



**CITY OF KETCHUM, IDAHO**

**CITY COUNCIL MEETING**

Tuesday, February 21, 2023, 4:00 PM  
191 5th Street West, Ketchum, Idaho 83340

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**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/84603665041>  
Webinar ID: 846 0366 5041
2. Address the Council in person at City Hall.
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:** Pursuant to Idaho Code Section 74-204(4), all agenda items are action items, and a vote may be taken on these items.

**COMMUNICATIONS FROM MAYOR AND COUNCILORS:**

1. Public comments submitted

**CONSENT AGENDA:**

*City 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.*

2. Recommendation to approve minutes of February 6, 2023 – City Clerk Trent Donat
3. Recommendation to receive and file monthly Treasurer’s financial reports – Treasurer Shellie Gallagher
4. Authorization and approval of the payroll register – Treasurer Shellie Gallagher
5. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills - Treasurer Shellie Gallagher

- [6.](#) Recommendation to approve Right-of-Way Encroachment Agreement 22826 for the placement of driveway pavers in the public right-of-way at 230 Picabo Street – Associate Planner Adam Crutcher
- [7.](#) Recommendation to Approve Right-of-Way Encroachment Agreement 22829 for the placement of a paver driveway in the public right-of-way adjacent to 110 Belmont Drive – City Engineer Robyn Mattison
- [8.](#) Recommendation to review and approve the formation of the Technical Advisory Group and its members – Director of Planning & Building Morgan Landers
- [9.](#) Recommendation to renew Contract 23059 for Graphic Design and Social Media Management Services – Public Affairs & Administrative Services Manager Lisa Enourato
- [10.](#) Recommendation to approve contract for rugs, uniforms, and cleaning supplies with CINTAS – City Clerk & Business Manager Trent Donat
- [11.](#) Recommendation to approve contract for services with Blaine County Housing Authority – City Administrator Jade Riley
- [12.](#) Recommendation to approve contract for services with Blaine County for housing coordination – City Administrator Jade Riley
- [13.](#) Recommendation to approve the transfer of ownership of the Lift Tower Lodge to the City of Ketchum with a deed covenant – City Administrator Jade Riley
- [14.](#) Recommendation to approve the purchase of new vehicle for Water Utilities Department – Water Utilities Supervisor Giovanni Tognoni
- [15.](#) Recommendation to adopt Resolution 23-003 to re-appoint Casey Dove to the Ketchum Urban Renewal Agency - Mayor Neil Bradshaw

**PUBLIC HEARING:**

- [16.](#) Recommendation to hold a Public Hearing and approve the Creekbend Subdivision Lot Line Shift Final Plat & Findings of Fact, Conclusions of Law, and Decision – Associate Planner Adam Crutcher
- [17.](#) Recommendation to hold third reading and adoption of Ordinance #1244 amending Ordinance #1166 which provides for a Local Option Tax (LOT) May election – City Administrator Jade Riley

**NEW BUSINESS:**

- [18.](#) Update on issuance of wastewater revenue bonds – City Administrator Jade Riley
- [19.](#) Update on process to evaluate potential Countywide Fire/EMS Consolidation – Fire Chief Bill McLaughlin
- [20.](#) Sun Valley Economic Development quarterly update - Executive Director Harry Griffith
- [21.](#) Recommendation to review and provide feedback on the 2023 Planning and Building Department workplan and activities of the Historic Preservation Commission – Director of Planning & Building Morgan Landers
- [22.](#) Recommendation to approve first reading of Ordinance #1246 which provides for Idaho Power Franchise Agreement and Joint Clean Energy Cooperation Statement – City Administrator Jade Riley

**EXECUTIVE SESSION:**

23. Pursuant to Idaho Code 74-206(1)(d) to consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code.

**ADJOURNMENT:**

## Lisa Enourato

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**From:** Leslie Manookian <leslie.manookian@me.com>  
**Sent:** Monday, February 6, 2023 2:55 PM  
**To:** Participate  
**Subject:** Atkinson Park Courts

Dear Ketchum,

Please leave the courts as they are. As it is there are two courts for tennis and four courts for pickle ball with one swing court.

My family plays tennis at the courts regularly in the summer and only on Saturday mornings, when there is a pickle ball clinic of some sort, are the pickle ball courts full.

On the contrary, the tennis courts are regularly occupied requiring a waiting time. There are already twice as many fixed pickle ball courts as tennis courts. That is a fair division of courts - if anything, it's tilted towards pickle all.

Please consider the tennis players in this equation and leave the courts as they are.

Leslie Manookian  
Sent from my iPad

**From:** [Wood River Tennis](#)  
**To:** [Participate](#)  
**Subject:** Followup post-Ketchum City Council Meeting -- Tennis is UP! Keep Atkinson's Park at 2+flex for Tennis  
**Date:** Monday, February 6, 2023 10:53:44 PM

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Hi Ketchum City Council Members. Thank you for allowing the tennis and pickleball communities to come together tonight. It was interesting.

We can co-exist! Keep Atkinson's the way it is (2 for tennis, 4 for pickleball, 1 flex for either. Just don't take any more tennis courts! **Quick read that we heard tonight: 3 in favor of keeping Atkinson's Park courts as they are (Michael, Amanda, Courtney). 1 against (Jim) plus Neil's vote, though he said it's a discussion, not a vote.**

After tonight's meeting, I came home with some points, counterpoints, and suggestions to improve the player experience, specifically on that flex court.

- **Tennis is UP** – We can co-exist. Tennis growth is 11% consistently year over year. Tennis started centuries ago. The first Australian Open was in **1905**. And in 2023, 902,000 people attended the AO. Tennis is not going away. Local tennis use is also UP. 60 women played USTA competitive tennis in 2023 and 90 men and women played in 2022. Pickleball's growth is 40% and is a new sport since 5 years ago. It's amazing. We can co-exist!
- **Keep the youth tennis program going strong for kids** – Tennis builds a foundation for lifelong learning and love for many racquet sports and fuels good mental health. Youth programs across the country are getting cut -- and school children are suffering from reductions to youth sports programs. Don't let that happen in Ketchum. Ask Eric Covington and his son Jacob who play consistently on Atkinson's courts. They play tennis, not pickleball. They may later, but right now, they play tennis. Tennis is steady and strong locally.
- **Tennis players who live in Elkhorn and Sun Valley, also use Atkinson's courts and at no cost to those cities and their residents. They don't have public courts.** Atkinson's is the only public community court where you can play until dusk. Keep tennis inclusive, not exclusive! Pickleballers have new access to pickleball on Elkhorn and SVTC courts -- they can play there, just like tennis players sometimes do at private member fees. They complain that it's disruptive, people playing here and there. Well, welcome to tennis.  
**Pickleballers can play on private courts too, like tennis players do. SVTC**

and Elkhorn have beautiful pickleball courts, and tennis courts. Don't take over a much needed public tennis court

- **Flex court. The reality is that 4 pickleballers occupy the full court space, and precludes 2-4 tennis players from using any portion of that court.** So the incremental benefit to pickleballers is a larger than the negative impact to tennis players
- **Change the pickleball waiting area to the patio for safety.** The current waiting area creates an unsafe and unnatural cross traffic pattern between two courts – PB and mixed. Set up a safer area and move the waiting area to the patio
- **Flex court has too many lines.** Extra lines create confusion for both types of play. Remove the 5th pickleball court lines (I didn't get this until Amanda asked the question). That 5th court adds unnecessary confusion and lessens the player experience for both tennis and pickleball. Re-line appropriately. Lee didn't encourage the cost of re-lining but if re-lining reduces confusion, remove that 5th lined court. I could see that would be chaotic for any new or experienced player
- Pickleballers monopolize the current Flex court and **hold clinics and advertise in their newsletter as such “Come learn how to play”** and takeover court space for hours on end. This blocks off tennis court access. Seems to me, reservations ought to be required (maximum 2 hour blocks) if there's any teaching of tennis and pickleball. Sure, someone else can reserve the next 2-hr block but with demand for court times, people will start arguing over court time if there's no reservation system. With a reservation system, you have visibility, email point of contact, and tracking of who's booking courts. It gives you a record of use by sport TYPE as well, as long as the app asks that question. It might be a good idea to implement this summer and you'll get the data you need, to make better decisions down the road, not "personal survey" data from PBers, nor from a select group of tennis players. There are apps that can do this.
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**Tennis wait times exceed one hour consistently at peak times.** Consider adding app-based online reservation ability to help residents and non-residents who play tennis and pickleball to stick to reservation times, including on the flex court that sometimes is monopolized by pickleballers, the equipment, and the “bleed over” effect from PB court 1 and the waiting area

For this year, we will share the space at the current capacity. If at some point, your council would value hearing from the tennis community, we're more than happy to share the data that supports continued public access for tennis. We will present at this time next year when the WRPA retries to make a pitch to convert the Flex court to pickleball. The WRPA clearly has sites on moving to 50/50 court configuration at Atkinson's Park. We implore the Council to consider other space--not at Atkinson's Park-- not to "take from Peter to pay Paul." With this land (didn't know this!) owned by the Blaine County School District, I can't imagine they would forsake a successful youth tennis program geared for kids, to add an adult sport, even a fast-growing sport at that.

Looking forward to the next time.

Thank you kindly.

Amy Johnson

WRT Steering Committee  
[www.woodrivertennis.org](http://www.woodrivertennis.org)

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Wood River Tennis  
c. 208-806-1855  
e. [woodrivertennis@gmail.com](mailto:woodrivertennis@gmail.com)  
w. [Wood River Tennis](#)  
*"Tennis for Everyone"*

**From:** [Tom Bowman](#)  
**To:** [Participate](#)  
**Subject:** Thoughts of LOT  
**Date:** Tuesday, February 7, 2023 10:02:05 AM

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Mr. Mayor and Ketchum City Council

Thank you for allowing an easy way to comment on the upcoming election in which you plan to have a reauthorization of the 1% for air LOT (but .5% this time) as well as including .5% for housing.

You may remember that I weighed in before, expressing my support for the entire 1% to go to housing and to "pump the brakes" on Fly Sun Valley Alliance and Visit Sun Valley.

I implore you to separate the questions. I seem to remember that there was a consultant that said not to make the ballot too complicated, but Ketchum voters are among the highest educated group in the state and I believe could easily handle the exercise. It's patronizing, and I hope it's not too late to change that.

It would be a disaster if air service funding was the cause of the defeat of the housing funding. Are you trying to hitch their wagon to mitigating the housing problem? Please be conservative and give me choices on the ballot.

From what I know at this time, I am leaning toward voting "No" if they are combined, and I have a feeling that I am not alone. I think you could easily get your approval for housing because a compelling case has already been made and is visible everyday in our stores and restaurants.

Help me get to "Yes".

Best Regards,

Tom Bowman

**From:** [Bruce Kaplan](#)  
**To:** [Participate](#)  
**Subject:** Thoughts on LOT  
**Date:** Wednesday, February 8, 2023 7:55:43 AM

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I Do not support this amendment. We should not stop growth in this valley.  
We should also let the public know the true dollar cost to finance, build and maintain Blue Bird and the Washington street development.

The jackson Hole proposals are about \$.9 M per new workforce housing unit.

The inflated housing market sustained by long term low interest rates has crush housing opportunities in resort mountain communities. Now is the time to stop new developments.

Sincerely,  
Bruce Kaplan

Sent from my iPhone



**From:** [chris campbell](#)  
**To:** [phendricks@sunvalleyidaho.gov](mailto:phendricks@sunvalleyidaho.gov); [Participate](#)  
**Subject:** Watch "HOLY SH\*T" on YouTube  
**Date:** Friday, February 10, 2023 8:00:10 AM

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<https://youtu.be/Dr-UN5vxwYo>

**From:** [Maya JB Burrell](#)  
**To:** [Neil Bradshaw](#); [Participate](#); [mpomeroy@co.blaine.id.us](mailto:mpomeroy@co.blaine.id.us); [lisa.horowitz@haileycityhall.org](mailto:lisa.horowitz@haileycityhall.org); [kgoldman@bellevueidaho.us](mailto:kgoldman@bellevueidaho.us)  
**Subject:** public comment: local testing  
**Date:** Friday, February 10, 2023 10:33:46 AM

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"there is more aluminum in the precipitation than there is in the soil. that's really scary!" part of this video is a presentation to Mt Shasta County Council regarding what they are finding in the snow and rainwater. "if the aluminum isn't coming from the soil, where is it coming from?"

<https://www.youtube.com/watch?v=-KJqf8MU-2U>

my comment: shouldn't we be having our own tests for rainwater and soil? this would fall under the auspices of our local gov'ts.

maya burrell  
ketchum

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Maya JB Burrell  
208.471.0360  
[bhathorraj@fastmail.fm](mailto:bhathorraj@fastmail.fm)

**From:** [Aly Swindley](#)  
**To:** [Participate](#)  
**Subject:** FW: Ketchum Post Office Concern  
**Date:** Friday, February 10, 2023 1:52:41 PM

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**ALY SWINDLEY | CITY OF KETCHUM**

Management and Communications Analyst

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**From:** Amanda Breen <[ABreen@ketchumidaho.org](mailto:ABreen@ketchumidaho.org)>  
**Sent:** Wednesday, February 8, 2023 12:10 PM  
**To:** Aly Swindley <[aswindley@ketchumidaho.org](mailto:aswindley@ketchumidaho.org)>  
**Subject:** Fw: Ketchum Post Office Concern

Public comment.

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**From:** Mark Cutter <[markcut.bnd@gmail.com](mailto:markcut.bnd@gmail.com)>  
**Sent:** Wednesday, February 8, 2023 12:07 PM  
**To:** Amanda Breen <[ABreen@ketchumidaho.org](mailto:ABreen@ketchumidaho.org)>  
**Subject:** Ketchum Post Office Concern

Dear City Council Member Breen,

My name is Mark Cutter and I live just South of Ketchum and have a P.O. Box at the Ketchum post office.

I'm contacting you in regard to the article in today's, 2/8/23 Mountain Express article concerning the issues with Amazon deliveries being dropped off at the Ketchum post office.

I too have had Amazon orders returned to the sender, and I am expecting two work related Amazon deliveries this week.

I just spoke to a customer service representative at Amazon this morning regarding our local issue and she informed me that Amazon has not stopped shipping orders via UPS. This statement seems to be contrary to what the post master stated to Jade Riley that "Amazon is no longer using UPS as a vendor for home delivery".

If Amazon is no longer using UPS for deliveries how are all the Amazon packages being delivered to the post office?

The fact that the Postmaster John McDonald declined to comment on this issue is inexcusable. As a

supposed leader in the community he should be working hard to resolve this issue as well as helping to eliminate the P.O. Box fees.

In my conversation with the customer service representative at Amazon she stated that until an order is processed there isn't a way to know who is shipping their package.

I suggested that they add a shipping option at checkout so the customer can select the carrier.

If people know ahead of time that a package will be shipped via USPS then they can select their P.O. Box. Likewise if an order ships via UPS or FedEx they can select a physical address.

Thank for your efforts in trying to resolve these issue and good luck.

Regard,  
Mark Cutter

**Lisa Enourato**

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**From:** doug aanestad <dougaanestad@outlook.com>  
**Sent:** Saturday, February 11, 2023 4:25 PM  
**To:** Participate  
**Subject:** Mixed-use court

Mayor Bradshaw and Councilmembers Hamilton, Breen, David and Slanetz;

I want to express my appreciation and gratitude for your decision to retain the mixed-use tennis/pickleball court at Atkinsons. It was the right decision but I know it was not an easy one, especially in front of all the pickleball supporters at the meeting. I saw a refreshing demonstration of thoughtful deliberation and, yes, courage, and applaud you all for a job well done.

Thank you.

Doug Aanestad

**Lisa Enourato**

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**From:** Bridget Bagley <bridget.bagley@gmail.com>  
**Sent:** Monday, February 13, 2023 5:56 PM  
**To:** Bridget Bagley  
**Subject:** Fwd:patent

Pfizer patent granted in 2021 is for cellular tower communication with graphene injected humans worldwide.

Pfizer - Patent: 11107588b2

<https://patents.google.com/patent/US11107588B2/en>



US0111075

(12) **United States Patent**  
**Ehrlich et al.**

(10) **Patent No.:** U  
(45) **Date of Patent:**

(54) **METHODS AND SYSTEMS OF  
PRIORITIZING TREATMENTS,  
VACCINATION, TESTING AND/OR  
ACTIVITIES WHILE PROTECTING THE  
PRIVACY OF INDIVIDUALS**

H04W 12/069;  
G08B 21/00;  
G06F 1/16;  
(Continu

(71) Applicants: **Gal Ehrlich**, Ramat-Gan (IL); **Maier Fenster**, Petach-Tikva (IL)

(56) **References**  
U.S. PATENT DC

(72) Inventors: **Gal Ehrlich**, Ramat-Gan (IL); **Maier Fenster**, Petach-Tikva (IL)

7,705,723 B2 4/2010 Kal  
8,645,538 B2 2/2014 Par  
(Continu

(\* ) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 0 days.

OTHER PUBLI

(21) Appl. No.: **17/106,279**

Office Action and Search Report d  
Israel Patent Office Re. Application  
(Continu

(22) Filed: **Nov. 30, 2020**

*Primary Examiner* — Anh V La

(65) **Prior Publication Data**

US 2021/0082583 A1 Mar. 18, 2021

(57) **ABSTRA**

(30) **Foreign Application Priority Data**

Aug. 11, 2020 (IL) ..... 276648  
Aug. 11, 2020 (IL) ..... 276665  
Sep. 1, 2020 (IL) ..... 277083

System and methods for anonym treatment against an infectious c gen. The system comprises a plu comprising instructions to gene proximity of another such elect electronic devices transmit/recei electronic device. Then, a score plurality of such received IDs. A mation received from a server, tions are displayed to the subje information and the score. The se for sending to the plurality of el

(51) **Int. Cl.**  
**G06Q 10/00** (2012.01)  
**G16H 50/80** (2018.01)

(Continued)

This Pfizer patent application was approved on 11/30/21, and is the very first patent that is in a list of over 18500 for the purpose of

contact tracing of all vaccinated humans who will be or are now connected to the

**From:** [H Boyle](#)  
**To:** [Participate](#)  
**Subject:** Fwd: The Clarion's latest news for positive action  
**Date:** Thursday, February 16, 2023 7:48:29 PM

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Important reading for the Council.

Perry Boyle  
Ketchum

Begin forwarded message:

**From:** Jima Rice & Associates <jimasv@cox.net>  
**Date:** February 16, 2023 at 10:36:51 AM MST  
**To:** boylehp@yahoo.com  
**Subject:** The Clarion's latest news for positive action  
**Reply-To:** jimasv@cox.net

# *The Clarion*

*Trumpeting common sense action by  
smart, thoughtful, and concerned people  
to resolve economic, social, and environmental  
issues.*

*February 16, 2023*

*Issue #3*

[Jima Rice, Ph.D. --- jimasv@cox.net --- 208-726-1848](#)



## **Let's Celebrate Entrepreneurship!**

Dear Reader. Between 2014 and 2020, I encouraged understanding of entrepreneurship as a vital economic anchor of the Wood River Valley - perhaps a potential community brand linked to our quality of life: "Come to our vibrant mountain home where entrepreneurship and the love of wild nature can thrive together in a unique, rewarding lifestyle."



But I failed. "Promoting entrepreneurship will undermine tourism," said those committed to a two-pronged economy of visitors passing through or people building second or third homes for occasional visits, both groups transient, cyclical contributors to our economy.

Today, the tourism and construction mantra remains strong. Yet, both sectors are driven by the national economy and Mother Nature, each of which can shift quickly and are beyond our control. A wiser strategy, it seems, would be to promote an image of economic diversity, innovation, and entrepreneurship. Projecting an "entrepreneurial culture" in our area would connote year-round energy, creativity, and excitement, more distinctive descriptors than "tourist town" or "resort area."

After all, our economy includes thriving businesses of all sorts: legal, medical, dental, biotech, health, wellness, and consulting professionals; various small and large technology companies; 100+ non-profits; electricians and plumbers, dog trainers and hair dressers; and an unusually large group of writers, artists, actors, and musicians. The Valley is a 24-hour, seven day/week regular community whose everyday needs are met by those selling useful products or services for a living. And they're here because of the entrepreneurial instincts of Averell Harriman, Bill Janss, and Earl Holding.

Our economic development groups\* promote the "innovative" nature of our economy on their websites, but rarely mention the word "entrepreneur." Note: Innovation and entrepreneurship are not the same. Having an idea for a new product or service is not the same as building a business to deliver that idea. That is the work of the entrepreneur! And, according to [Forbes](#) magazine, entrepreneurs are "the heart of America... driving economic growth."

I suspect that the total yearly income of the Valley's business sectors, excluding construction and tourism, is greater than the total earnings derived from transient visitors and part-time second home owners. Rather than the oft-quoted 2/3 of our economy, I believe construction and tourism provide more like 1/3. But I don't know for sure; it would be interesting to find out!

It would be great if our economic development groups

conducted an "entrepreneur" survey to identify all operating business owners in the Valley (large or small, new or old), their sectors, longevity, employee numbers, yearly income, projected growth, business needs, etc. The results would be fascinating, eye-opening, and perhaps challenging. One way or the other, they would enable us to better understand details of the Valley's economic strengths and weaknesses and prepare a databased roadmap for future economic development.

Let me know your thoughts! Best, Jima

[\\*Visit Sun Valley, The Wood River Valley Chamber, Sun Valley Economic Development.](#)



## Hempitecture: The New Kid in Town

Have you heard of [HempWool](#) yet, a non-toxic, environmentally sound, thermal insulation made from agricultural hemp? Well, now's the time! It's big-time sustainability. HempWool is produced by Hempitecture, a start-up headquartered in Ketchum and run by two young guys, Mattie Mead and Tommy Gibbons. Last November, the company won \$500,000 in a Grow N Y competition, one of 20 finalists out of 385 entrants from 52 countries. We're fortunate that they've chosen to live here. In just a few days, the ribbon will be cut on their new manufacturing plant in Jerome. Check out their [story](#) on the Visit Sun Valley website.



