in Section 6, Remedying of Dangerous Building Conditions, no permit shall be issued authorizing any alteration to a structure listed on the Historic Building/Site List until the HPC approves the Request for Demolition or Alteration application. If the approval or denial of the application is administratively appealed, no further development permits shall be approved for the property until the City Council has made a final decision on the administrative appeal.  
Normal repair and maintenance of structures on the Historic Building/Site List is permitted. Nothing in this Section shall be construed to prohibit the alteration of any structure necessary as a part of normal repair and maintenance when such alteration will not change the exterior appearance or materials or the interior support structure of the building, including the character or appearance of the land itself.

**17.20.060 – Relief from Regulations**

- A. The relief from regulations within the City of Ketchum Code of Ordinances is applicable to properties on the Historic Building/Site List to ease the burden of preserving buildings.
- B. Relief from Building Code requirements of Title 15 of the City of Ketchum Code of Ordinances.
  - 1. The Building Official has the authority to consider alternative options for historic buildings to comply with building code so long as they do not compromise health and safety.
- C. Relief from Off Street Parking and Loading requirements of Chapter 17.125 of the City of Ketchum Code of Ordinances.
  - 1. Where additions or alterations to an historic building are proposed, the



square footage of the existing historic building shall not be counted toward the minimum parking requirement for the proposed project regardless of use.

2. No additional parking relief is provided for projects that include full demolition of historic buildings.
3. When projects include partial demolition of historic buildings, the square footage of the historic building that remains shall not be counted toward the minimum parking requirement for the proposed project regardless of use.

D. Relief from Nonconforming Building Requirements of Chapter 17.136 of the City of Ketchum Code of Ordinances.

1. Properties are allowed to increase existing nonconformities on expansions by matching existing setbacks, height, and other dimensional standards.
2. Properties are exempted from the limitation on and expanding nonconforming buildings.

**Section 3. AMENDMENT TO SECTION 17.96.010.C, PREAPPLICATION DESIGN REVIEW:**

**17.96.010.C – Preapplication Design Review**

1. Preapplication review is required for all new non-residential and multi-family residential developments with four (4) or more stories and all new developments on a lot or lots totaling 11,000 square feet. Applicants of projects exempt from Preapplication Design Review may request a Preapplication Design Review at their discretion. ~~new nonresidential construction and all multi-family developments of five or more units.~~
2. The purpose of preapplication review is to allow the Commission to exchange ideas and give direction to the applicant on the "design concept", keeping in mind the purpose of this chapter and the application of the evaluation standards.
3. Preapplication review materials shall be submitted according to the application requirements of section 17.96.040 of this chapter.
4. The Commission may require a model of the project or computer simulation renderings showing the proposal from one or more key vantage points for presentation at regular design review meetings in order to assist in the understanding of the project. Models and computer renderings must include surrounding properties in sufficient detail for the proposal to be viewed in context.
5. The Administrator may waive the requirement for preapplication review if the project is found to have no significant impact.

**Section 4. SAVINGS AND SEVERABILITY CLAUSE:** It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

**Section 5. REPEALER CLAUSE:** All City of Ketchum Ordinances or resolutions or parts thereof which are in conflict herewith are hereby repealed.

**Section 6. PUBLICATION:** This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as Exhibit "A" shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

**Section 7. EFFECTIVE DATE:** This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, and approved by the Mayor this 3rd Day of January 2022.**

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Neil Bradshaw, Mayor

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Attest: Tara Fenwick, City Clerk

**EXHIBIT A: PUBLICATION SUMMARY**

**ORDINANCE NO. 1231**

**AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, REPEALING AND REPLACING CHAPTER 4.08 OF THE KETCHUM MUNICIPAL CODE, HISTORICAL PRESERVATION COMMISSION; ADDITION OF CHAPTER 17.20, HISTORIC PRESERVATION, TO TITLE 17 ZONING REGULATIONS OF THE KETCHUM MUNICIPAL CODE; AMENDING TITLE 17 ZONING REGULATIONS OF THE KETCHUM MUNICIPAL CODE BY AMENDING SECTION 17.96.010.C – PREAPPLICATION DESIGN REVIEW; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.**

A summary of the principal provisions of Ordinance No. 1231 of the City of Ketchum, Blaine County, Idaho, adopted on \_\_\_\_\_ 2022, is as follows:

- SECTION 1.** Repeals and replaces Chapter 4.08 – Historic Preservation Ordinance, which includes creation, composition, organization, and duties and responsibilities of the Historic Preservation Commission.
  
- SECTION 2.** Addition of Chapter 17.20 – Historic Preservation to Title 17 Zoning Regulations of the Ketchum Municipal Code which includes applicability, process and criteria for designation of historic buildings and sites, process and criteria for demolition or alteration of historic buildings, provisions for dangerous buildings, maintenance of historic buildings, enforcement provisions, and relief from regulations for historic buildings.
  
- SECTION 3.** Amendment of Section 17.96.010.C – Preapplication Design Review of Title 17 Zoning regulations to exempt certain application types from preapplication design review process.
  
- SECTION 4.** Provides a savings and severability clause.
  
- SECTION 5.** Provides a repealer clause.
  
- SECTION 6.** Provides for publication of this Ordinance by Summary.
  
- SECTION 7.** Establishes an effective date.

The full text of this Ordinance is available at the City Clerk’s Office, Ketchum City Hall, 191 5<sup>th</sup> Street West, Ketchum, Idaho 83340 and will be provided to any citizen upon personal request during normal office hours.

ATTEST:

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Tara Fenwick, City Clerk

APPROVED:

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Neil Bradshaw, Mayor

# Certificate of Election

City of Ketchum, State of Idaho

THIS IS TO CERTIFY, that at a General Election held in the City of Ketchum, County of Blaine, State of Idaho, on November 2, 2021, Neil Bradshaw was duly elected to the office of Mayor for the City of Ketchum for a term of 4 years, beginning January 3, 2022.



IN WITNESS WHEREOF, this certificate has been signed by the Mayor and Clerk of the City of Ketchum, and its corporate seal has been hereto affixed on January 3, 2022.

Attest: [Signature]  
Clerk

[Signature]  
Mayor

# Certificate of Election

City of Ketchum, State of Idaho

THIS IS TO CERTIFY, that at a General Election held in the City of Ketchum, County of Blaine, State of Idaho, on November 2, 2021, Courtney Hamilton was duly elected to the office of Council Member for the City of Ketchum for a term of 4 years, beginning January 3, 2022.



IN WITNESS WHEREOF, this certificate has been signed by the Mayor and Clerk of the City of Ketchum, and its corporate seal has been hereto affixed on January 3, 2022.

Attest: [Signature]  
Clerk

[Signature]  
Mayor

# Certificate of Election

City of Ketchum, State of Idaho

THIS IS TO CERTIFY, that at a General Election held in the City of Ketchum, County of Blaine, State of Idaho, on November 2, 2021, Amanda Breen was duly elected to the office of Council Member for the City of Ketchum for a term of 4 years, beginning January 3, 2022.



IN WITNESS WHEREOF, this certificate has been signed by the Mayor and Clerk of the City of Ketchum, and its corporate seal has been hereto affixed on January 3, 2022.

Attest: [Signature]  
Clerk

[Signature]  
Mayor