## Every Little Bit Helps!

Airplanes warm our climate by 2%-4% in two ways: (1) Contrails, the white streaks of condensation visible behind planes as they fly overhead; (2) Carbon dioxide emissions from jet fuel. The good news is that the industry is finding ways to reduce its footprint. Here are three of them:

1. Contrails are streams of ice crystals formed around dirt emitted by a plane's exhaust. Pilots now know that simply flying above or below layers of water-saturated air can eliminate contrails - or at least reduce their duration and heating effects, reports [Scientific](#)

[American \(SA\)](#).

2. A different SA article highlights the "[glide landing](#)" (versus "staircase landing") now in use at over 60 U.S. airports. On its final approach, a plane's engine is shut down, allowing it to glide onto the tarmac, saving fuel and reducing noise.
3. Finally, [sustainable jet fuel](#) made from trash is growing at a fast pace.

These are exciting developments to monitor and applaud as they grow.



## Moving Toward Social Responsibility

In a previous newsletter, I wrote about B-Corps (Benefit Corporations): mission-driven companies that pledge to balance social and environmental purpose with profits. The movement is gaining steam. The **Business Roundtable**, a group of 180+ CEOs, recently announced a business shift toward "benefit" values. A group of established B Corps responded with a public challenge to follow through on their words, reports [The New York Times](#).

Jima Rice & Associates | 104 Yarrow Ln, Box 2124, Ketchum, ID 83340

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Sent by jimav@cox.net in collaboration with



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**From:** [monica williams](#)  
**To:** [Participate](#)  
**Subject:** Re: City of Ketchum | Word on the Street  
**Date:** Thursday, February 16, 2023 8:55:07 PM

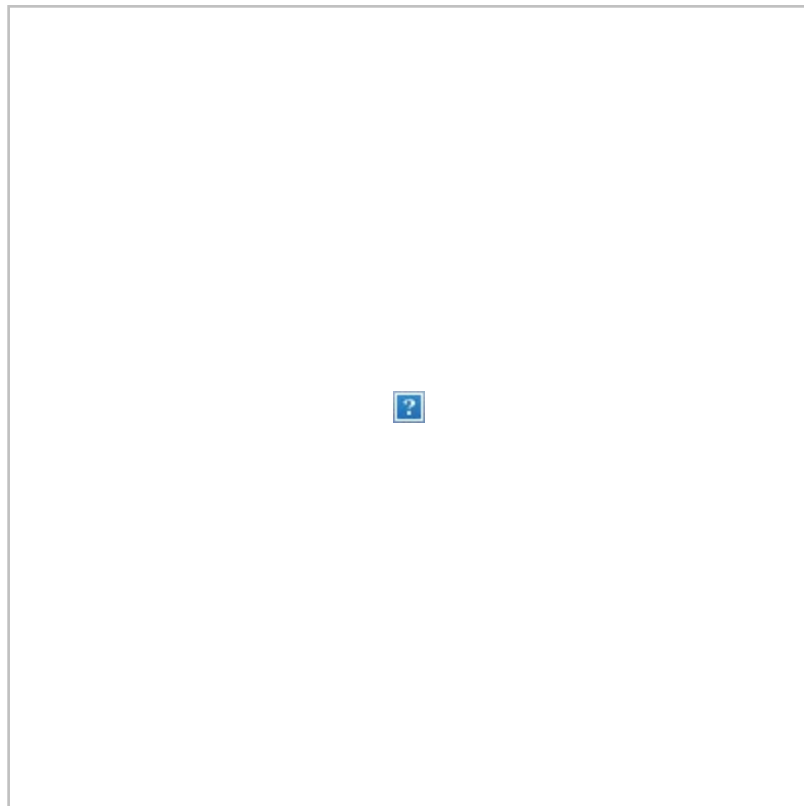
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Most of my peer group is adamantly opposed to this change. Not because of the community housing because of the ridiculous and irresponsible way you have spent our money.

Sent from my iPhone

On Feb 16, 2023, at 7:04 PM, City of Ketchum <[participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)> wrote:

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## Lisa Enourato

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**From:** HP Boyle <boylehp@yahoo.com>  
**Sent:** Sunday, February 19, 2023 3:52 PM  
**To:** Participate  
**Subject:** LOT Third Reading 2/21/23

You are, once again, setting up workforce housing to fail.

By lumping the vote for housing together with the vote for tourism promotion, you put the voter in the awkward position of having to vote for something (air) that creates the need for the other (housing). It is logically inconsistent on its face, and dramatically reduces the likelihood that it will pass. I would have voted for housing and against air, but you have ensured that is not possible.

Is tourism promotion so important to you that you will risk workforce housing to get that money to Visit Sun Valley?

A logical conclusion from making this referendum both or nothing is that the Council actually doesn't want either to pass, despite what you all say at the meetings.

Perry Boyle  
Ketchum

## Lisa Enourato

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**From:** HP Boyle <boylehp@yahoo.com>  
**Sent:** Sunday, February 19, 2023 3:57 PM  
**To:** Participate  
**Cc:** Andrew Guckes  
**Subject:** BCHA subsummation by City of Ketchum

Isn't this backwards? If our housing issues are valley-wide and require valley wide responses, how does getting rid of the only county wide entity further this mission?

Or is it the intent of the Council for the City of Ketchum to act as the county-wide authority for housing and have Ketchum taxpayers foot the bill for the entire county's workforce housing ills?

What is the intent? What is the plan? This wasn't part of the Housing Action Plan.

You have been non-transparent about this by putting it in the consent agenda. That seems to be the norm for this administration.

Perry Boyle  
Ketchum

## Lisa Enourato

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**From:** H Boyle <Boylehp@yahoo.com>  
**Sent:** Sunday, February 19, 2023 4:57 PM  
**To:** Participate  
**Cc:** Harry Griffith  
**Subject:** SVED Presentation 2/21/23 at City Council

Once again SVED will make a presentation to the Council, and the Council will pretend to listen, but will do little to set priorities for SVED. And why should it? It pays only a nominal amount for SVED services.

The City government has an anti-business reputation amongst local merchants and businesses. Its barely there relationship with SVED makes little sense when it could turn SVED into a true partner for smart economic development.

Could the City up its game with SVED and get SVED to do more on economic development within Ketchum that takes the City beyond tourism boom/bust and increases the opportunities for our children? For example, there is no annual business survey of workforce needs. There is no assessment of each business and its plans for either expansion or exit. If the City won't do these kinds of things, why not pay SVED to do them. Instead, SVED (and the City) is put on a reactive rather than proactive basis.

Also, could the City pay SVED to act as the coordinator for employer activities in Ketchum. For example, businesses seem to be going out of business for lack of staff, yet there is no coordinated effort by the business community to do anything about that. Perhaps SVED could work with the business community to come up with a plan for them to assist in the staffing challenges.

As another example, while it promotes density in the core, the City is taking away parking spaces for retail businesses. Could the City coordinate with the business community, via SVED, on a parking strategy?

SVED raises an important point on succession planning for existing businesses. What specific businesses are at risk and what is SVED's analysis of what should be done in each situation? For example, Perry's was sold to a developer at a price that ensures there will never be a diner on that location. What happens when Michel ages out?

Other things that are falling through the Ketchum cracks that SVED could do if appropriately funded:

- SVED does not seem to want to work on fixing Mountain Rides, yet that seems like it could have a positive impact on the community. Could that priority go from a 1 to a 3?
- For improving vocational pathways, SVED could partner with I Have a Dream Foundation to offer more options to their scholars.
- Expanding child care options has been a failure for Ketchum. Can SVED prioritize that to a 3?
- One thing that is not being done that perhaps SVED could help with is to get STRs assessed as businesses rather than homes.

Things SVED maybe should not be doing...

- we already spend a small fortune supporting VSV. SVED should not be a vehicle for tourism promotion—let VSV do that—it is far better funded.
- How is it in Ketchum residents' interests for SVED to help Marriott/Harriman?
- In terms of advocacy, can SVED, as an organization funded with taxpayer money, advocate in referenda such as the LOT? That does not sound "kosher."
- I hope SVED is not spending Ketchum's money on the SUN FBO project. That does nothing for local residents, increases pollution, promotes inequality, and subsidizes an airport owned by Hailey/County.

— Surprising to see Developing RV Parks as a hi priority for SVED. Does it have a specific plan for that? That might be important to the County, but do Ketchum residents want an RV park in Ketchum?

Likewise, other than data and putting pressure on businesses, how can SVED realistically contribute to the housing challenges? Does SVED have any specific proposals for zoning or other policies — for example, require new businesses in the tourist zone to provide full employee housing? The City already has a Housing Director who is tasked with housing solutions.

Finally, what is SVED’s plan for the funds received from the \$89k SBA loan that is sitting in a savings account? None of it is planned for use in the 2023 budget.

Thank you,

Perry Boyle





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**CALL TO ORDER:** *(00:00:25 in video)*

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

**ROLL CALL:**

Mayor Neil Bradshaw  
Michael David  
Amanda Breen  
Courtney Hamilton  
Jim Slanetz

**ALSO PRESENT:**

Jade Riley—City Administrator  
Trent Donat—City Clerk & Business Manager  
Lisa Enourato—Public Affairs & Administrative Services Manager  
Morgan Landers—Director of Planning and Building  
John Kearney—Director of Recreation City of Ketchum  
Matt Johnson—City Attorney  
Carissa Connelly—Housing Director  
Rian Rooney—Housing Fellow (teleconference)  
Mandy Heward—Housing Mediation Project  
Leigh Barer—Housing Mediation Project  
Lee Sponaugle—President of Wood River Pickleball Alliance  
Jim Kanellitsas—Treasurer of Wood River Pickleball Alliance

**COMMUNICATIONS FROM MAYOR AND COUNCIL:** *(00:00:41 in video)*

- Jim Slanetz brought up citizens inquiry on 5G in town. *(00:00:52 in video)*
- Courtney Hamilton commented on the Boulder Mountain Tour and congratulated the participants. *(00:01.36 in video)*
- Mayor Neil Bradshaw thanked everyone for their participation prior to the meeting and recognized Bob Rosso for the Boulder Mountain Tour *(00:02:15 video)*

**CONSENT AGENDA:** *(00:03:06 in video)*

- Courtney Hamilton commented on item # 6 and #9

**Motion to approve consent agenda items 2-12** *(00:05:57 in video)*

**MOVER:** Amanda Breen

**SECONDER:** Courtney Hamilton

**AYES:** Michael David, Courtney Hamilton, Amanda Breen, Jim Slanetz

**RESULT: ADOPTED UNANIMOUS**

**PUBLIC HEARING:** *(00:06:11 in video)*

13. Atkinson Park Public Tennis/Pickleball Courts – Discussion of shared use for tennis and pickleball presented by:

Mayor Neil Bradshaw *(00:06:11 in video)*

Lee Sponaugle—President of Wood River Pickleball Alliance *(00:10:45 in video)*

Jim Kanellitsas—Treasurer of Wood River Pickleball Alliance *(00:10:45 in video)*

**Public Comment:**

Dale Bates—*(00:31:26 in video)*

Cooper Taylor—*(00:36:09 in video)*

Carol Golstaad—*(00:37:42 in video)*

Sue Toeniskoetter and Dan Petree—*(00:40:22 in video)*

Denise DeCostur—*(00:42:00 in video)*

Kurt Almquist—*(00:43:15 in video)*

Amy Johnson—*(00:46:52 in video)*

Adam Taylor—*(00:50:57 in video)*

**PUBLIC COMMENT CLOSED** *(00:55:00 in video)*

**Questions and comments and discussion by Council** *(00:56:18 in meeting)*

14. Recommendation to hold second reading of Ordinance #1244 amending Ordinance # 1166 which provides for a Local Option Tax (LOT) May Election presented by City Administrator Jade Riley *(01:22:27 in video)*

**Questions and comments by Council:** *(01:23:49 in video)*

**Public Comment:**

Keith Perry City of Ketchum Representative to BCHA—*(01:30:50 in video)*

Jerry Seiffert President of Board of Directors, Trailing of the Sheep—*(01:33:01 in video)*

**PUBLIC COMMENT CLOSED** *(01:37:33 in video)*

**Questions and comments by Council:** *(01:37:35 in video)*

**Public Comment:**

Jerry Seiffert President of Board of Directors, Trailing of the Sheep—*(01:44:00 in video)*

**PUBLIC COMMENT CLOSED** *(01:44:35 in video)*

**Motion to approve the Second reading of Ordinance 1244 read by title only** *(01:46:10 in video)*

**MOVER:** Courtney Hamilton

**SECONDER:** Michael David

**AYES:** Courtney Hamilton, Amanda Breen, Jim Slanetz, Michael David

**RESULT: ADOPTED UNANIMOUS**

**Second Reading of Ordinance 1244 by title only:** City Clerk and Business Administrator Trent Donat *(01:46:24 in video)*

**NEW BUSINESS:** (01:47:05 in video)

15. Housing Update Presented by: Housing Director Carissa Connelly (01:47:11 in video)  
Rian Rooney—Housing Fellow (01:50:52 in video)

**Questions and comments by Council:** (01:59:58 in video)

Mandy Heward—Housing Moderation Project (02:03:23 in video)  
Leigh Barer—Housing Moderation Project (02:03:23 in video)

**Questions and comments by Council and Mayor:** (02:12:08 in video)

16. Postal Service Discussion—Mayor Neil Bradshaw (02:15:53 in video)  
Jade Riley—City Administrator updated Council on postal issues and new procedures  
in Ketchum (02:16:25 in video)

**Questions and comments by Council:** (02:19:40 in video)

**EXECUTIVE SESSION:**

17. Pursuant to Idaho Code 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

**Motion to go into Executive Session** (02:32:30 in video)

**MOVER:** Courtney Hamilton

**SECONDER:** Jim Slanetz

**AYES:** Courtney Hamilton, Amanda Breen, Jim Slanetz, Michael David

**RESULT: ADOPTED UNANIMOUS**

**ADJOURNMENT:**

**Motion to adjourn at 7:00pm** (02:33:06 in video)

**MOVER:** Amanda Breen

**SECONDER:** Courtney Hamilton

**AYES:** Michael David, Courtney Hamilton, Amanda Breen, Jim Slanetz

**RESULT: UNANIMOUS**

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Neil Bradshaw, Mayor

ATTEST:

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Trent Donat, City Clerk



## City of Ketchum

February 21, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Receive and File Treasurer's Monthly Financial Reports**

#### Recommendation and Summary

Staff is recommending the council receive and file the Treasurer's monthly reports in accordance with statutory requirements and adopt the following motion:

***"I move to receive and file the Treasurer's financial reports."***

The reasons for the recommendation are as follows:

- State statute establishes requirements for monthly financial reports from the City Treasurer.

#### Introduction and History

Idaho State Statute 50-208 establishes requirements for monthly financial reports from the City Treasurer to the Council. The Statute provides that the Treasurer "render an accounting to the city council showing the financial condition of the treasury at the date of such accounting."

Idaho State Statute 50-1011 establishes an additional requirement for a quarterly financial report "indicating salaries, capital outlay and a percentage comparison to the original appropriation." Such quarterly reports require publication on the City website within 30 days of the end of the quarter pursuant to 50-208. Finally, 50-708 creates the requirement that "at least once in each quarter of each year, the council shall examine by review of a quarterly treasurer's report included upon the city council agenda the accounts and doings subject to management by the chief financial officer of the city."

#### Analysis

Pursuant to the above statutory requirements, enclosed for Council review are the monthly and quarterly financial reports showing the financial condition of the City as of December 31, 2021. These reports, along with complete financial statements, are available on the City's website.

#### Sustainability

There is to sustainability impact to this reporting.

#### Financial Impact

There is no financial impact to this reporting.

#### Attachments

- Attachment A: Monthly Financial Report

**FY 2023**

**Monthly  
Financial Reports**

As of January 31, 2023



# General Fund

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<b>GENERAL FUND</b>						
<b>1. REVENUES</b>		<b>Year to Date</b>	<b>%</b>	<b>Remaining</b>	<b>%</b>	
Approved Budget		12,497,062				
Year to Date (YTD)		6,244,769	50.0%	6,252,293	50.0%	
<b>2. EXPENDITURES</b>						
Approved Budget		12,497,062				
Year to Date (YTD)		3,997,734	32.0%	8,499,329	68.0%	
<b>3. Net Position</b>		2,247,036				
<b>4. Fund Balance Carry Over FY22</b>		3,642,413				
<i>17% assigned by Council</i>		2,124,501				

<b>GENERAL FUND CIP</b>						
<b>1.</b>	<b>REVENUES</b>	<b>Year to Date</b>	<b>%</b>	<b>Remaining</b>	<b>%</b>	
	Approved Budget	2,549,374				
	Year to Date (YTD)	578,268	22.7%	1,971,106	77.3%	
<b>2.</b>	<b>EXPENDITURES</b>					
	Approved Budget	2,553,374				
	Year to Date (YTD)	429,668	16.8%	2,123,706	83.2%	
<b>3.</b>	Net Position (Revenue over)/short	148,600				
<b>4.</b>	Fund Balance Carry Over FY22	1,082,255				
	<i>less restricted \$1,000,000</i>					

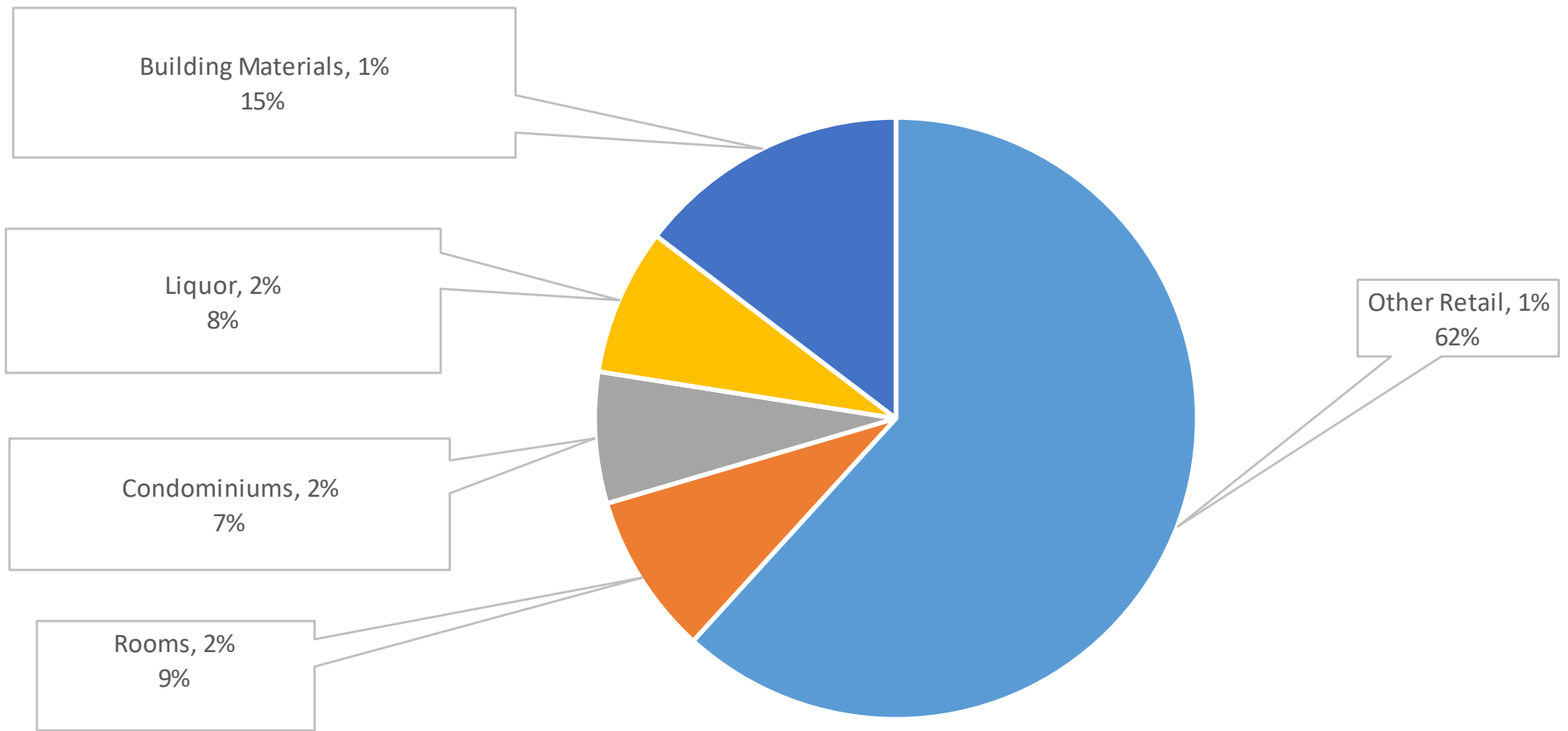


# LOT Analysis

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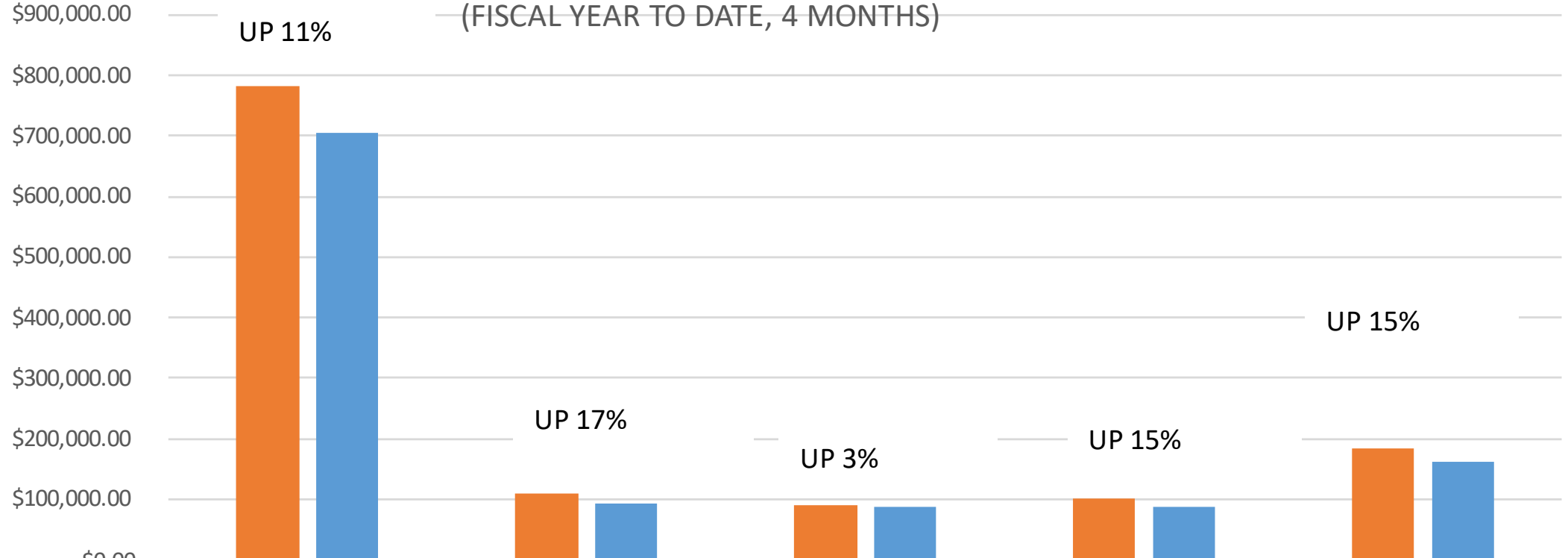
<b>LOCAL OPTION TAX</b>						
<b>1.</b>	<b>REVENUES</b>		<b>Year to Date</b>	<b>%</b>	<b>Remaining</b>	<b>%</b>
	Approved Budget		2,846,469			
	Year to Date (YTD)		1,229,608	43%	1,616,861	57%
<b>2.</b>	<b>EXPENDITURES</b>					
	Approved Budget		2,846,469			
	Year to Date (YTD)		1,143,255	40%	1,703,214	60%
<b>3.</b>	Net Position		86,353			
<b>4</b>	Fund Balance Carry Over FY22		400,563			

# ORIGINAL LOT COLLECTIONS BY SECTOR (FISCAL YEAR TO DATE, 4 MONTHS)



## ORIGINAL LOT SECTOR COMPARISON

(FISCAL YEAR TO DATE, 4 MONTHS)



■ FY 23	\$781,172.61	\$109,918.47	\$89,242.66	\$99,663.26	\$185,099.70
■ PRIOR 3YR AVERAGE	\$705,001.67	\$93,825.27	\$86,289.57	\$86,596.61	\$160,941.66

# In-Lieu Housing Fund

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<b>IN-LIEU HOUSING</b>					
1.	<b>REVENUES</b>		<b>Year to Date %</b>	<b>Remaining</b>	<b>%</b>
	Approved Budget	305,000			
	Year to Date (YTD)	462,881	151.8%	(157,881)	-51.8%
2.	<b>EXPENDITURES</b>				
	Approved Budget	305,000			
	Year to Date (YTD)	768,449	252.0%	(463,449)	-152.0%
3.	Net Position	(305,568)			
4.	Fund Balance Carry Over	2,366,255	<i>to be used for Bluebird</i>		
	FY 2022 Budgeted for projects	2,500,000			
	FY 2023 Bluebird Additional Funding	800,000			
		<u>3,300,000</u>			

# City/County Housing Fund

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## City/County Housing Fund

1.	REVENUES	<u>Year to Date %</u>		<u>Remaining %</u>	
	Approved Budget	848,349			
	Year to Date (YTD)	116,561	13.7%	731,788	86.3%
2.	EXPENDITURES				
	Approved Budget	848,349			
	Year to Date (YTD)	216,167	25.5%	632,182	74.5%
3.	Net Position	(99,606)			
4.	Fund Balance Carry Over	551,194			

Revenue		
Transfer from GF Fund Balance	250,000	Budget amendment
Blaine Couty for Housing	60,000	Budget amendment
Purchase Orders/Contract Expenditures		
#20701 Agnew & Beck	92,200	
#22052 Sullivan & Reberger	25,000	
#22038 Carissa Connelly	95,000	
#22038 Carissa Connelly extention	38,000	400 hrs @95
#22071 Canyon Excavation	18,535	Lifttower Lodge
#22121 Rian Rooney	30,000	
Communication to the public May election	15,000	
#20638 Nested	15,750	
<b>Total PO/Contracts</b>	<b>329,485</b>	



# Enterprise Funds

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<b>WATER</b>						
<b>1.</b>	<b>REVENUES</b>	<b>Year to Date</b>	<b>%</b>	<b>Remaining</b>	<b>%</b>	
	Approved Budget	2,815,101				
	Year to Date (YTD)	708,316	25.2%	2,106,785	74.8%	
<b>2.</b>	<b>EXPENDITURES</b>					
	Approved Budget	2,815,101				
	Year to Date (YTD)	609,608	21.7%	2,205,493	78.3%	
<b>3.</b>	Net Position	98,708				
<b>4.</b>	Fund Balance Carry Over FY22	2,537,683				
	less restricted					

<b>WATER CIP</b>						
<b>1.</b>	<b>REVENUES</b>		<b>Year to Date</b>	<b>%</b>	<b>Remaining</b>	<b>%</b>
	Approved Budget		559,000			
	Year to Date (YTD)		234,372	41.9%	324,628	58.1%
<b>2.</b>	<b>EXPENDITURES</b>					
	Approved Budget		559,000			
	Year to Date (YTD)		202,683	36.3%	356,317	63.7%
<b>3.</b>	Net Position		31,689			
<b>4.</b>	Fund Balance Carry Over FY22		22,763			
	less restricted					

# WASTEWATER

<b>1.</b>	<b>REVENUES</b>	<b>Year to Date</b>	<b>%</b>	<b>Remaining</b>	<b>%</b>
	Approved Budget	6,868,120			
	Year to Date (YTD)	1,173,483	17.1%	5,694,637	82.9%
<b>2.</b>	<b>EXPENDITURES</b>				
	Approved Budget	6,868,120		4,836,242	70.4%
	Year to Date (YTD)	2,031,877	29.6%		
<b>3.</b>	Net Position	(858,394)			
<b>4.</b>	Fund Balance Carry Over FY22	1,484,358			
	less restricted				

<b>WASTEWATER CIP</b>					
				<b>Remaining</b>	<b>%</b>
<b>1.</b>	<b>REVENUES</b>	<b>Year to Date</b>	<b>%</b>		
	Approved Budget	4,248,090		2,828,750	66.6%
	Year to Date (YTD)	1,419,340	33.4%		
<b>2.</b>	<b>EXPENDITURES</b>				
	Approved Budget	4,248,090		4,176,719	98.3%
	Year to Date (YTD)	71,371	1.7%		
<b>3.</b>	<b>Net Position</b>	<b>1,347,970</b>			
<b>4.</b>	<b>Fund Balance Carry Over FY22</b>	<b>-</b>			
	less restricted				

Report Criteria:

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

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
<b>GENERAL FUND</b>				
<b>01-2175-8000 P/R DEDUC PBL--EMP CAF FSA-MD</b>				
NBS-NATIONAL BENEFIT SERVI	CP338952	FSA ROLL TOTAL	1,833.80	
NBS-NATIONAL BENEFIT SERVI	CP338952	FSA TOTAL	1,101.80	
NBS-NATIONAL BENEFIT SERVI	CP338952	FSA TOTAL	1,561.86	
<b>01-3700-3600 REFUNDS &amp; REIMBURSEMENTS</b>				
HAUSMANN, DAVID	R 020723	PRO RATE ALCOHOL LICENSE REIMBURSEMENT	323.01	
MAXWELL, CRAIG	R 020723	REFUND CONDITIONAL USES PERMIT FEE	1,100.00	
Total :			5,920.47	
<b>LEGISLATIVE &amp; EXECUTIVE</b>				
<b>01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	893308	FSA & HRA Plan Administration Fees JANUARY 2023	22.95	
Total LEGISLATIVE & EXECUTIVE:			22.95	
<b>ADMINISTRATIVE SERVICES</b>				
<b>01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	893308	FSA & HRA Plan Administration Fees JANUARY 2023	48.75	
NBS-NATIONAL BENEFIT SERVI	CP338952	HRA Vision	165.00	
<b>01-4150-3100 OFFICE SUPPLIES &amp; POSTAGE</b>				
COPY & PRINT, L.L.C.	125353	POS 10579-PAPER	419.88	
GEM STATE PAPER & SUPPLY	1086861-02	BLACK TEA	89.87	
GEM STATE PAPER & SUPPLY	1089211-02	K-CUPS, SPLENDA	96.33	
US BANK	6235 012523	CHATEAU DRUG	5.06	
<b>01-4150-4200 PROFESSIONAL SERVICES</b>				
CHEM-DRY OF SOUTHERN ID	14598	SPOT CLEANING @ CITY HALL	90.00	
HDR ENGINEERING, INC.	1200501042	2022-ON CALL SERVICES	4,825.00	
INTERNAL REVENUE SERVICE	CP161	826001390 PAYROLL	4,666.10	
KETCHUM COMPUTERS, INC.	19425	ADMINISTRATION	6,171.00	
US BANK	6235 012523	BLAINE COUNTY	4.00	
US BANK	6235 012523	BELLEVUE CROSSROAD FLOWERS	88.07	
US BANK	6235 012523	WRAPCITY-LOTMTG	222.55	
US BANK	6235 012523	GOVPROS SERVC FEE	1.95	
WESTERN RECORDS DESTRUCT	0627267	RECORDS DESTRUCTION- JAN 23	67.00	
BD CONSULTING LLC	KET 2023-04	GENERAL DISCUSSION/MEETINGS	127.50	23048
BD CONSULTING LLC	KET 2023-04	IMPACT FEES	300.00	23048
BD CONSULTING LLC	KET 2023-04	WASTEWATER DEBT/BOND & FINANCIAL MODELING	127.50	23048
NICOLE SNYDER INTERIORS	300487	INTERIOR DESIGN SERVICES- OCTOBER 2022	1,626.49	
NICOLE SNYDER INTERIORS	300488	INTERIOR DESIGN SERVICES- NOVEMBER 2022	1,732.50	
<b>01-4150-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b>				
EXPRESS PUBLISHING, INC.	10002196 0131	10002196 013123	663.02	
EXPRESS PUBLISHING, INC.	10002196 1231	10002196 123122	287.24	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
<b>01-4150-4800 DUES, SUBSCRIPTIONS &amp; MEMBERSH</b>				
US BANK	2745 012523	ASSOCIATION OF ID CITIES	400.00	
US BANK	2745 012523	TRELLO.COM	112.50	
<b>01-4150-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>				
RILEY, JADE	R 020223	PARKING FEE REIMBURSEMENT	18.00	
RILEY, JADE	R 020223	PARKING FEE REIMBURSEMENT	35.00	
RILEY, JADE	R 020223	AIRBNB REIMBURSEMENT 3NIGHTS377.54	377.54	
RILEY, JADE	R 020223	MILEAGE-306	191.25	
<b>01-4150-4902 TRAINNG/TRVL/MTG-CITY ADM/ASST</b>				
US BANK	2745 012523	ASSOCIATION OF ID CITIES	50.00	
<b>01-4150-5100 TELEPHONE &amp; COMMUNICATIONS</b>				
SYRINGA NETWORKS, LLC	23FEB0316	020203 020123	4,500.00	
US BANK	5030 012523	ZOOM.COM	79.00	
US BANK	5030 012523	8*8	2,044.17	
COX BUSINESS	0012401034971	0012401034971402 012223	143.00	
COX BUSINESS	0012401050589	0012401050589901 020623	173.39	
LUMEN	624968875	74754376 012423	.44	
<b>01-4150-5110 COMPUTER NETWORK</b>				
KETCHUM COMPUTERS, INC.	19425	ADMIN HARDWARE	1,719.30	
US BANK	0568 012523	DROPBOX SUBSCRIPTION	2,700.00	
US BANK	5030 012523	MICROSOFT 365	146.46	
US BANK	5030 012523	MSFT	51.78	
DELL FINANCIAL SERVICES	2449956	001-8998447-005	26.56	
DELL FINANCIAL SERVICES	2451716	001-8998447-006	12.11	
LEAF	14319390	100-6877711-001 FEBRUARY 2023	833.10	
<b>01-4150-5150 COMMUNICATIONS</b>				
US BANK	5030 012523	MAILCHIMP	140.00	
US BANK	6235 012523	SHUTTERSTOCK	29.00	
US BANK	6235 012523	UPRINTING -FLYERS	274.38	
US BANK	6235 012523	LATER.COM	15.00	
US BANK	6235 012523	YOUTUBEPREMIUM	11.99	
<b>01-4150-5200 UTILITIES</b>				
IDAHO POWER	2206452274 01	2206452274 012123	333.15	
IDAHO POWER	224128120 012	2224128120 012123	1,088.69	
INTERMOUNTAIN GAS	44919030005 0	44919030005 012523	63.12	
INTERMOUNTAIN GAS	76053745030 0	76053745030 012523	980.48	
<b>01-4150-6500 CONTRACTS FOR SERVICES</b>				
FORSGREN ASSOCIATES, INC.	223022	ENGINEERING SERVICES	2,790.00	22106
<b>01-4150-6510 COMPUTER SERVICES</b>				
CASELLE, INC.	122645	Caselle Support & Maintenance 0323	2,483.00	
Total ADMINISTRATIVE SERVICES:			43,354.30	
<b>LEGAL</b>				
<b>01-4160-4200 PROFESSIONAL SERVICES</b>				
WHITE PETERSON	24892R 013123	General Services 24892R 023122	11,988.70	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
Total LEGAL:			11,988.70	
<b>PLANNING &amp; BUILDING</b>				
<b>01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	893308	FSA & HRA Plan Administration Fees JANUARY 2023	26.30	
NBS-NATIONAL BENEFIT SERVI	CP338952	HRA Vision	300.00	
<b>01-4170-3100 OFFICE SUPPLIES &amp; POSTAGE</b>				
COPY & PRINT, L.L.C.	125267	POS 10384: NAME PLATE	38.50	
UPS STORE #2444	MMN7FR5HR	PLAT MAP GROUND SHIPPING	23.96	
US BANK	6235 012523	COAT RACK, MOUSE PAD	36.22	
US BANK	6235 012523	WALL CALENDAR	13.98	
<b>01-4170-4200 PROFESSIONAL SERVICES</b>				
KETCHUM COMPUTERS, INC.	19425	PLANNING & BUILDING	957.00	
<b>01-4170-4210 PROFESSIONAL SERVICES - IDBS</b>				
DIVISION OF OCCUPATIONAL	020123	JANUARY 23 BULDING PERMIT FEES	631.00	
<b>01-4170-4220 PROF SVCS-FLOOD PLAIN PROG REM</b>				
HARMONY DESIGN & ENGINEE	22626	18018 KETCHUM SAP REVIEW THROUGH 013123	2,492.00	
<b>01-4170-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b>				
EXPRESS PUBLISHING, INC.	10002196 0131	10002196 013123	155.48	
US BANK	6235 012523	LINKEDIN POSTING	347.15	
<b>01-4170-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>				
NIED, PAIGE	R 020223	LEVEL 1 AVALANCHE TRAINING	100.00	
<b>01-4170-7400 OFFICE FURNITURE &amp; EQUIPMENT</b>				
US BANK	6235 012523	VARIDESK RISER	425.00	
Total PLANNING & BUILDING:			5,546.59	
<b>NON-DEPARTMENTAL</b>				
<b>01-4193-4200 PROFESSIONAL SERVICE</b>				
US BANK	5030 012523	BLUE+PINE	125.00	
DIXON RESOURCES UNLIMITED	3471	ON-CALL PARKING SUPPORT SERVICE JAN 23	2,177.50	
<b>01-4193-4500 1ST/WASHINGTON RENT</b>				
URBAN RENEWAL AGENCY	6327	URA RENT	3,000.00	
<b>01-4193-6500 CONTRACT FOR SERVICE</b>				
BLAINE COUNTY TREASURER	5.1	Sustainability-DIFFERENCE FROM INVOICE 5	545.49	
<b>01-4193-9910 MERIT/COMPENSATION ADJUSTMENTS</b>				
US BANK	6235 012523	LIMELIGHT HOTEL-HOLIDAY LUNCHEON	3,995.38	
<b>01-4193-9930 GENERAL FUND OP. CONTINGENCY</b>				
NBS-NATIONAL BENEFIT SERVI	892229	CAFETERIA PLAN DEBIT CARD FEES	432.00	
Total NON-DEPARTMENTAL:			10,275.37	
<b>FACILITY MAINTENANCE</b>				



Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
<b>01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	893308	FSA & HRA Plan Administration Fees JANUARY 2023	24.38	
NBS-NATIONAL BENEFIT SERVI	CP338952	HRA Vision	540.00	
<b>01-4194-3200 OPERATING SUPPLIES</b>				
US BANK	9988 012523	DARK ROAST COFFEE	80.60	
US BANK	9988 012523	WALL CALENDAR	23.24	
<b>01-4194-3500 MOTOR FUELS &amp; LUBRICANTS</b>				
CHRISTENSEN INC.	1012249	38950 013123	681.38	
US BANK	9988 012523	SNOWMOBILE OIL	174.99	
<b>01-4194-4200 PROFESSIONAL SERVICES</b>				
ROB BECK LLC	7274	CHRISTMAS TREES DUMP, ROOF SHOVELING	1,000.00	
IRISH ELECTRIC	20223	TROUBLESHOOT-LIGHTING, STREET LIGHTING, REPAIR TREE LIGHTS	943.00	
KETCHUM COMPUTERS, INC.	19425	FACILITY MAINT	189.75	
<b>01-4194-4800 DUES, SUBSCRIPTIONS &amp; MEMBERSH</b>				
US BANK	9988 012523	ISA MEMBERSHIP	305.00	
<b>01-4194-5200 UTILITIES</b>				
IDAHO POWER	2201272487 01	2201272487 012123	238.28	
IDAHO POWER	2203538992 01	2203538992 012123	56.61	
INTERMOUNTAIN GAS	65669030002 0	6566903002 012523	29.98	
<b>01-4194-5300 CUSTODIAL &amp; CLEANING SERVICES</b>				
WESTERN BUILIDNG MAINTEN	0138293-IN	Monthly Janitorial Service- DEC 22	3,357.25	
WESTERN BUILIDNG MAINTEN	0138322-IN	Monthly Janitorial Service- JAN 23	4,037.00	
<b>01-4194-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b>				
CHATEAU DRUG CENTER	2661810	SCREWDRIVER, ANCHORS	33.23	
US BANK	6235 012523	SELECTBLINDS	943.36	
US BANK	6235 012523	WOOD RIVER LOCK SHOP -JANITOR KEYS	12.15	
<b>01-4194-5910 REPAIR &amp; MAINT-491 SV ROAD</b>				
A.C. HOUSTON LUMBER CO.	2302-537653	EASYHEAT ROOF CABLE	35.99	
IDAHO POWER	2202522062 01	2202522062 012123	551.95	
INTERMOUNTAIN GAS	17499804809 0	17499804809 012523	528.03	
US BANK	9988 012523	TRAC-LIGHTS	80.00	
<b>01-4194-5950 REPAIR &amp; MAINT-WARM SPRINGS PR</b>				
IDAHO POWER	2226452353 01	2226452353 012623	26.81	
US BANK	9988 012523	VACUUM FILTER REPLACEMENT	29.99	
<b>01-4194-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>				
STOTZ EQUIPMENT	P68488	WINDSHIELD KIT	790.73	
HIGH DESERT BOBCAT	W01896	TOOLCAT	1,495.33	
<b>01-4194-6950 MAINTENANCE</b>				
CEM AQUATICS	10903	SHIPPING ON INV 8694	99.86	
CHATEAU DRUG CENTER	2620331	PART 119978	28.49	
CHATEAU DRUG CENTER	2626377	LUGGAGE LOCK	8.54	
CHATEAU DRUG CENTER	2661809	LIGHT BULBS	18.99	
CHATEAU DRUG CENTER	2664612	FOAM TAPE	5.68	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
Total FACILITY MAINTENANCE:			16,370.59	
<b>POLICE</b>				
<b>01-4210-2515 VISION REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	893308	FSA & HRA Plan Administration Fees JANUARY 2023	9.80	
<b>01-4210-3100 OFFICE SUPPLIES &amp; POSTAGE</b>				
US BANK	4026 012523	ACME TOOLS	182.80	
US BANK	4026 012523	HOME DEPOT RETURN	171.72-	
<b>01-4210-3500 MOTOR FUELS &amp; LUBRICANTS</b>				
CHRISTENSEN INC.	1012266	39060 013123	330.65	
<b>01-4210-3620 PARKING OPS EQUIPMENT FEES</b>				
CALE AMERICA, INC.	173224	ACTIVE METERS JANUARY 2023	169.05	
AT&T MOBILITY LLC	287310798935	287310798935 012323	255.42	
<b>01-4210-4200 PROFESSIONAL SERVICES</b>				
KETCHUM COMPUTERS, INC.	19426	MONTHLY WORKSTATION MAINTENANCE	668.25	
Total POLICE:			1,444.25	
<b>FIRE &amp; RESCUE</b>				
<b>01-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	CP338952	HRA Medical	228.22	
<b>01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	893308	FSA & HRA Plan Administration Fees JANUARY 2023	81.75	
NBS-NATIONAL BENEFIT SERVI	CP338952	HRA Vision	165.00	
<b>01-4230-3200 OPERATING SUPPLIES FIRE</b>				
A.C. HOUSTON LUMBER CO.	2302-540376	CAULK & PICTURE HANGER	4.38	
GEM STATE PAPER & SUPPLY	1088162	LAUNDRY DETERGENT & SPONGES	61.55	
US BANK	9939 012523	FILE FOLDER 1/3 CUT	19.41	
US BANK	9939 012523	BIC PENS-400 PACK	19.99	
US BANK	9939 012523	PUSH PINS	5.95	
US BANK	9939 012523	ALOHI FAX.PLUS	90.00	
US BANK	9939 012523	SCISSORS, LED DIMMER	23.36	
ECMS	INV615699	Uniforms repairs	241.50	
<b>01-4230-3210 OPERATING SUPPLIES EMS</b>				
A.C. HOUSTON LUMBER CO.	2302-540376	CAULK & PICTURE HANGER	4.39	
GEM STATE PAPER & SUPPLY	1088162	LAUNDRY DETERGENT & SPONGES	61.54	
US BANK	9939 012523	BIC PENS-400 PACK	19.98	
US BANK	9939 012523	SCISSORS, LED DIMMER	23.36	
US BANK	9939 012523	FILE FOLDERS 1/3 CUT	19.41	
US BANK	9939 012523	PUSH PINS	5.94	
US BANK	9939 012523	ALOHI FAX.PLUS	89.99	
HENRY SCHEIN	32541347	EMS MEDICAL DRUGS	354.24	
HENRY SCHEIN	32704015	EMS MEDICAL DRUGS	149.11	
PRIMARY PHARMACEUTICALS	NOS25588	EMS MEDS	291.91	
<b>01-4230-3500 MOTOR FUELS &amp; LUBRICANTS FIRE</b>				
CHRISTENSEN INC.	1012113	37267 01312023	322.94	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
<b>01-4230-3510 MOTOR FUELS &amp; LUBRICANTS EMS</b>				
CHRISTENSEN INC.	1012113	37267 013123	322.94	
<b>01-4230-4200 PROFESSIONAL SERVICES FIRE</b>				
KETCHUM COMPUTERS, INC.	19425	FIRE & RESCUE	1,559.25	
<b>01-4230-4920 TRAINING-FACILITY</b>				
A.C. HOUSTON LUMBER CO.	2301-528859	4X8-7/16 OSB 24/16 & LN INTERIOR PROJECT 100Z	36.89	
<b>01-4230-6000 REPAIR &amp; MAINT-AUTO EQUIP FIRE</b>				
RIVER RUN AUTO PARTS	6538-187355	SHOP SUPPLIES	12.70	
US BANK	9939 012523	IDAHO LUMBER & HARDWARE- MISC	22.25	
US BANK	9939 012523	LIBERTY MOUNTAIN- INREACH MINI 2 FLAME RED	720.93	
US BANK	9939 012523	JOURNEYMAN-PRO POWER PLUG CHARGER RECEPTABLE	9.49	
US BANK	9939 012523	BATTERYVERD 18977381803	70.49	
KARL MALONE FORD HAILEY	104940	2012 FORD EPD REPAIR	175.41	
KARL MALONE FORD HAILEY	24638	POLARIS REPAIR	243.88	
<b>01-4230-6010 REPAIR &amp; MAINT-AUTO EQUIP EMS</b>				
RIVER RUN AUTO PARTS	6538-187355	SHOP SUPPLIES	12.70	
US BANK	9939 012523	IDAHO LUMBER & HARDWARE- MISC	22.26	
US BANK	9939 012523	JOURNEYMAN-PRO POWER PLUG CHARGER RECEPTABLE	9.48	
US BANK	9939 012523	BATTERYVERD 18977381803	70.48	
US BANK	9939 012523	LIBERTY MOUNTAIN- INREACH MINI 2 FLAME RED	720.92	
KARL MALONE FORD HAILEY	104940	2012 FORD EPD REPAIR	175.41	
KARL MALONE FORD HAILEY	24638	POLARIS REPAIR	243.89	
<b>01-4230-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>				
US BANK	9939 012523	DIRECT-MOUNT SMART ONBAORD CAR BATTERY CHARGER	19.98	
US BANK	9939 012523	CVT DRIVE BELT POLARIS RANGER	69.98	
US BANK	9939 012523	HODGES-RAM MOUNT 8"	134.57	
US BANK	9939 012523	ALLTACKLE-RAM MOUNT	104.97	
US BANK	9939 012523	BATTERY TENDER- 12V CHARGER AND MAINTAINER	38.25	
US BANK	9939 012523	UTV STORAGE BELT CASE FOR POLARIS	109.98	
US BANK	9939 012523	NILIGHT-YELLOW FLOOD BEAM FOG LIGHT & KIT	30.41	
US BANK	9939 012523	RZR BELT CHANGE TOOL, REMOVAL TOOLS, POLARIS	18.34	
<b>01-4230-6110 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>				
US BANK	9939 012523	HODGES-RAM MOUNT 8"	134.56	
US BANK	9939 012523	DIRECT-MOUNT SMART ONBAORD CAR BATTERY CHARGER	19.97	
US BANK	9939 012523	CVT DRIVE BELT POLARIS RANGER	69.97	
US BANK	9939 012523	RZR BELT CHANGE TOOL, REMOVAL TOOLS, POLARIS	18.34	
US BANK	9939 012523	UTV STORAGE BELT CASE FOR POLARIS	109.97	
<b>01-4230-6900 OTHER PURCHASED SERVICES FIRE</b>				
UPS STORE #2444	MMN7FR5FM	Shipping	6.49	
US BANK	9939 012523	TECHFOLLESS- CAR CHARGER POWER ADAPTER	295.47	
<b>01-4230-6910 OTHER PURCHASED SERVICES EMS</b>				
UPS STORE #2444	MMN7FR5FM	Shipping	6.49	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
Total FIRE & RESCUE:			7,901.03	
<b>STREET</b>				
<b>01-4310-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	CP338952	HRA Medical	62.97	
<b>01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	893308	FSA & HRA Plan Administration Fees JANUARY 2023	41.37	
<b>01-4310-3200 OPERATING SUPPLIES</b>				
CHATEAU DRUG CENTER	2659346	BATTERY AND SUPERGLUE	25.62	
DAVIS EMBROIDERY INC.	41836	SHIRT EMBROIDERY	60.00	
GEM STATE PAPER & SUPPLY	1089314-01	COFFEE	25.40	
GEM STATE PAPER & SUPPLY	1089314-02	PENCILS, PENS, CALENDAR	149.74	
NAPA AUTO PARTS	134413	BLUE SHOP TOWELS	50.72	
NAPA AUTO PARTS	135301	GLASS CLEANER	17.94	
NAPA AUTO PARTS	135679	GLVOES	58.56	
RIVER RUN AUTO PARTS	6538-187669	BRAKE CLEANER	10.58	
US BANK	2022 012523	011123 SNOW CREW BREAKFAST-WRAPCITY	113.56	
US BANK	2022 012523	010923 SNOW CREW BREAKFAST-WRAPCITY	71.74	
US BANK	2022 012523	011123 SNOW CREW BREAKFAST-WRAPCITY	14.85	
WAKE UP AND LIVE, INC.	13188	Snow Crew Breakfast JAN 23	235.75	
<b>01-4310-3400 MINOR EQUIPMENT</b>				
A.C. HOUSTON LUMBER CO.	2302-540723	METAL BLADES, BRASS BRUSH	33.18	
GRAINGER, INC., W.W.	9582348703	5/32 HEY SOCKETS	37.16	
<b>01-4310-3500 MOTOR FUELS &amp; LUBRICANTS</b>				
WEX BANK	86991119	Fuel Purchases	543.05	
CHRISTENSEN INC.	1012115	37269 013123	7,330.79	
<b>01-4310-4200 PROFESSIONAL SERVICES</b>				
S. ERWIN EXCAVATION INC	23-052	ADDITIONAL WINTER 22-23 SNOW HAULING SERVICE	3,775.00	23044
HIATT TRUCKING, INC.	4012	ADDITIONAL WINTER 22-23 SNOW HAULING SERVICE	12,750.00	23042
KETCHUM COMPUTERS, INC.	19425	STREETS	379.50	
WESTERN STATES CAT	IN002283202	WINTER 22-23 DOZER RENTAL	5,988.50	23019
<b>01-4310-5200 UTILITIES</b>				
INTERMOUNTAIN GAS	49439330009 0	49439330009 012523	393.27	
<b>01-4310-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>				
NAPA AUTO PARTS	134338	OIL FILTERS F550	59.82	
<b>01-4310-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>				
CLEARWATER POWER EQUIPME	36460	ENGINE SPROCKET	27.20	
OWEN EQUIPMENT	00110193	FILTERS FOR OSHOSH PLOWS	171.38	
NAPA AUTO PARTS	135122	WINTER FUEL ADDITIVE	95.94	
NAPA AUTO PARTS	135300	BATTERY FOR F550	92.29	
NAPA AUTO PARTS	135666	TIRE PATCH	7.64	
NAPA AUTO PARTS	135829	WORK LIGHT FOR 966A LOADER	65.52	
RIVER RUN AUTO PARTS	6538-187346	CREDIT FROM INV 186168	49.90-	
RIVER RUN AUTO PARTS	6538-187555	WIPER BLADES	16.95	
TRUCK PRO LLC SIX STATES	275-005689	REMAN DIFFERENTIAL FOR SNOW PLOW	3,213.38	
SNAKE RIVER HYDRAULICS	403171	VALVE COIL	57.86	
US BANK	9988 012523	OREILLY RETURN GAUGE	31.79-	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
WESTERN STATES CAT	IN002279017	SPACER-GRADER PARTS	162.52	
WESTERN STATES CAT	IN002289682	140 M GRADER MOLD BOARD PARTS	8,520.09	
WESTERN STATES CAT	IN002291050	CUTTING EDGE PART FOR SANDER TRUCK	1,276.80	
WESTERN STATES CAT	IN002291057	CUTTING EDGES PARTS -SNOW BUCKETS	4,057.20	
WESTERN STATES CAT	IN002292702	966A LOADER WORK LAMP	55.99	
WESTERN STATES CAT	IN002293959	MIRROR FOR 966A LOADER	214.74	
SEMI SERVICE	2-11904	DUMP TRUCK TARP PARTS	124.10	
INTERWEST SUPPLY COMPANY,	IN0101924	CUTTING EDGE FOR BLOWER 1	503.84	
<b>01-4310-6910 OTHER PURCHASED SERVICES</b>				
ALSCO - AMERICAN LINEN DIVI	LBOI2056641	200 10TH ST	41.64	
CINTAS	5143581563	MEDICINE CABINET SERVICES-STREET DEPT	91.69	
NORCO	36907031	CYLINDER RENTAL	246.45	
<b>01-4310-6930 STREET LIGHTING</b>				
IDAHO POWER	2200749261 01	2200749261 012523	412.34	
IDAHO POWER	2201013857 01	2201013857 012123	23.22	
IDAHO POWER	2203855230 01	2203855230 012123	104.61	
IDAHO POWER	2204535385 01	2204535385 012123	141.01	
IDAHO POWER	2206773224 01	2206773224 012123	9.88	
IDAHO POWER	2207487501 01	2207487501 012123	8.36	
<b>01-4310-6950 MAINTENANCE &amp; IMPROVEMENTS</b>				
OHIO GULCH TRANSFER STATIO	216917	Clean Wood Waste	6.20	
OHIO GULCH TRANSFER STATIO	226787	Clean Wood Waste	3.30	
Total STREET:			51,899.52	
<b>RECREATION</b>				
<b>01-4510-2515 VISION REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	893308	FSA & HRA Plan Administration Fees JANUARY 2023	13.15	
<b>01-4510-3200 OPERATING SUPPLIES</b>				
CHATEAU DRUG CENTER	2660964	LEMON CLEANER, LYSOL, TAPE	22.11	
<b>01-4510-3250 RECREATION SUPPLIES</b>				
BOULDER MOUNTAIN CLAYWO	21887	NONPROFIT PROJECT	180.00	
<b>01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY</b>				
ATKINSONS' MARKET	04319441	MELONS	20.38	
ATKINSONS' MARKET	04319894	CASCADE, SCOTH BRIGHT, MELON ORANGE	25.02	
ATKINSONS' MARKET	05624389	ORANGE JUICE, APPLES, VANILLA	15.32	
ATKINSONS' MARKET	05625734	ONIONS, GARLIC, PARM	5.67	
ATKINSONS' MARKET	08598524	APPLES, ORANGES	18.30	
<b>01-4510-3500 MOTOR FUELS &amp; LUBRICANTS</b>				
LUTZ RENTALS	139462-1	Propane	36.00	
LUTZ RENTALS	139601-1	Propane	32.19	
LUTZ RENTALS	139713-1	Propane	40.57	
CHRISTENSEN INC.	1012114	37268 013123	17.42	
<b>01-4510-4200 PROFESSIONAL SERVICE</b>				
KETCHUM COMPUTERS, INC.	19425	PARKS	338.25	
<b>01-4510-5200 UTILITIES</b>				
INTERMOUNTAIN GAS	31904030009 0	31904030009 012523	301.44	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
<b>01-4510-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>				
KETCHUM AUTO INC	98646	VEHICLE DIAGNOSTIC AND REPAIR-PARASITIC DRAW	110.00	
Total RECREATION:			1,175.82	
Total GENERAL FUND:			155,899.59	
<b>WAGON DAYS FUND</b>				
<b>WAGON DAYS EXPENDITURES</b>				
<b>02-4530-3100 OFFICE SUPPLIES &amp; POSTAGE</b>				
BUSINESS AS USUAL INC.	159765	ANNOUCEMNET PACKETS	67.00	
<b>02-4530-3200 OPERATING SUPPLIES</b>				
US BANK	6235 012523	WIX.COM	30.00	
Total WAGON DAYS EXPENDITURES:			97.00	
Total WAGON DAYS FUND:			97.00	
<b>GENERAL CAPITAL IMPROVEMENT FD</b>				
<b>GENERAL CIP EXPENDITURES</b>				
<b>03-4193-7100 SUN VALLEY RD MILL &amp; OVERLAY</b>				
GALENA ENGINEERING, INC.	2302-001	1318.189-SUN VALLEY	360.00	
<b>03-4193-7193 MAIN ST/WARM SPRINGS DESIGN</b>				
HDR ENGINEERING, INC.	12005010141	MAIN ST WARM SPRINGS	339.25	22112
HDR ENGINEERING, INC.	1200501039	MAIN ST WARM SPRINGS	1,152.25	22112
<b>03-4193-7200 TECHNOLOGY UPGRADES</b>				
US BANK	4026 012523	UBIQUITI INC	517.05	
US BANK	4026 012523	MY COMMERCE	29.00	
<b>03-4193-7607 SIDEWALK CURB AND GUTTER</b>				
BROWN AND CALDWELL	54459550	KETCHUM GUYER GEOTHERMAL EVALUATION	10,856.78	22096
Total GENERAL CIP EXPENDITURES:			13,254.33	
<b>FIRE &amp; RESCUE CIP EXPENDITURES</b>				
<b>03-4230-7130 PPE (TURNOUT GEAR)</b>				
MUNICIPAL EMERGENCY SERIC	IN1826368	BULLARD HELMETS & EMS PANTS	545.64	
CURTIS TOOLS FOR HEROES	784467	PPE GLOVES	329.10	
<b>03-4230-7135 MEDICAL (CITY PROVIDED)</b>				
US BANK	3938 012523	JOESENSEN FABRICS- CUSTOM UTV ENCLOSURE	700.00	
Total FIRE & RESCUE CIP EXPENDITURES:			1,574.74	
Total GENERAL CAPITAL IMPROVEMENT FD:			14,829.07	
<b>ORIGINAL LOT FUND</b>				
<b>ORIGINAL LOT TAX</b>				

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
<b>22-4910-6060 EVENTS/PROMOTIONS</b>				
BMI	46028208	1893926 010223	351.90	
EXPRESS PUBLISHING, INC.	10002196 1231	10002196 123122	515.28	
EXPRESS PUBLISHING, INC.	10002196 1231	10002196 123122	515.28	
<b>22-4910-6080 MOUNTAIN RIDES</b>				
MOUNTAIN RIDES	12062	TRANSPORTATION SERVICES	64,083.34	23012
MOUNTAIN RIDES	12118	TRANSPORTATION SERVICES	64,083.34	23012
Total ORIGINAL LOT TAX:			129,549.14	
Total ORIGINAL LOT FUND:			129,549.14	
<b>FIRE BOND FUND</b>				
<b>FIRE BOND FUND EXP/TRNFRS</b>				
<b>41-4800-8200 DEBT SRVC ACCT INTEREST-FIRE</b>				
ZIONS BANK	4899909 03102	4899909 031523	145,884.38	
Total FIRE BOND FUND EXP/TRNFRS:			145,884.38	
Total FIRE BOND FUND:			145,884.38	
<b>FIRE CONSTRUCTION FUND</b>				
<b>FIRE FUND EXP/TRNFRS</b>				
<b>42-4800-7800 CONSTRUCTION</b>				
LYTLE SIGNS	PS-INV108142	KFD FCO LETTER SETS	6,288.22	
Total FIRE FUND EXP/TRNFRS:			6,288.22	
Total FIRE CONSTRUCTION FUND:			6,288.22	
<b>CITY/COUNTY HOUSING</b>				
<b>CITY/COUNTY HOUSING EXPENSE</b>				
<b>54-4410-2515 VISION REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	893308	FSA & HRA Plan Administration Fees JANUARY 2023	3.35	
<b>54-4410-4200 PROFESSIONAL SERVICES</b>				
EXPRESS PUBLISHING, INC.	10002196 0131	10002196 013123	929.33	
EXPRESS PUBLISHING, INC.	10002196 1231	10002196 123122	647.04	
US BANK	6235 012523	USPS SHIPPING	17.45	
US BANK	6235 012523	HOTEL KETCHUM- FRIENDS HK 72HR	503.06	
NESTED STRATEGIES	1116	HOUSING PHILANTHROPY- JAN HOURS	1,250.00	20638
BYRON W. FOLWELL, ARCHITEC	2174	FOREST SERVICE PARK CONCEPT PLAN	8,700.00	22116
<b>54-4410-4210 LEASE TO LOCALS INSENTIVES</b>				
SLANETZ, JIM	LTL 021423	LTL INITIAL PAYMENT	4,000.00	
MEIBORG, KYLE	LTL 021423	LTL 021423	4,500.00	
Total CITY/COUNTY HOUSING EXPENSE:			20,550.23	
Total CITY/COUNTY HOUSING:			20,550.23	
<b>WATER FUND</b>				
<b>WATER EXPENDITURES</b>				

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
<b>63-4340-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	CP338952	HRA Medical	159.15	
<b>63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	893308	FSA & HRA Plan Administration Fees JANUARY 2023	16.50	
NBS-NATIONAL BENEFIT SERVI	CP338952	HRA Vision	300.00	
<b>63-4340-3100 OFFICE SUPPLIES &amp; POSTAGE</b>				
BUSINESS AS USUAL INC.	161158	SHEET PROTECTORS, BATTERIES, BINDER RINGS, LAMINATING POUCHES, HIGHLIGHTERS	40.18	
<b>63-4340-3120 DATA PROCESSING</b>				
BILLING DOCUMENT SPECIALIS	86002	Utilities Billing	561.72	
<b>63-4340-3200 OPERATING SUPPLIES</b>				
A.C. HOUSTON LUMBER CO.	2302-539478	GORILA SUPER GLUE, COLD WELD COMPOUND	15.48	
ALSCO - AMERICAN LINEN DIVI	LBOI2058431	110 RIVER RANCH RD - ADMIN	24.26	
ALSCO - AMERICAN LINEN DIVI	LBOI2058433	110 RIVER RANCH RD - WATER	60.59	
GO-FER-IT	117799	Water Samples	23.10	
LUTZ RENTALS	139452-1	Propane	25.46	
LUTZ RENTALS	139488-1	Propane	15.44	
<b>63-4340-3500 MOTOR FUELS &amp; LUBRICANTS</b>				
CHRISTENSEN INC.	1012117	37271 - Water Dept	468.26	
<b>63-4340-3800 CHEMICALS</b>				
GEM STATE WELDERS SUPPLY,I	844722	Hypochlorite Solution	290.00	
<b>63-4340-4200 PROFESSIONAL SERVICES</b>				
KETCHUM COMPUTERS, INC.	19425	WATER	272.25	
<b>63-4340-4300 STATE &amp; WA DISTRICT FEES</b>				
WATER DISTRICT 37 & 37M	10188 013023	Account 10188 - Yearly Payment	2,322.72	
WATER DISTRICT 37 & 37M	10290 013023	Account 10290 - Yearly Payment	100.00	
WATER DISTRICT 37 & 37M	1284 013023	Account 1284 - Yearly Payment	410.19	
<b>63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>				
DAIGH, STEVE	R 021423	DOPL APPLICATION FEE	25.00	
<b>63-4340-5100 TELEPHONE &amp; COMMUNICATIONS</b>				
SENTINEL FIRE & SECURITY, IN	84982	110 RIVER RANCH RD - Commercial Fire AES	661.50	
AT&T MOBILITY LLC	287318858311	287318858311 012323	90.57	
<b>63-4340-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>				
CLEARWATER POWER EQUIPME	38173	INSTALL BOSS MOUNT & WIRING	2,700.46	
RIVER RUN AUTO PARTS	6538-187747	3/16 FEMALE SPADE TERM	3.95	
<b>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>				
SNAKE RIVER HYDRAULICS	403170	PS1-1425-V	55.97	
WESTERN STATES CAT	IN002286180	CATERPILLER BACK DRAG 10' STEEL SSL S/N: E0117594A	1,887.30	
Total WATER EXPENDITURES:			10,530.05	
<b>WATER DEBT SERVICE EXPENDITRES</b>				
<b>63-4800-8700 DEBT SRVC ACCT INTEREST-2016</b>				
CHASE	0000000461	Interest Due this period	7,134.00	



Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
Total WATER DEBT SERVICE EXPENDITRES:			7,134.00	
Total WATER FUND:			17,664.05	
<b>WATER CAPITAL IMPROVEMENT FUND</b>				
<b>WATER CIP EXPENDITURES</b>				
<b>64-4340-7600 MACHINERY AND EQUIPMENT</b>				
CON PAULOS INC	020923	CHEVY SILVERADO 1500 CUSTOM CREW GAS	44,243.00	23050
<b>64-4340-7806 NEW STAND-BY GENERATOR WA/ADM.</b>				
DC ENGINEERING	21KET01A 1D-	ENGINEERING BACKUP POWER NWW & ADMIN	3,360.00	22057
Total WATER CIP EXPENDITURES:			47,603.00	
Total WATER CAPITAL IMPROVEMENT FUND:			47,603.00	
<b>WASTEWATER FUND</b>				
<b>WASTEWATER EXPENDITURES</b>				
<b>65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	893308	FSA & HRA Plan Administration Fees JANUARY 2023	39.20	
<b>65-4350-3100 OFFICE SUPPLIES &amp; POSTAGE</b>				
BUSINESS AS USUAL INC.	161158	SHEET PROTECTORS, BATTERIES, BINDER RINGS, LAMINATING POUCHES, HIGHLIGHTERS	40.17	
<b>65-4350-3120 DATA PROCESSING</b>				
BILLING DOCUMENT SPECIALIS	86002	Utilities Billing	561.72	
<b>65-4350-3200 OPERATING SUPPLIES</b>				
ALSCO - AMERICAN LINEN DIVI	LBOI2058431	110 RIVER RANCH RD - ADMIN	24.26	
ALSCO - AMERICAN LINEN DIVI	LBOI2058432	110 RIVER RANCH RD - WASTEWATER	136.40	
ATKINSONS' MARKET	03475530	DISTTILLTD WATER	22.76	
ATKINSONS' MARKET	06649972	TEA	6.65	
UPS STORE #2444	MMN7FR58Z	WATER SAMPLES	21.72	
UPS STORE #2444	MMN7FR5C98	WATER SAMPLES	16.03	
US BANK	5198 012523	EARPLUGS-RETURN	35.55-	
US BANK	5198 012523	EARPLUGS	35.55	
US BANK	5198 012523	MILWAUKEE NITRILE WORK GLOVES	8.99	
<b>65-4350-3400 MINOR EQUIPMENT</b>				
A.C. HOUSTON LUMBER CO.	2302-539764	WOLMAN WOODWORK HD DECK BRUSH, 48" EXTEN POLE	55.97	
US BANK	5198 012523	HAND PALLET STRAPPING BANDING KIT	99.99	
US BANK	5198 012523	SWOKER BARBIDE BURR BITS	29.99	
<b>65-4350-3500 MOTOR FUELS &amp; LUBRICANTS</b>				
CHRISTENSEN INC.	1012116	37270 - Wastewater	926.09	
<b>65-4350-4200 PROFESSIONAL SERVICES</b>				
ANALYTICAL LABORATORIES, I	2300295	Testing	267.86	
COLUMBIA ELECTRIC SUPPLY	8819-1015646	Automation Control Hardware 9800-DC8AUTOB	1,847.00	23036
KETCHUM COMPUTERS, INC.	19425	WASTEWATER	313.50	
ROBERTS ELECTRIC	8319	INSTALL TIMER ON BLOWER UNIT - LABOR & PARTS	437.81	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
<b>65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>				
RIVERSIDE HOTEL	317113	Accomodations - Mick Mummert	147.00	
RIVERSIDE HOTEL	317114	Accomodations - Jeff Vert	147.00	
US BANK	5198 012523	ASSOCIATION OF ID CITIES	200.00	
<b>65-4350-5100 TELEPHONE &amp; COMMUNICATIONS</b>				
SENTINEL FIRE & SECURITY, IN	84982	110 RIVER RANCH RD - Commercial Fire AES	220.50	
<b>65-4350-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>				
NAPA AUTO PARTS	135181	AXLE SEALS, WHEEL BEARING & HUB ASSEMBLY	530.16	
NAPA AUTO PARTS	135969	GAS TREATMENT, -20 WINDSHEIELD WASH	7.40	
WOOD RIVER WELDING, INC.	183259	PLOW PART	86.58	
<b>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>				
GRAINGER, INC., W.W.	9591725792	SLOW CLOSING SOLENOID VALVE, BRASS, NC	1,126.92	
NAPA AUTO PARTS	135980	DIELECTRIC GREASE, BRKFLUID DOT	41.40	
US BANK	5198 012523	GARDEN HOSE REPAIR KIT	14.98	
Total WASTEWATER EXPENDITURES:			7,378.05	
Total WASTEWATER FUND:			7,378.05	
<b>WASTEWATER CAPITAL IMPROVE FND</b>				
<b>WASTEWATER CIP EXPENDITURES</b>				
<b>67-4350-7815 AERATION BASINS BLOWERS &amp; ELEC</b>				
HDR ENGINEERING, INC.	1200498707	TASK ORDER #14 BLOWER PROCUREMENT PACKAGE AGREEMENT #50082	15,547.08	23037
Total WASTEWATER CIP EXPENDITURES:			15,547.08	
Total WASTEWATER CAPITAL IMPROVE FND:			15,547.08	
<b>PARKS/REC DEV TRUST FUND</b>				
<b>PARKS/REC TRUST EXPENDITURES</b>				
<b>93-4900-5910 WARM SPRINGS PRESR-RESTORATION</b>				
COPY CENTER LLC	2567	THANK YOU MAILER/POSTAGE	361.45	
EXPRESS PUBLISHING, INC.	10002196 0131	10002196 013123	396.60	
EXPRESS PUBLISHING, INC.	10002196 1231	10002196 123122	459.94	
CLEARMINDGRAPHICS	5566	MAP SIGN 4*4 REVISIONS	108.75	
NESTED STRATEGIES	1116	Extension of Warm Springs Preserve Contract 20638 30%-JAN 23 HOURS	2,500.00	20638
Total PARKS/REC TRUST EXPENDITURES:			3,826.74	
Total PARKS/REC DEV TRUST FUND:			3,826.74	
<b>DEVELOPMENT TRUST FUND</b>				
<b>DEVELOPMENT TRUST EXPENDITURES</b>				
<b>94-4900-8000 PEG GATEWAY MARRIOT AUTOGRAPH</b>				
WHITE PETERSON	24892R 013123	GATEWAY HOTEL DEVELOPMENT PROPOSAL 013123	4,011.30	
Total DEVELOPMENT TRUST EXPENDITURES:			4,011.30	
Total DEVELOPMENT TRUST FUND:			4,011.30	

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Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
Grand Totals:			<u>569,127.85</u>	

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Report Criteria:

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

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## City of Ketchum

February 21, 2023

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Right-of-Way Encroachment Agreement 22826 for the placement of a paver driveway in the public right-of-way at 230 Picabo Street.**

#### Recommendation and Summary

Staff recommends the Ketchum City Council approve the attached Right-of-Way Encroachment Agreement 22826 and adopt the following motion:

“I move to authorize the Mayor to sign Right-of-Way Encroachment Agreement 22826 with Ken Rizzotti.”

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

- The improvements will not impact the use or operation of Picabo Street.
- The improvements will not impact drainage or snow removal within the public right-of-way.
- The project complies with all standards for Right-of-Way Encroachment Permit issuance specified in Ketchum Municipal Code §12.12.060.

#### Introduction and History

The City of Ketchum received a building permit application on March 14<sup>th</sup>, 2022, for the construction of a new single-family residence and detached accessory dwelling unit (ADU) at 230 Picabo St. The application was approved on June 14<sup>th</sup>, 2022, with an asphalt driveway. The applicant has proposed a modification to the driveway materials, changing from asphalt to pavers, thus requiring a Right-of-Way Encroachment Agreement.

A public right-of-way is defined as improved or unimproved public property dedicated or deeded to the City for the purpose of providing vehicular, pedestrian, and public use. In Ketchum, the public rights-of-way consist of roadways, curbs, gutters, sidewalks, signage, and drainage facilities. The public rights-of-way are also used for public parking, wintertime snow storage, and conveyance of utilities, such as water, sewer, electricity, telephone, and cable.

#### Analysis

Pursuant to Ketchum Municipal Code §12.12.040.C, a Right-of-Way Encroachment Permit is required for any permanent encroachment of the public right-of-way where a permanent fixture to the ground or a building will occur. The associated Right-of-Way Encroachment Agreement is intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair, relocation, or removal of the encroachment. The standards for issuance of a Right-of-Way

Encroachment Permit are specified in Ketchum Municipal Code §12.12.060. The encroachments proposed for the 230 Picabo St (Rizzotti) Residence project comply with all standards.

Sustainability

The ROW Encroachment Permit does not limit the ability of the city to reach the goals of the Ketchum Sustainability Action Plan – 2020.

Financial Impact

There is no financial requirement from the city for this action.

Attachments

ROW Encroachment Agreement 22826

<b>RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:</b>  City Clerk, City of Ketchum PO Box 2315 Ketchum Idaho, 83340	
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(Space Above Line For Recorder's Use)

**RIGHT-OF-WAY ENCROACHMENT AGREEMENT 22826**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_, 2023, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho 83340 and KEN RIZZOTTI, ("Owner"), whose mailing address is Post Office Box 433 Sun Valley, ID 83353 and who owns real property located at 230 Picabo Street, Ketchum, ID 83340 ("subject property").

*RECITALS*

WHEREAS, Owner wishes to permit the placement of a paver driveway adjacent to the subject property from the property line to the edge of asphalt on Picabo Street. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements") and;

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

WHEREAS, following construction of the Improvements, the Owner will restore the right-of-way , as shown in Exhibit "A", acceptable to the Streets and Facilities Director;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

*TERMS AND CONDITIONS*

1. Ketchum shall permit Owner to install the Improvements identified in Exhibit "A" within the public right-of-way adjacent to 230 Picabo Street until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.
2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed. Any modification to the improvements identified in Exhibit "A" shall be approved by the City prior to any modifications taking place.
3. Owner shall be responsible for restoring the street, curb and gutter and landscaping that is altered due to the construction and installation of the Improvements, to the satisfaction of the Director of Streets and Facilities.

4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

5. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

6. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. This Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

12. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate, and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

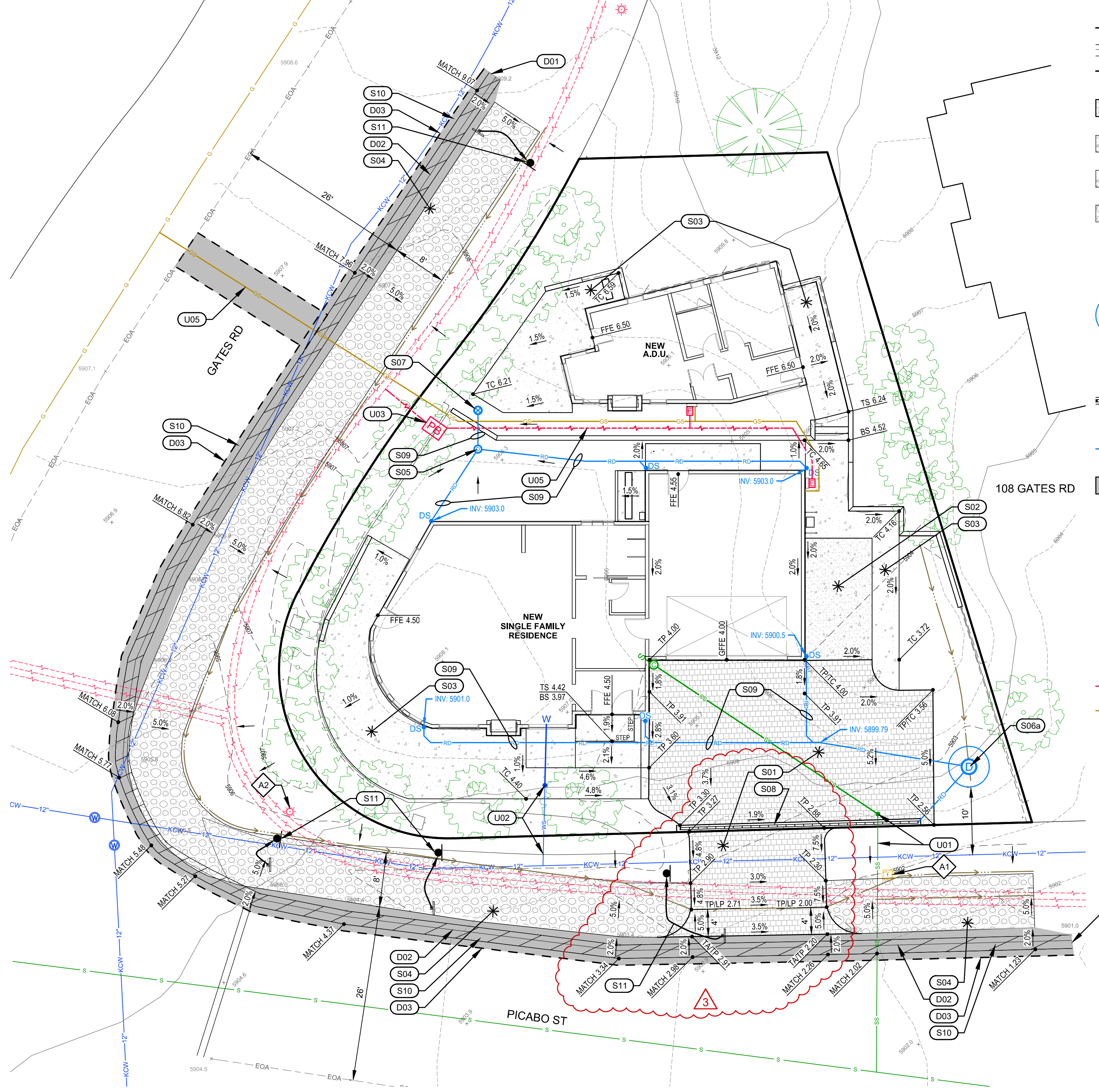




# EXHIBIT A

**CONSTRUCTION NOTES**

- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPWC) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPWC AND CITY OF KETCHUM STANDARDS ON SITE DURING CONSTRUCTION.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
- CONTRACTOR SHALL COORDINATE RELOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
- THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION (THIS MAY INCLUDE ENCROACHMENT PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE).
- ALL CLEARING & GRUBBING SHALL CONFORM TO ISPWC SECTION 201.
  - PROOF-ROLLING: AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO PLACING COURSE GRAVEL, THE CONTRACTOR SHALL PROOF ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER, LOADED WATER TRUCK, OR LOADED DUMP TRUCK, AS ACCEPTED BY THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS, AND/OR AREAS NOT CAPABLE OF COMPACTION ACCORDING TO THESE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS WHEN THE SOIL MOVES, PUMPS AND/OR DISPLACES UNDER ANY TYPE OF PRESSURE INCLUDING FOOT TRAFFIC LOADS.
  - IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO, OR PROTECTION OF, THE SUBGRADE, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATION OF UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH GEOTEXTILE FABRIC, AND BACKFILL WITH PIT RUN GRAVEL.
- ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPWC 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
- ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPWC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPWC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPWC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPWC SECTION 805.
- ASPHALT SAWCUTS SHALL BE AS INDICATED ON THE DRAWINGS, OR 24" INCHES FROM EDGE OF EXISTING ASPHALT, IF NOT INDICATED OTHERWISE SO AS TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
- TRAFFIC CONTROL SHALL BE PER THE TRAFFIC CONTROL PLAN. CONTRACTOR WILL NEED TO MAINTAIN ACCESS TO ALL PRIVATE PROPERTIES, UNLESS OTHERWISE COORDINATE WITH THE PROPERTY OWNER THROUGH THE CITY ENGINEER.
- ALL CONCRETE WORK SHALL CONFORM TO ISPWC SECTIONS 701, 703, AND 705. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPWC SECTION 703, TABLE 1. IMMEDIATELY AFTER PLACEMENT PROTECT CONCRETE BY APPLYING MEMBRANE-FORMING CURING COMPOUND, TYPE 2, CLASS A PER ASTM C 309-94. APPLY CURING COMPOUND PER MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS.
- ALL TRENCHING SHALL CONFORM TO ISPWC STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.
- CONSTRUCTION OF THE WATER SERVICE AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), IDAPA 58.01.08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.
- CONTRACTOR SHALL PRESSURE TEST, DISINFECT, AND CONDUCT BIOLOGICAL TESTING IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE PRESSURE TESTING, DISINFECTION, AND MICROBIOLOGICAL TESTING PROCEDURES.
- ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL BE ANSI/NSF STD. 61 COMPLIANT AND SHALL COMPLY WITH THE LOW LEAD ACT REQUIRING ALL MATERIALS TO HAVE A LEAD CONTENT EQUAL TO OR LESS THAN 0.25%.
- ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES.
- THE CONTRACTOR SHALL USE ANSI/NSF STANDARD 60 CHEMICALS AND COMPOUNDS DURING INSTALLATION & DISINFECTION OF POTABLE WATER MAIN.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIRING A MATERIALS TESTING COMPANY DURING CONSTRUCTION TO VERIFY ALL COMPACTION AND MATERIAL PLAN AND SPECIFICATION REQUIREMENTS ARE MET. QUALITY CONTROL DOCUMENTATION OF TESTING FOR WORK IN RIGHT-OF-WAY MEETING CITY OF KETCHUM CODE SECTION 12.04.040 (CONCRETE, AGGREGATE BASE COMPACTION, ASPHALT COMPACTION) WILL BE NECESSARY FOR CERTIFICATE OF OCCUPANCY.
- TOPOGRAPHIC, SITE, AND BOUNDARY SURVEY SHOWN HEREON WAS CONDUCTED BY BENCHMARK AND ASSOCIATES, 10/2021.
- LOW GROUND COVER DROUGHT TOLERANT PLANT MATERIAL TO BE PLANTED BETWEEN GRAVEL AREA AND PROPERTY LINE.



- UTILITY KEY NOTES**
- U01 CONNECT TO EXISTING SEWER SERVICE. CONTRACTOR SHALL CONFIRM THE LOCATION OF SEWER SERVICE.
  - U02 CONNECT TO EXISTING WATER SERVICE. CONTRACTOR SHALL CONFIRM THE LOCATION OF SEWER SERVICE.
  - U03 INSTALL POWER BOX (TRANSFORMER). BY OTHERS.
  - U04 INSTALL BURIED POWER SERVICE. BY OTHERS.
  - U05 SAWCUT ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE. INSTALL GAS SERVICE. CONSTRUCT ASPHALT ROADWAY REPAIR. REFER TO DETAIL / C2.0 FOR TRENCH DETAIL. BY OTHERS.

- UTILITY KEY NOTES**
- U01 CONNECT TO EXISTING SEWER SERVICE. CONTRACTOR SHALL CONFIRM THE LOCATION OF SEWER SERVICE.
  - U02 CONNECT TO EXISTING WATER SERVICE. CONTRACTOR SHALL CONFIRM THE LOCATION OF SEWER SERVICE.
  - U03 INSTALL POWER BOX (TRANSFORMER). BY OTHERS.
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**LEGEND**

**EXISTING ITEMS**

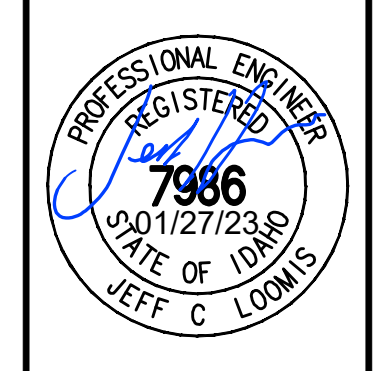
- Property Line
- Adj. Lot Line
- 5' Contour Interval
- 1' Contour Interval
- Edge of Asphalt
- EOA
- Concrete Rolled Curb
- Buried Power Line
- Gas Line
- Utility Riser
- Street Light
- Water Valve
- Sewer Main
- Sewer Service
- Ketchum City Water Line (12")
- Water Service

**PROPOSED ITEMS**

- Asphalt
- Concrete
- Flow Line of Ditch/Swale
- Spot Elevation
- Grade / Slope
- Gravel Shoulder
- Drywell
- Catch Basin
- Storm/Roof Drain
- Down Spout
- Invert of Roof Drain
- Trench Drain
- Sewer Cleanout
- Sewer Service
- Water Service
- 5' Contour Interval
- 1' Contour Interval
- Bottom of Step
- FFE = Finished Floor Elevation
- INV = Invert
- LP = Low Point
- TA = Top of Asphalt
- TC = Top of Concrete
- TG = Top of Grate
- TP = Top of Pavers
- TS = Top of Step
- Sawcut Line
- Power Box
- Power Meter
- Buried Power Service
- Buried Gas Service

**GRAPHIC SCALE**  
Scale in Feet: 0, 10, 20

**SITE GRADING AND DRAINAGE PLAN**  
**LOT 3D, BLK 2, GREYHAWK (230 PICABO STREET LN)**  
LOCATED WITHIN SECTION 14, T. 4 N., R. 17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
PREPARED FOR KEEN AND LINDA RIZOTTI



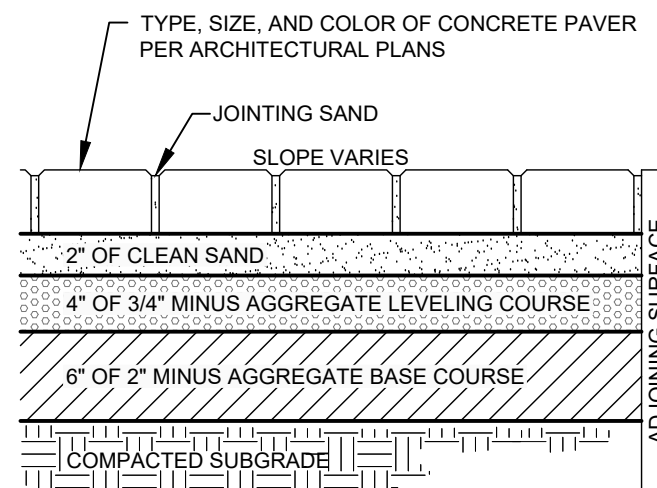
DESIGNED BY  
CT  
DRAWN BY  
JCL  
CHECKED BY

**GALENA ENGINEERING, INC.**  
Civil Engineers & Land Surveyors  
317 N. River Street  
Halley, Idaho 83333  
email: galena@galena-engineering.com  
(208) 768-1705

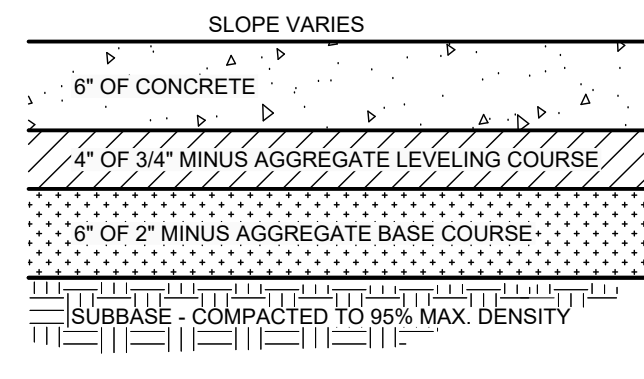
NO.	DATE	BY	REVISIONS
A	11/03/22	CT	CHANGE DRIVEWAY TO PAVERS
JL	01/04/23	JL	UPDATES PER CITY COMMENTS (12/28/22)
JL	01/27/23	JL	UPDATES PER CITY EMAIL CORRESPONDENCE (01/25/23)

**C1.0**

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extension of this project except by agreement in writing with Galena Engineering, Inc.



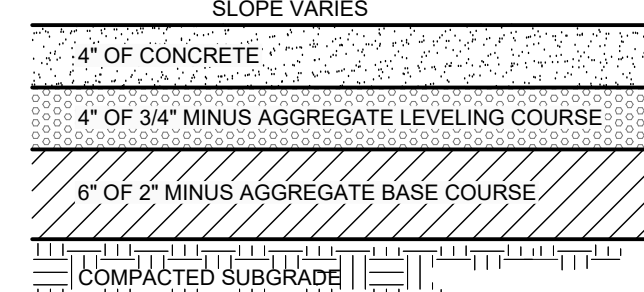
1 C2.0 PAVER DETAIL N.T.S.



TYPICAL CONCRETE PARKING SECTION

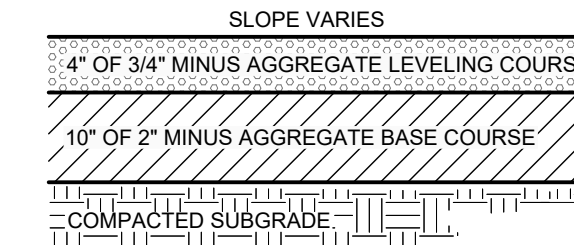
- NOTE:
1. MAXIMUM AND NORMAL TRAVERSE JOINT SPACING IS 15'. THE MINIMUM TRAVERSE JOINT SPACING IS 9'. ALL TRAVERSE JOINTS MUST CONNECT ACROSS THE PAVEMENT. NORMAL LONGITUDINAL JOINT SPACING IS 12' AND THE MAXIMUM IS 15'.
  2. JOINTS IN THE CURBS TO COINCIDE WITH TRAVERSE JOINTS IN THE PAVEMENT.
  3. CONSTRUCT SAWED JOINTS 1/4" WIDE AND FILL WITH HOT POURED ELASTOMERIC JOINT FILLER MEETING REQUIREMENTS OF ASTM D-3405 OR D-3406.

2 C2.0 TYPICAL CONCRETE PARKING DETAIL N.T.S.



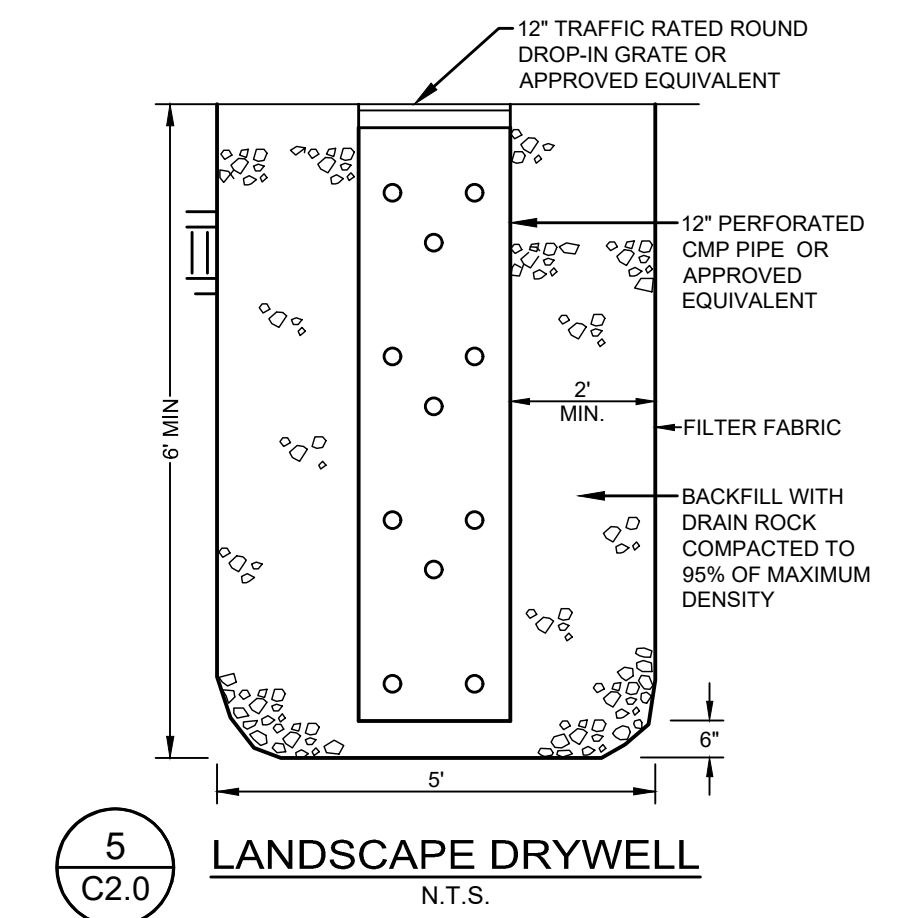
- NOTES:
1. SUBBASE CAN BE 2" TYPE II OR 1/2" TYPE I CRUSHED AGGREGATE BASE COURSE.
  2. MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
  3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.
  4. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADI.
  5. CONTINUOUS PLACEMENT PREFERRED. SCORE INTERVALS 10-FEET MAXIMUM SPACING (8-FEET W/SIDEWALK).

3 C2.0 TYPICAL CONCRETE PATIO / ON-SITE SIDEWALK SECTION N.T.S.

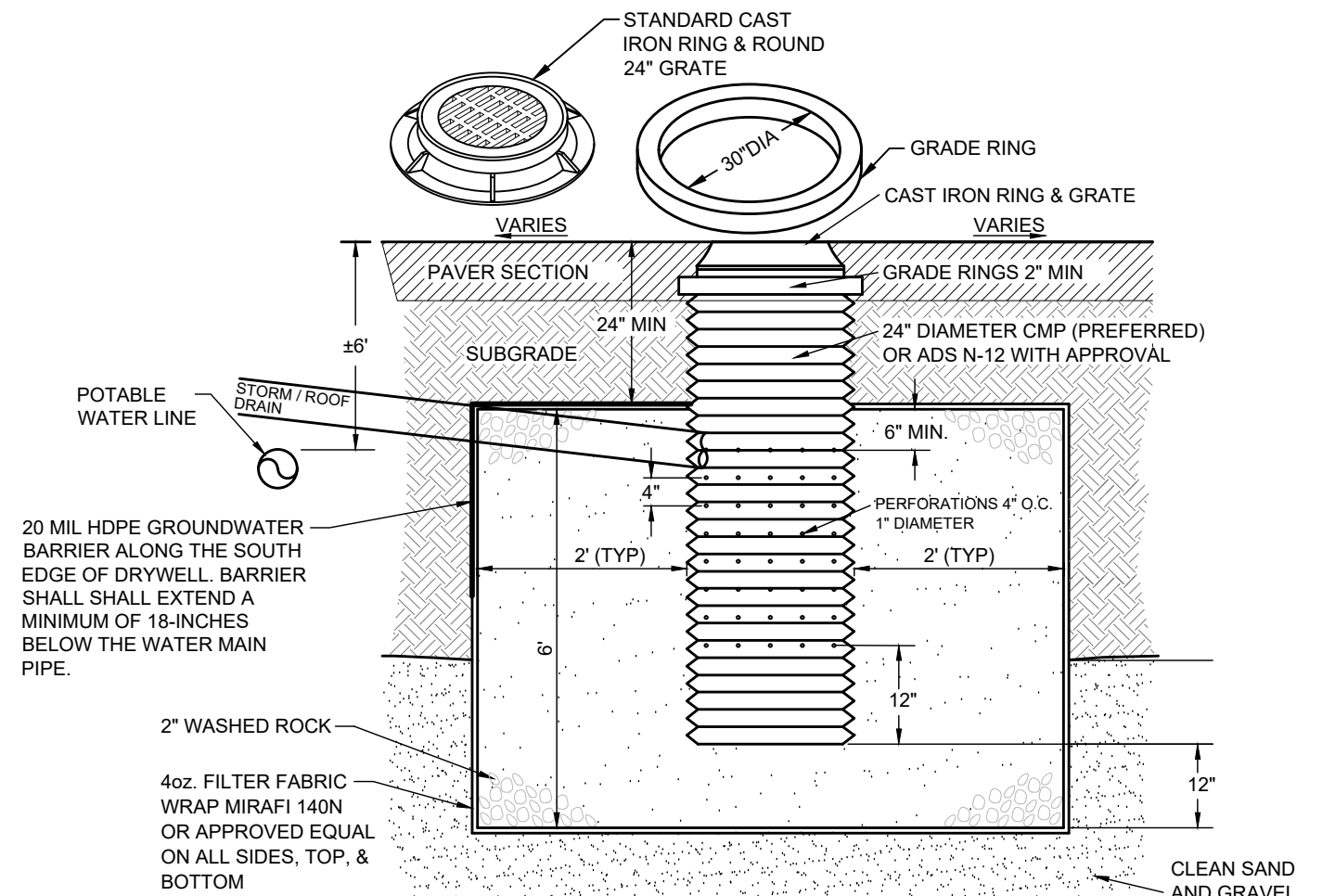


- NOTES:
1. SUBBASE CAN BE 2" TYPE II OR 1/2" TYPE I CRUSHED AGGREGATE BASE COURSE.
  2. MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

4 C2.0 TYPICAL GRAVEL SECTION N.T.S.

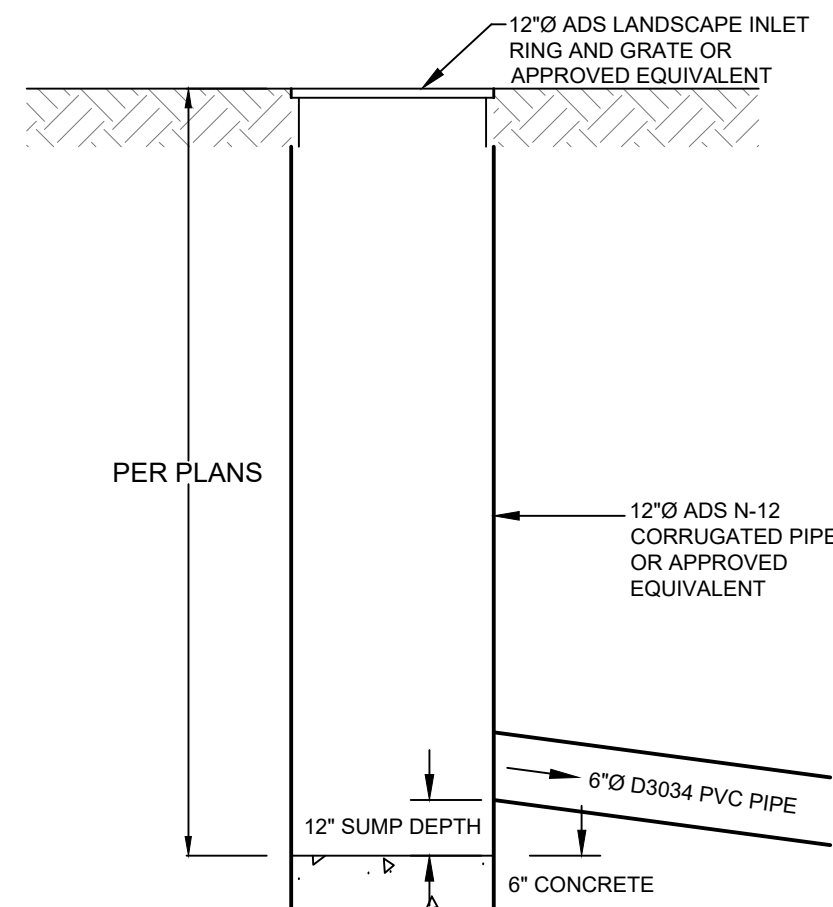


5 C2.0 LANDSCAPE DRYWELL N.T.S.

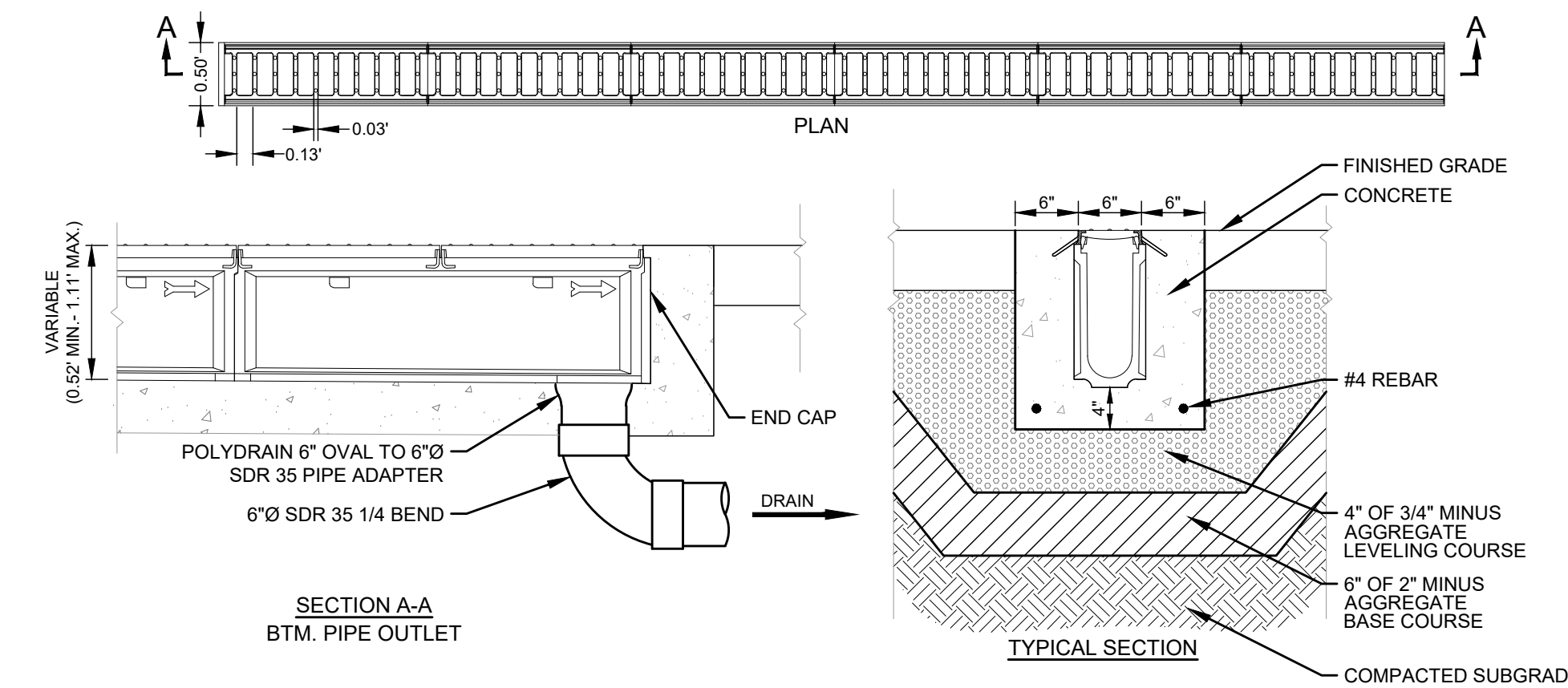


NOTE: THE BED SHALL BE EXCAVATED A MINIMUM OF 24" INTO CLEAN SAND AND GRAVEL. MAXIMUM DEPTH SHALL NOT EXCEED 12 FEET. IF CLEAN SAND AND GRAVEL IS NOT ENCOUNTERED WITHIN 12 FEET, THE CONTRACTOR SHALL CONTACT THE DESIGN ENGINEER.

6 C2.0 DRYWELL DETAIL (6" Ø) N.T.S.

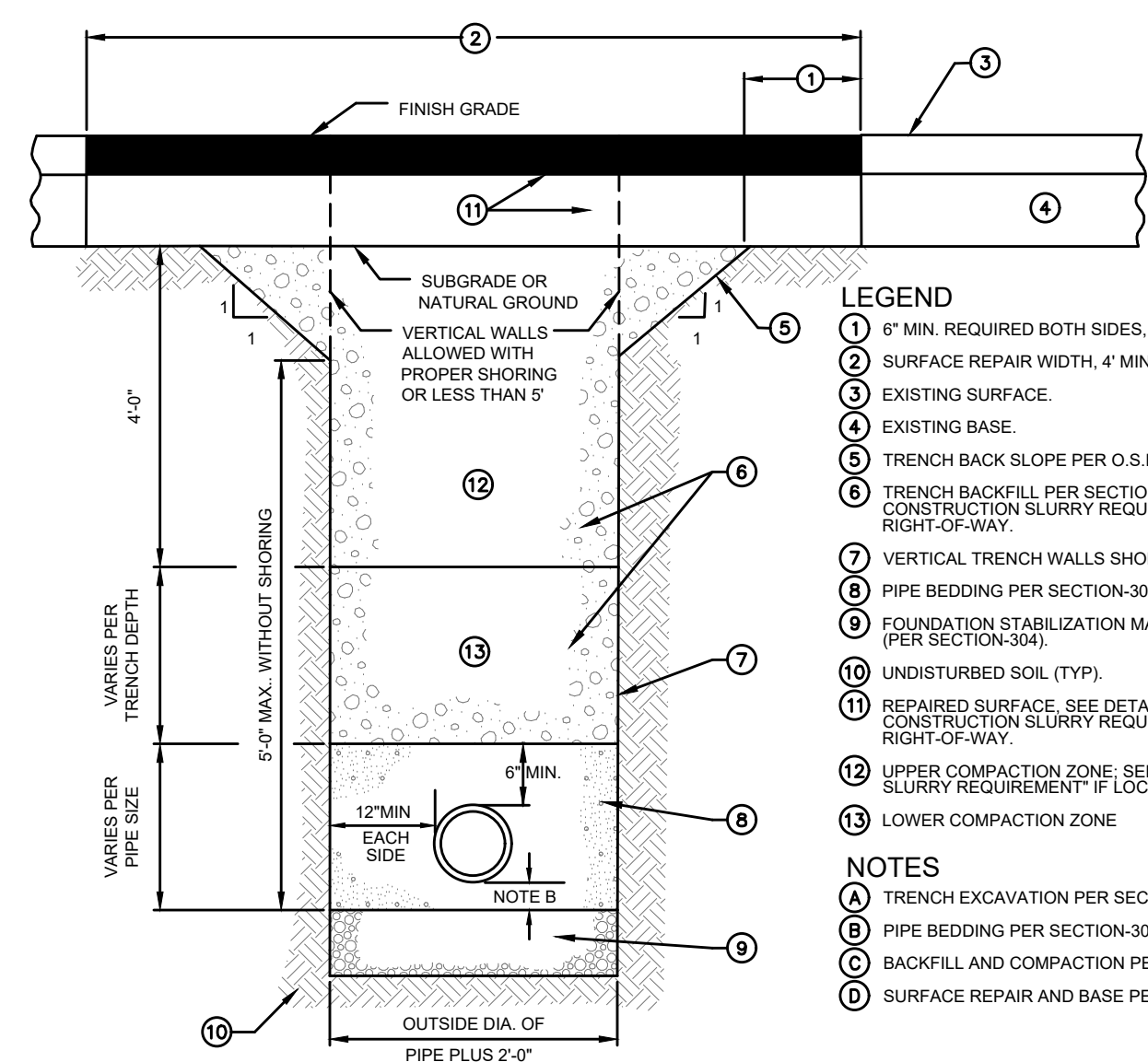


7 C2.0 12" Ø LANDSCAPE CATCH BASIN N.T.S.



- NOTES:
1. LINE DRAIN IS SUITABLE FOR APPLICATIONS FOR CONTROLLING SPREAD IN GUTTER FLOW CONDITIONS OR TO INTERCEPT SHEET FLOW. TYPICAL APPLICATION IS AT THE STREET CURB OR BARRIER.
  2. THE FRAME AND GRATE IS SUITABLE FOR PEDESTRIAN AND BICYCLE TRAFFIC AND RATED FOR H-25 AND HS-25 LOADS.
  3. CONCRETE THICKNESS, TYPE, AND AMOUNT OF REINFORCEMENT TO BE SAME AS ADJACENT PAVEMENT OR GREATER. PERFORM STRUCTURAL ANALYSIS TO DETERMINE REQUIREMENTS FOR APPLICATION.
  4. TOP OF GRATE TO BE INSTALLED FLUSH TO 1/8 IN BELOW FINISHED GRADE. BEVEL CONCRETE TO TOP OF GRATE IF BELOW FLUSH.

8 C2.0 TRENCH DRAIN DETAIL (ABT INTERCEPTOR LINE DRAIN OR APPROVED EQUAL) N.T.S.



- LEGEND
- 1 6" MIN. REQUIRED BOTH SIDES, SAWCUT REQUIRED.
  - 2 SURFACE REPAIR WIDTH: 4" MINIMUM.
  - 3 EXISTING SURFACE.
  - 4 EXISTING BASE.
  - 5 TRENCH BACK SLOPE PER O.S.H.A. OR SUITABLE SHORING.
  - 6 TRENCH BACKFILL PER SECTION-306, OR SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
  - 7 VERTICAL TRENCH WALLS SHORING PER O.S.H.A.
  - 8 PIPE BEDDING PER SECTION-305 (SEE SD-302).
  - 9 FOUNDATION STABILIZATION MAY VARY PER SOIL TYPE AND STABILITY (PER SECTION-304).
  - 10 UNDISTURBED SOIL (TYP).
  - 11 REPAIRED SURFACE. SEE DETAILS 1 AND 2. SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
  - 12 UPPER COMPACTION ZONE. SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
  - 13 LOWER COMPACTION ZONE.
- NOTES
- A TRENCH EXCAVATION PER SECTION-301.
  - B PIPE BEDDING PER SECTION-305.
  - C BACKFILL AND COMPACTION PER SECTION-306.
  - D SURFACE REPAIR AND BASE PER DETAIL 3IC20.

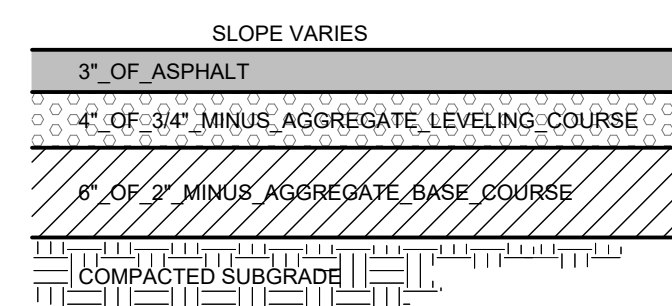
**KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT**  
 IN AREAS WHERE IT IS NECESSARY TO CUT THE ASPHALT PAVEMENT AND DIG A TRENCH FOR BURIAL OF CONDUIT CABLE OR OTHER CITY UTILITY, THE TRENCH SHALL BE BACKFILLED WITH A LEAN CONCRETE MIX TO THE BOTTOM OF FINISH SURFACE MATERIAL WITH THE FOLLOWING PROPORTIONS OF MATERIALS:

COARSE AGGREGATE (1/2" MINUS)	2,800 LBS.
SAND	800 LBS.
PORTLAND CEMENT	94 LBS.
WATER	11 GAL. (MAX.)

WATER CONTENT IS MAXIMUM AND MAY BE REDUCING DOWNWARD. CARES SHALL BE TAKEN TO ASSURE THAT EXCESS WATER IS NOT PRESENT IN THE MIXING DRUM PRIOR TO CHARGING THE MIXER WITH MATERIALS. THOROUGH MIXING WILL BE REQUIRED PRIOR TO DISCHARGE.

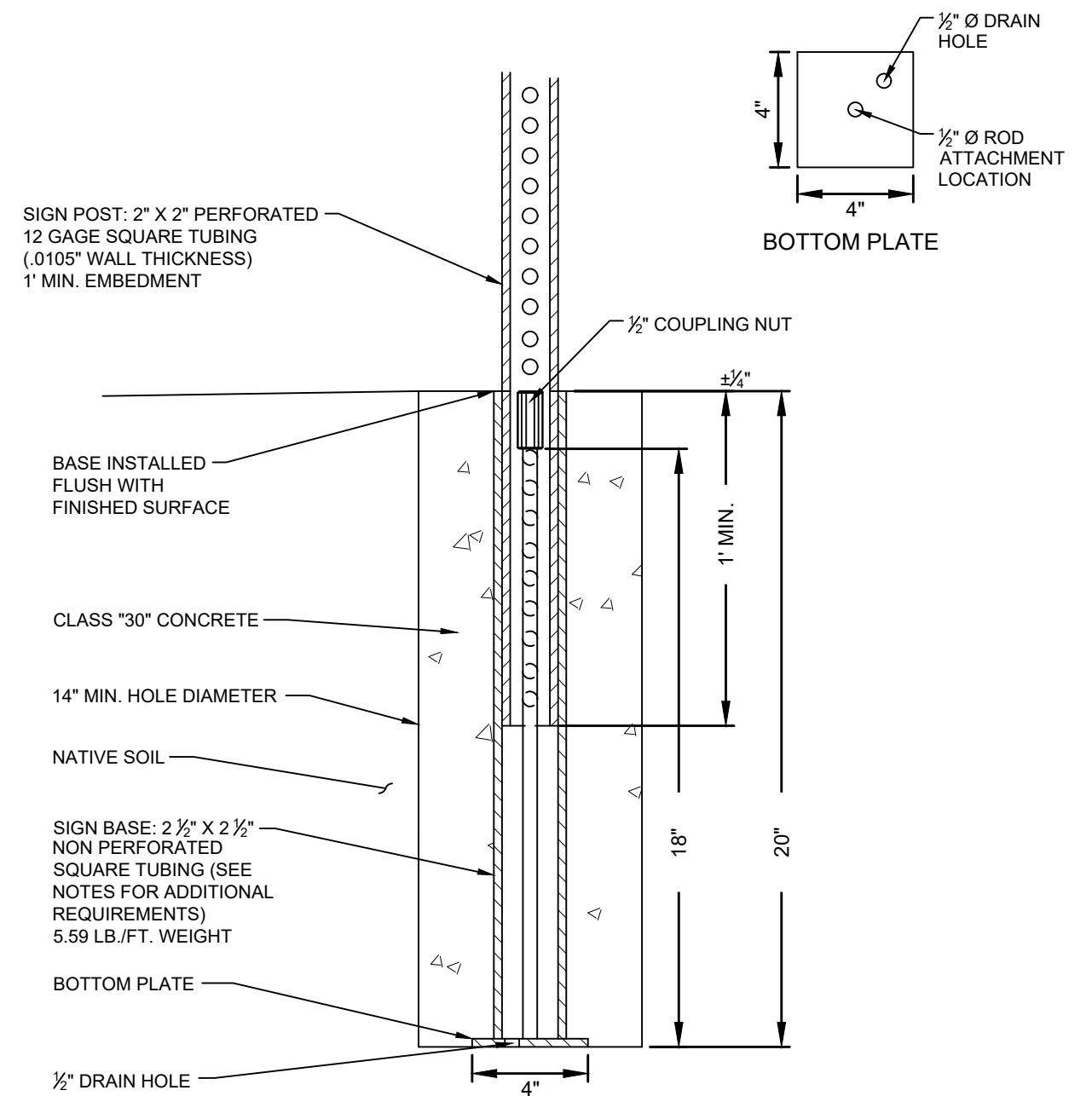
NO COMPACTION, VIBRATION OR FINISHING IS REQUIRED. THE LEAN CONCRETE MIX SHALL BE STRUCK OFF AT OR BELOW THE ELEVATION OF THE PLANTMIX SURFACING WITH A SQUARE-NOSE SHOVEL OR SIMILAR HAND TOOL. THE BACKFILL MIX SHALL BE ALLOWED TO SET FOR A MINIMUM OF 2 HOURS BEFORE THE PERMANENT PLANTMIX SURFACING IS PLACED TO COMPLETE THE TRENCH REPAIR. TEMPORARY PLACEMENT OF ASPHALT COLD MIX SURFACING MAY BE NECESSARY TO ACCOMMODATE TRAFFIC WITHIN THE FIRST 2 HOURS OF BACKFILL PLACEMENT PRIOR TO COMPLETING THE PERMANENT REPAIR.

9 C2.0 TYPICAL TRENCH SECTION N.T.S.



- NOTES:
1. SUBBASE CAN BE 2" TYPE II OR 1/2" TYPE I CRUSHED AGGREGATE BASE COURSE.
  2. MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
  3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.

10 C2.0 STREET ASPHALT SECTION N.T.S.



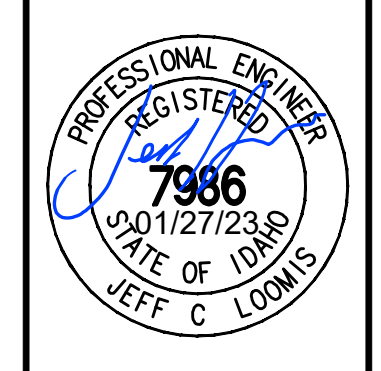
- NOTES:
1. BASES SHALL BE INSTALLED TO BE FLUSH WITH SURFACE.
  2. ALL INSTALLATIONS SHALL HAVE 14" Ø MINIMUM FOUNDATION OR GROUTED INTO SOLID ROCK.
  3. ALL STREET SIGNS SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE MUTCD.
  4. SIGN PLACEMENT SHALL BE APPROVED BY THE CITY OF KETCHUM.
  5. CITY TO PROVIDE BASES.

SIGN BASE MATERIAL & DIMENSION REQUIREMENTS

2 1/2" OUTSIDE TUBE STEEL (20' LENGTH)
2 1/2" INSIDE TUBE STEEL
3/4" THICK
INTERNAL ROD MATERIAL & DIMENSION REQUIREMENTS
1/2" COLD ROLLED ROD (18" LENGTH)
1/2" COUPLING NUTS
BOTTOM PLATE MATERIAL & DIMENSION REQUIREMENTS
4" x 4" x 1/2" STEEL STRAP

11 C2.0 TYPICAL SIGN BASE N.T.S.

**DETAIL SHEET**  
**LOT 3D, BLK 2, GREYHAWK (230 PICABO STREET LN)**  
 LOCATED WITHIN SECTION 14, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 PREPARED FOR KEEN AND LINDA RIZOTTI



DESIGNED BY  
 CT  
 DRAWN BY  
 JCL  
 CHECKED BY

**GALENA ENGINEERING, INC.**  
 Civil Engineers & Land Surveyors  
 317 N. River Street  
 Hailey, Idaho 83433  
 (208) 768-1705  
 email: galena@galena-engineering.com

NO.	DATE	BY	REVISIONS
A	11/05/22	CT	CHANGE DRIVEWAY TO PAVERS
JL	01/04/23	JL	UPDATES PER CITY COMMENTS (12/28/22)
JL	01/27/23	JL	UPDATES PER CITY EMAIL CORRESPONDENCE (01/25/23)

PURPOSE: ISSUE FOR REVIEW  
 C2.0



## City of Ketchum

February 21, 2023

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Right-of-Way Encroachment Agreement 22829 for the placement of a paver driveway in the public right-of-way adjacent to 110 Belmont Drive**

#### Recommendation and Summary

Staff recommends the Ketchum City Council approve the attached Right-of-Way Encroachment Agreement 22829 and adopt the following motion:

**"I move to authorize the Mayor to sign Right-of-Way Encroachment Agreement 22829 between the City and Brian and Sandra Caulkins."**

The reasons for the recommendation are as follows:

- The improvements will not impact the use or operation of Belmont Drive.
- The improvements will not impact drainage or snow removal within the public right-of-way.
- The project complies with all standards for Right-of-Way Encroachment Permit issuance specified in Ketchum Municipal Code §12.12.060.
- No snowmelt is being proposed.

#### Introduction and History

The project proposes to improve the right-of-way along Belmont Drive per the City of Ketchum's street standards. The project proposes to replace the existing deteriorating asphalt driveway and replace it with a non-heated paver driveway from the garage to the edge of asphalt of Belmont Drive.

A public right-of-way is defined as improved or unimproved public property dedicated or deeded to the City for the purpose of providing vehicular, pedestrian, and public use. In Ketchum, the public rights-of-way consist of roadways, curbs, gutters, sidewalks, signage, and drainage facilities. The public rights-of-way are also used for public parking, wintertime snow storage, and conveyance of utilities, such as water, sewer, electricity, telephone, and cable.

#### Analysis

Pursuant to Ketchum Municipal Code §12.12.040.C, a Right-of-Way Encroachment Permit is required for any permanent encroachment of the public right-of-way where a permanent fixture to the ground or a building will occur. The associated Right-of-Way Encroachment Agreement is intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair, relocation, or removal of the encroachment. The standards for issuance of a Right-of-Way

Encroachment Permit are specified in Ketchum Municipal Code §12.12.060. The encroachments proposed for the 110 Belmont project complies with all standards.

Sustainability

The proposed project does not limit the city's ability to reach its sustainability goals outlined in the 2020 Ketchum Sustainability Action Plan.

Financial Impact

There is no financial requirement from the city for this action.

Attachments

ROW Encroachment Agreement 22829 and Exhibits

**WHEN RECORDED, PLEASE RETURN TO:**

**OFFICE OF THE CITY CLERK  
CITY OF KETCHUM  
POST OFFICE BOX 2315  
KETCHUM, IDAHO 83340**

---

**RIGHT-OF-WAY ENCROACHMENT AGREEMENT 22829**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_, 2023, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and Brian and Sandra Caulkins (collectively referred to as "Owner"), whose address is PO Box 3798, Ketchum, ID 83340.

*RECITALS*

WHEREAS, Owner is the owner of real property described as 110 Belmont Drive ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit placement of a non-heated paver driveway. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

WHEREAS, the Owner will restore the sidewalk, street, curb and gutter and any landscaping back to the original condition acceptable to the Streets and Facilities Director;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

*TERMS AND CONDITIONS*

1. Ketchum shall permit Owner to install a non-heated paver driveway identified in Exhibit "A" within the public right-of-way on 110 Belmont Drive, until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.

2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed. Any modification to the improvements identified in Exhibit "A" shall be approved by the City prior to any modifications taking place.

3. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the vault, to the satisfaction of the Director of Streets and Facilities.

4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall

further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

5. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

6. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. This Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

12. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate, and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

OWNER:

CITY OF KETCHUM:

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

By: \_\_\_\_\_  
Neil Bradshaw  
Its: Mayor

STATE OF \_\_\_\_\_,     )  
   ) ss.  
County of \_\_\_\_\_.         )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

STATE OF IDAHO     )  
   ) ss.  
County of Blaine    )

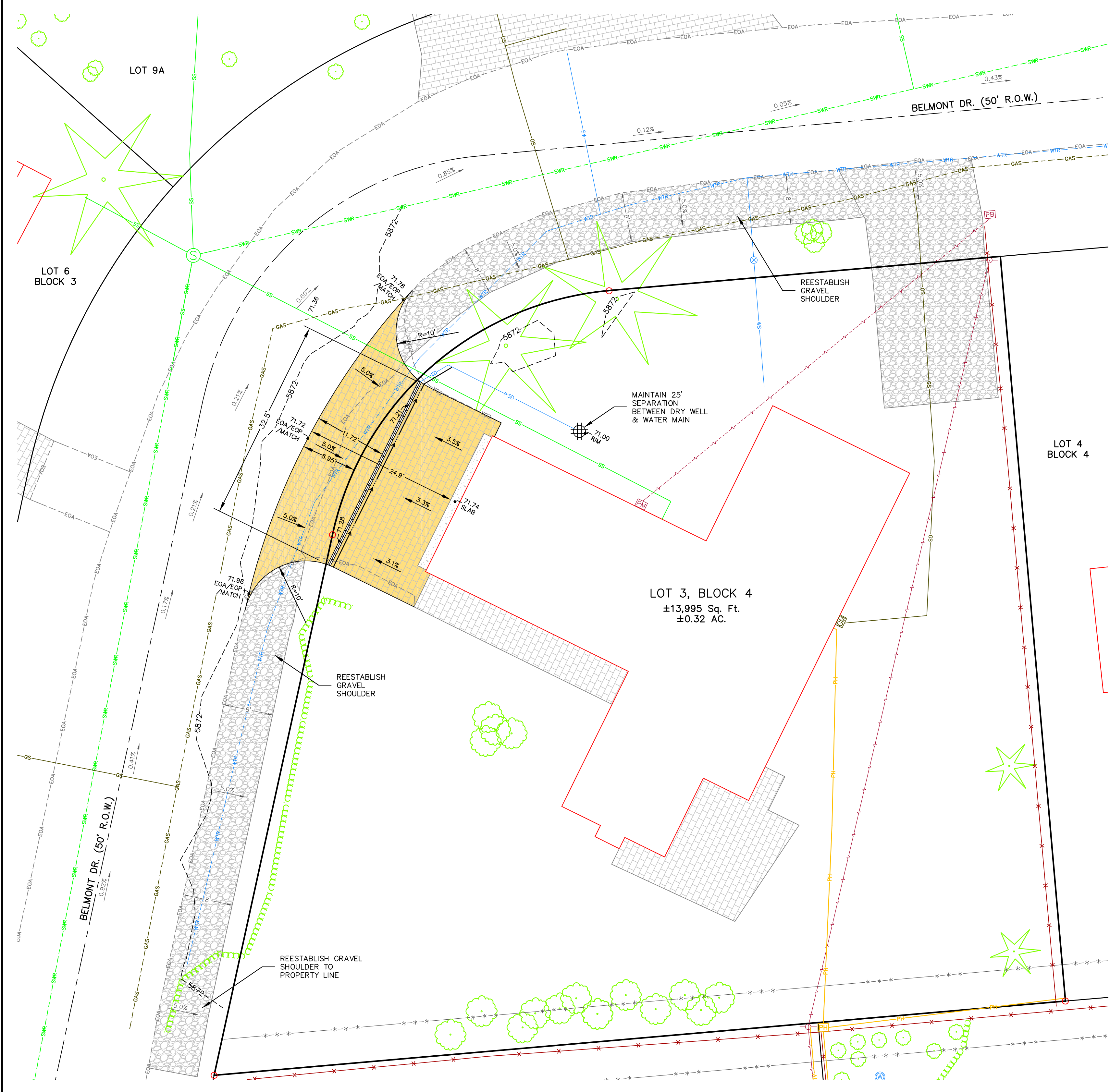
On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_



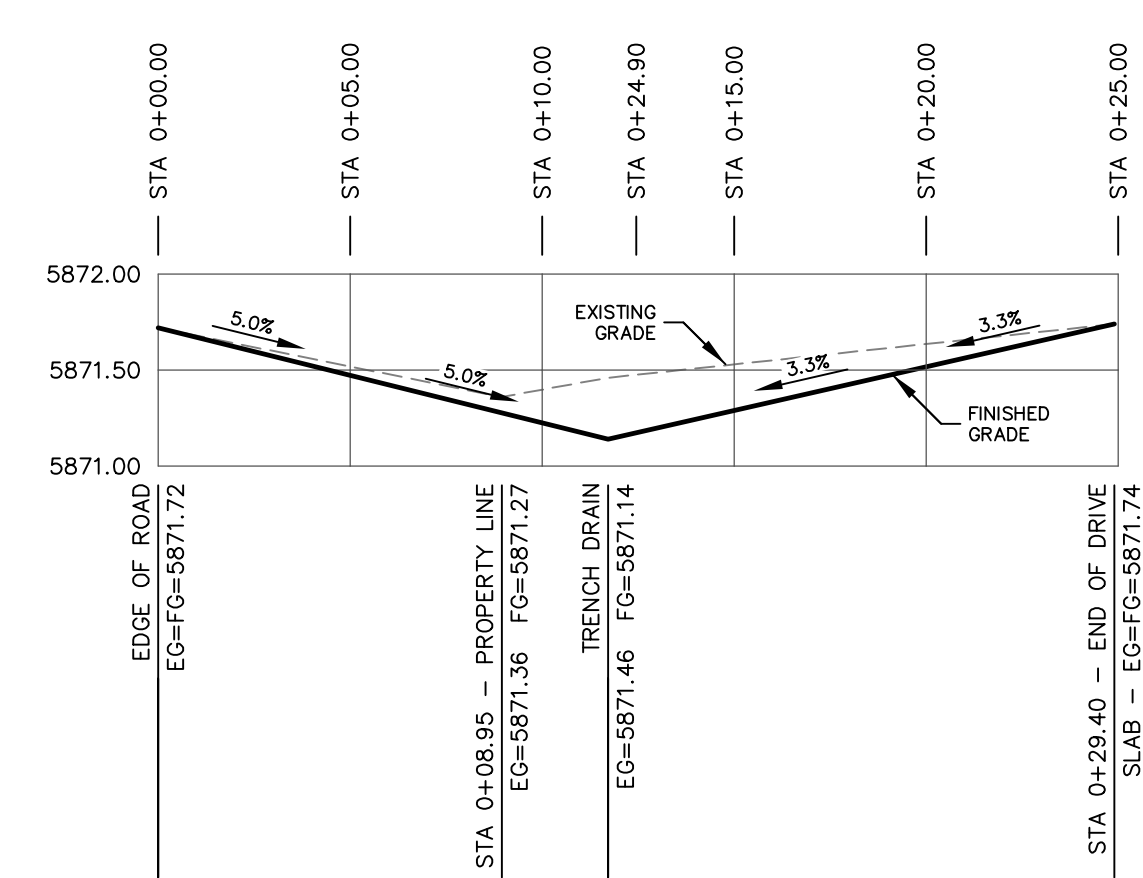
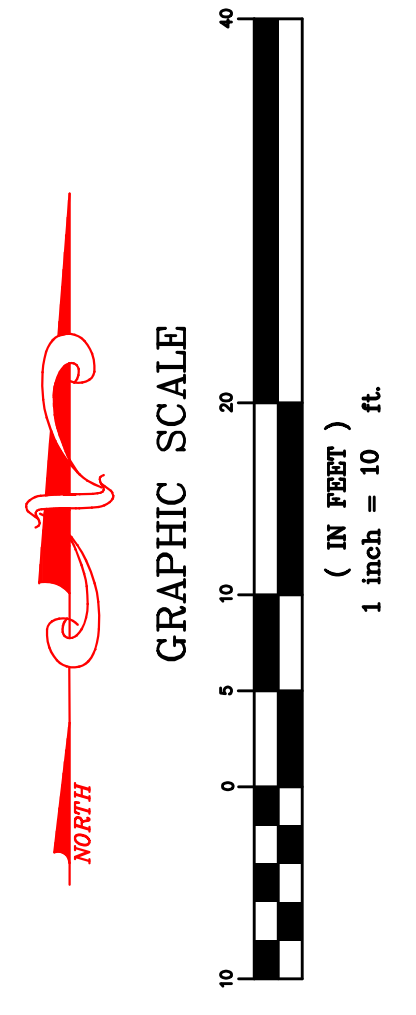
**EXHIBIT "A"**



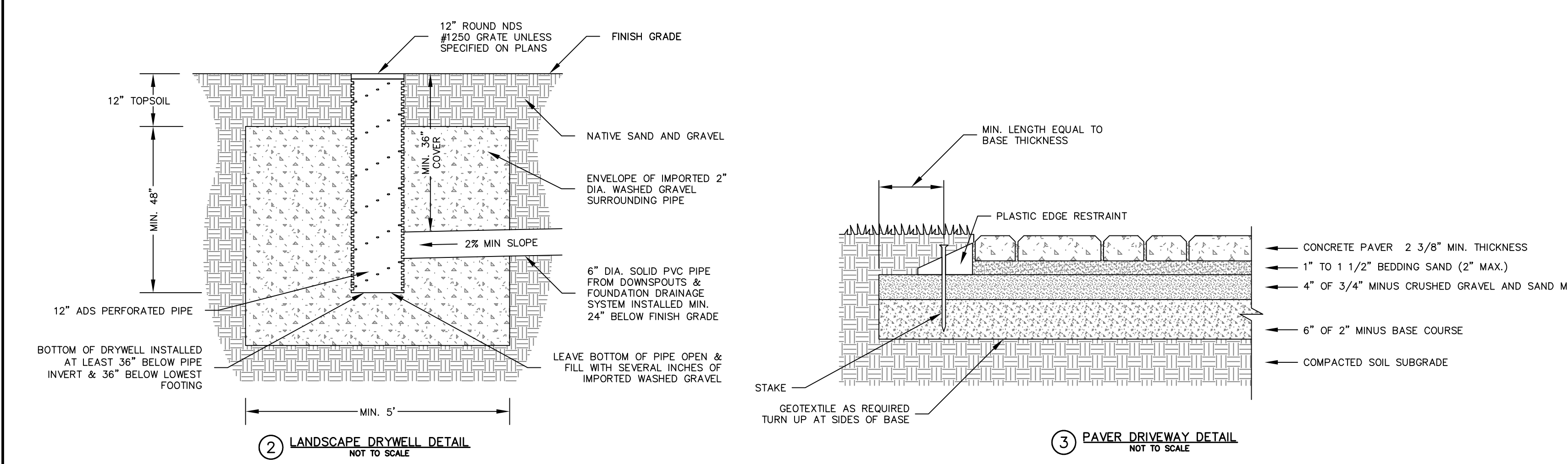
### LEGEND

- Subject Boundary
- Adjoiners Boundary
- Public Drainage & Utility Easement
- Centerline Right-of-Way
- Existing Edge of Asphalt
- Existing Pavers
- Existing Concrete
- Existing Gravel
- Existing 1' Contour
- Existing Fence
- Existing Building
- Existing Deck
- Existing Water Main
- Existing Water Service
- Existing Sewer Main
- Existing Sewer Service
- Existing Overhead Power
- Existing Underground Power Service
- Existing Gas Main
- Existing Gas Service
- Existing Phone
- Existing CA/TV
- Existing Dripline/Edge of Vegetation
- Existing Drainage Flowline
- Proposed Paver Driveway
- Proposed 1' Contour
- Proposed 6" Dia. Storm Drain Pipe
- Proposed Drainage Flowline
- Found 1/2" Rebar
- Existing Water Valve
- Existing Well
- Existing Sewer Manhole
- Existing Power Pole
- Existing Power Box
- Existing Power Meter
- Existing Gas Meter
- Existing Phone Box
- Existing Conifer Tree
- Existing Desiduous Tree
- Proposed Driveway Trench Drain
- Proposed Landscape Drywell
- Proposed Spot Elevation (70.00=5870.00')
- Existing Grade
- Proposed Grade
- Garage Slab Elevation
- EOP Edge of Pavers
- EOA Edge of Asphalt
- RIM Dry Well Rim Elevation
- MATCH Match Existing Elevation

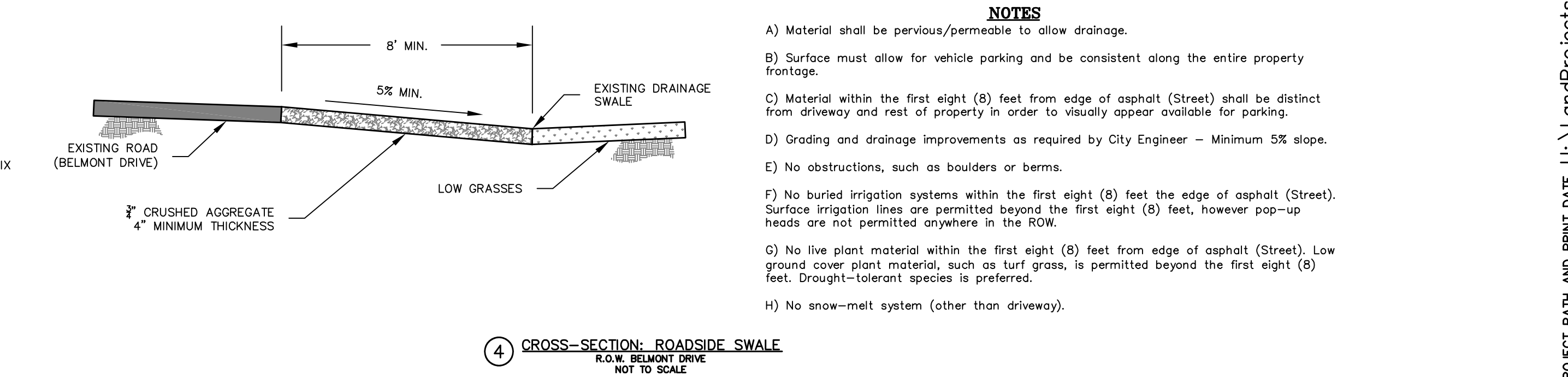
- ### NOTES
- 1) Basis of Bearings is Idaho State Plane Coordinate System, NAD83, Central Zone, at Grid in US Survey Feet. Vertical Datum is NAVD1988.
  - 2) Boundary Information is from the Plat of Warm Springs Valley Subdivision, Instrument Number 19580; Records of Blaine County, Idaho.
  - 3) Current Zoning appears to be City of Ketchum Limited Residential District, LR.
  - 4) Not all trees and vegetation are shown, some locations are approximate.
- ### GENERAL CONSTRUCTION NOTES
- 1) Utility Locations shown are based on Digline, visual surface evidence, City Maps, previous projects in the vicinity, and are approximate. Contractor shall be responsible for locating existing utilities prior to commencing and during construction.
  - 2) All construction shall be in accordance with the most current edition of the Idaho Standards for Public Works Construction, ISPWC, and the City of Ketchum, Idaho, Codes and Standards. The contractor shall be responsible for obtaining and keeping a copy of the ISPWC and the City of Ketchum Codes and Standards on site during construction.
  - 3) Per Idaho Code, 55-1613, the contractor shall retain and protect all monuments, accessories to corners, benchmarks, and points set in control surveys. All monuments, accessories to corners, benchmarks, and points set in control surveys that are lost or disturbed by construction shall be reestablished and re-monumented, at the expense of the agency or person causing their loss or disturbance under the direction of a Professional Land Surveyor.
  - 4) The contractor shall clean up the site after construction so that it is in a condition equal to or better than that which existed prior to construction.
  - 5) The contractor shall be required to obtain all the necessary permits prior to construction and shall check with the City of Ketchum for permits the owner may have already obtained.
  - 6) Trenches shall be backfilled and compacted to a minimum of 95% of maximum density as determined by AASHTO T-99.
  - 7) All clearing and grubbing shall conform to ISPWC Section 201 and city of Ketchum Standards of excavation and backfill.
  - 8) All excavation and embankment shall conform to ISPWC Section 202 and City of Ketchum Standards for excavation and backfill. Excavated subgrade shall be compacted and all unsuitable sections removed and replaced with structural fill as determined by the Engineer per ISPWC Section 204. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO T-99 or IDT T-91.
  - 9) All 2" minus aggregate shall be placed in conformance with ISPWC Section 802. It shall be compacted per ISPWC Section 202 and the City of Ketchum Standards. 2" minus crushed aggregate material shall conform to ISPWC Section 802 Type II and to the City of Ketchum Specifications. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO T-99 or IDT T-91.
  - 10) All 3/4" minus aggregate shall be placed in conformance with ISPWC Section 802. It shall be compacted per ISPWC Section 202 and the City of Ketchum Standards. 3/4" minus crushed aggregate for leveling course shall conform to ISPWC Table 802 Type I and to the City of Ketchum Specifications. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO T-99 or IDT T-91.
  - 11) All asphaltic concrete pavement work shall conform to ISPWC Section(s) 805, 810, and 811 for Class II pavement and to the City of Ketchum Standards. Asphalt aggregate shall be 1/2" nominal size conforming to Table 803b in ISPWC Section 803. Asphalt binder shall be PG 58-28 conforming to Table A-1 in ISPWC Section 805.
  - 12) All concrete form work shall conform to ISPWC Sections 701 and 703. All concrete shall be 3,000 psi minimum, 28 day, as defined in ISPWC Section 703, Table 1.C.
  - 13) All edges of existing asphalt paving shall be saw cut a minimum of 24" to provide a clean pavement edge for matching. No wheel cutting shall be allowed. Pavement shall be cut prior to paving to prevent damage to the cut edge.
  - 14) The contractor shall be responsible for providing traffic control per the current edition of the US Department of Transportation Manual of Uniform Traffic Control Devices (MUTCD).
  - 15) Trench Drain shall be a 6" wide HDPE channel with a 0.75 built in channel slope (ZURN Flo-Thru Model Z886, ABT Interceptor Model A-67, or equivalent). Grate shall be ductile iron with a slotted pattern. All components shall be rated for H-20 loading.
  - 16) Alpine Enterprises Inc. is not responsible for any deviation from these plans, unless such changes have been authorized in writing.



1 DRIVEWAY PROFILE VIEW  
VERT. 1"=1'  
HORIZ. 1"=5'



2 LANDSCAPE DRYWELL DETAIL NOT TO SCALE  
3 PAVEMENT DRIVEWAY DETAIL NOT TO SCALE



4 CROSS-SECTION: ROADSIDE SWALE  
R.O.W. BELMONT DRIVE  
NOT TO SCALE

- ### NOTES
- A) Material shall be pervious/permeable to allow drainage.
  - B) Surface must allow for vehicle parking and be consistent along the entire property frontage.
  - C) Material within the first eight (8) feet from edge of asphalt (Street) shall be distinct from driveway and rest of property in order to visually appear available for parking.
  - D) Grading and drainage improvements as required by City Engineer - Minimum 5% slope.
  - E) No obstructions, such as boulders or berms.
  - F) No buried irrigation systems within the first eight (8) feet of the edge of asphalt (Street). Surface irrigation lines are permitted beyond the first eight (8) feet, however pop-up heads are not permitted anywhere in the ROW.
  - G) No live plant material within the first eight (8) feet from edge of asphalt (Street). Low ground cover plant material, such as turf grass, is permitted beyond the first eight (8) feet. Drought-tolerant species is preferred.
  - H) No snow-melt system (other than driveway).

PROJECT PATH AND PRINT DATE: U:\LandProjects2004\1678\_Thad-WayneSub\_L19A\_Thad-WayneSub\_L19A\1678BCC\_WSVSubd\_Blk4L3\_Site2022.dwg 10/11/2022 3:11:06 PM MDT

A R.O.W. ENCROACHMENT PLAN SHOWING  
LOT 3, BLOCK 4, WARM SPRINGS VALLEY SUBDIVISION  
WITHIN S11, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
PREPARED FOR BRIAN AND SANDRA CAULKINS

Alpine Enterprises Inc.  
Surveying, Mapping, Civil Engineering,  
and Natural Hazards Consulting  
660 Bell Dr., Unit 1 83340 USA  
(208) 727-1988 (208) 727-1987 fax  
email: bamt@alpineenterprisesinc.com

NO	DATE	BY
1	11/01/2022	AHN

REVISIONS  
DRY WELL RELOCATED

PROFESSIONAL ENGINEER  
ALEX NELSON  
11010122  
STATE OF IDAHO

C1



February 21, 2023

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Review and Approve Formation of the Technical Advisory Group and its Members**

#### Recommendation and Summary

Staff is recommending the council review and approve the formation of the Technical Advisory Group and its members.

“I move to approve the formation of a Technical Advisory Group and its members.”

The reasons for the recommendation are as follows:

- The TAG will provide consolidated feedback from a key group of constituents
- The TAG will act as a conduit for disseminating information to a key group of constituents
- The TAG is an advisory group that provides feedback that will be balanced with feedback from other constituent groups for a holistic analysis of benefits and impacts of policy decisions

#### Introduction and History

As outlined in the City of Ketchum Planning and Building Department’s 2023 workplan, the department is embarking on a variety of internal and external projects focused on improving communication, streamlining processes, and updating policies and regulations. To ensure transparency and collaboration in this process, the city has formed a Technical Advisory Group (TAG). The purpose of the TAG is to provide feedback on:

- Potential process improvements related to the processing of building permits and land use applications
- Key communication materials such as informational packets, forms, and checklists for building permits and land use applications
- Construction management policies and enforcement related to construction within the City of Ketchum
- Policy and regulatory changes to the city’s various development regulations including but not limited to the provisions of Title 12 (streets), Title 15 (building), Title 16 (subdivision), and Title 17 (zoning)

#### Analysis

##### *What is a TAG?*

A TAG is a non-regulatory advisory group to the City Council, Planning and Zoning Commission, and city staff. The group is made up of subject matter experts in development, design, and construction and is appointed by the City Council. The group is charged with providing feedback on various policies, initiatives, and regulatory changes to help calibrate the benefits or impacts to the industry and community as a whole. Feedback from the group will be provided to the Council and Commission as a point of consideration when evaluating policy or regulatory decisions.

##### *Who is on the TAG?*

To provide a well-rounded viewpoint from all sectors of development professionals, the TAG will comprise of representatives from real estate development, economic development, brokerage, architecture, landscape architecture, engineering, and construction. A list of members can be found as an attachment to this memo.

#### *How often does the TAG meet?*

Initially, the TAG will meet bi-monthly starting in February 2023 through July 2023. Staff will prepare information for the group's review and consideration ahead of each meeting. Once the city begins the process of auditing the comprehensive plan and rewrite of the land use regulations, the schedule will be developed based on the overall project schedule as recommended by the consultant team. The city anticipates the TAG will remain in formulation through the completion of the rewrite of the land use regulations. A Citizen's Advisory Committee will also be formed during the audit of the comprehensive plan and rewrite of the land use regulations.

#### *What does the TAG do?*

Members of the TAG will be the conduit between the development community and the city. Members of the TAG will gather feedback from their colleagues and peers on various ideas/questions/concerns and provide that feedback to the city. City staff will develop recommendations to address those ideas/questions/concerns for feedback by the members of the TAG. Finally, the TAG will assist in the dissemination of information back out to the development community when new information is available.

The city staff will:

- Facilitate each meeting and provide an agenda and materials at least 72 hours prior to the meeting.
- Take minutes that document major discussion points and any recommendations/actions for follow-up. These will be provided to the group within one week following the meeting.
- Listen with an open mind and respect all points of view
- Engage in productive dialogue

Members of the TAG will be asked to:

- Come prepared and engage productively in the conversation by asking questions, challenging assumptions, and respectfully provide feedback
- Listen with an open mind and respect all points of view
- Be supportive of the process and provide unbiased information to the community on the TAGs discussions and activities

#### *Next Steps*

The first meeting of the TAG is scheduled for February 22, 2023.

#### Sustainability

When conducting reviews of information with the TAG, staff will incorporate discussions regarding sustainability to garner feedback on tradeoffs between sustainability and other considerations. Any feedback from the TAG will be provided to the Commission or Council for consideration in decision making instances.

#### Financial Impact

No additional financial resources are required for the facilitation of the TAG.

#### Attachments

- A. Technical Advisory Group Member List – as of 2/15/23

**Attachment A**  
**Technical Advisory Group Members**  
**As of 2/15/2023**

Architecture Representatives:

Mike Doty, Michael Doty Associates  
Gretchen Wagner, Scape Design Studio  
Rachel Aanestad, Draw Architecture + Design  
Caleb Spangenberg, Williams Partners Architects

Landscape Architecture Representatives:

Kurt Eggers, Eggers Associates  
Ben Young, BYLA

Engineering Representatives:

Matt Smithman, Galena Engineering  
Dave Patrie, Benchmark Associates

Contractor Representatives:

Robin Story, KMV Builders  
Adam Elias, Elias Construction  
Tim Carter, Idaho Mountain Builders

Developer Representatives:

Reid Sanborn, Engel and Volkers  
Dave Wilson, Wilson Construction  
Dave Hutchinson, VP Companies

Trade Association Representatives:

Harry Griffith, Sun Valley Economic Development (SVED)  
Bob Crosby, Sun Valley Board of Realtors



## City of Ketchum

February 21, 2023

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Renew Contract #23059 for Graphic Design and Social Media Management Services**

#### Recommendation and Summary

Staff is recommending renewal of Contract #23059 with Molly Snee and adopt with the following motion:

***"I move to renew Contract #23059 with Molly Snee for graphic design and social media management services."***

The reasons for the recommendation are as follows:

- Design services are necessary to produce information materials
- City does not have a staff person with graphic design skills or resources to manage social media accounts
- City's public engagement has increased considerably over the last couple of years

#### Introduction and History

The city has been contracting with Molly Snee for design services since 2018. She has established a brand the city uses on its public engagement pieces, including Word on the Street, mailers, display boards, brochures, posters, door hangers, banners, Wagon Days materials, etc. In 2020, Snee's contract in the amount of \$54,000 was reduced by 30% to \$37,800, which was consistent with reductions made to other city contracts due to decreased need because of the COVID pandemic. Since then, Snee has been working on a reduced rate contract, however the work associated with the contract has grown. The city added management of its social media accounts to Snee's contract in 2021 for \$12,000 annually.

Staff recommends restoring the graphic design services to its original scope (include all Wagon Days materials) and amount of \$54,000 annually and reducing the social medial management portion of the contract to \$6,000 annually for a total contract amount of \$60,000.

#### Financial Impact

Costs will be funded through the communications line item in the administrative budget.

Attachments:

Contract #23059  
Purchase Order #23059



City of Ketchum

**Design Services and Social Media Management  
Agreement #23059  
Molly Snee**

THIS CONTRACT FOR SERVICES (“Agreement”) is entered into effective as of \_\_\_\_\_ by and between Molly Snee (“Contractor”) and the City of Ketchum (“City”), an Idaho municipal corporation (Molly Snee and City of Ketchum are, collectively, the “Parties”) with reference to the following facts:

**RECITALS**

- A. The City of Ketchum desires to produce and distribute a bi-monthly newsletter to its database; promote advertising for public workshops, city positions and recreational opportunities, and certain informational marketing materials.
- B. City utilizes various mediums to distribute informational materials such as its website, newspaper, electronic newsletter, social media and printed materials.
- B. Contractor has the expertise and artistic skills necessary to design materials to promote for the city in all available communication channels.
- C. City desires to retain the services of Contractor and Contractor desires to provide the services, as set forth herein for one year, beginning on the effective date of this contract.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Description of Services.** Contractor shall complete the tasks on the schedule as outlined in Addendum 1, attached hereto and incorporated herein by this reference (the “Services”).
2. **Payment for Services.** In exchange for the Services, City of Ketchum shall pay Contractor five thousand dollars (\$5,000) to be billed at the end of each month of service. Hourly fee for custom work to be billed at \$75 per hour.
3. **Term – Month to Month.** This Agreement shall be effective for a period of one year from the signing date of Contract unless terminated as provided herein. The Parties hereby agree that in the event City, in its sole and exclusive opinion, lacks sufficient funds to continue paying for the Services, City may terminate this Contract without penalty upon thirty (30) days written notice to the Contractor. Upon receipt of such notice, neither party shall have any further obligation to the other. In the event of such termination, Contractor shall submit a report of expenditures to the City. Any City funds not encumbered for authorized expenditures by the Contractor at the date of termination shall be refunded to City within twenty (20) days.

4. **Independent Contract/No Partnerships or Employee Relationship.**

a. By executing this Agreement, the Parties do not intend to create a partnership, joint venture, agency employee/employer relationship or any other relationship other than that of Independent Contractor. Neither Party shall have the power to bind the other in any manner whatsoever.

b. In rendering the services contemplated by this Agreement, Contractor is at all times, acting as an Independent Contractor and not as an employee of the City. Contractor shall have no rights or obligations as an employee by reason of the Agreement, and City shall not provide Contractor with any employee benefits, including without limitation, any City-sponsored retirement, vacation or health insurance program.

c. City shall not exercise any control whatsoever over the manner in which Contractor performs the obligations contemplated herein.

d. Contractor may perform services similar in nature to the services contemplated in this Agreement for other individuals and entities during the term of this Agreement.

e. Branding style created for City will remain exclusive to City.

f. City shall not withhold any local, state or federal payroll or employment taxes of any kind from any compensation paid to Contractor. Contractor hereby warrants and represents that it will pay all such employment and payroll taxes, if any, and hereby releases, holds harmless and indemnifies City and the directors, officers, members, employees and agents thereof from any and all costs, expenses or liability of any kind whatsoever that may be incurred as a result of Contractor's failure to pay such payroll or employment taxes.

5. **Assignment.** Neither Party shall assign any of its rights and/or obligations under this Agreement to any other person or entity.

6. **Representations and Warranties by Contractor.** Contractor hereby represents and warrants to City as follows:

a. Contractor has the knowledge, experience, expertise and office equipment resources necessary to promote, organize, manage, coordinate and produce materials, and to provide management of social media outlets, required by City.

b. Illustration work created for City projects may be reused in the realm of social media and limited-use projects, however all illustrations remain the property of Contractor unless otherwise agreed upon.

c. Contractor hereby acknowledges that all writings and documents, including without limitation, email containing information relating to the conduct or administration of the public's business prepared by Contractor for City, regardless of physical form or characteristics, may be public records pursuant to Idaho Code Section 74-101 *et seq.* Contractor further acknowledges that, subject to certain



limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may be readily identified, retrieved and made available for such inspection and copying.

7. **Default.** In the event either Party hereto defaults in its performance of any of the obligations created hereunder, the other Party may pursue any and all remedies whether at law or equity, including without limitation terminating this Agreement.

9. **Voluntary Agreement.** This Agreement is freely and voluntarily entered into by each of the Parties. The Parties acknowledge and agree that each has been represented in the negotiation of this Agreement by counsel of its own choosing or has had an opportunity and ability to obtain such representation, that it has read this Agreement, or had it read to it, that it understands this Agreement, and that it is fully aware of the contents and legal effects of this Agreement.

10. **Binding Agreement.** The provisions of this Agreement shall be binding upon, and shall obligate, extend to, and inure to the benefit of each of the legal successors, assigns, transferees, grantees and heirs of each of the Parties, and all persons who may assume any or all of the above-described capacities subsequent to the execution of this Agreement.

11. **Mediation.** Should a dispute arise and is not resolved by the Parties, the Parties shall first proceed in good faith to submit the matter to non-binding mediation with a mediator licensed in the State of Idaho. Upon completion of one attempt at mediation, either party may pursue any available legal or equitable remedy.

12. **Attorneys' Fees and Costs.** In the event that any of the Parties is required to incur attorneys' fees and/or costs to enforce or interpret any provision of this Agreement or is required to defend any action brought by any of the Parties, based on, arising from or related to this Agreement, the unsuccessful Parties agree to pay to the prevailing Parties their reasonable actual costs and attorney's fees, whether or not litigation is actually commenced and including reasonable attorney fees and costs on appeal.

13. **Entire Agreement.** This Agreement contains the final, complete, exclusive and entire agreement and understanding between the Parties on this topic and supersedes and/or replaces any and all prior negotiations, proposed agreements and agreements, whether written or oral on such topic.

14. **Modification.** This Agreement may not be modified except by a writing signed by all Parties affected by such purported modification.

15. **Waiver.** In the event of any default hereunder by either Party, if the other Party fails or neglects for any reason to demand full performance, such failure or neglect shall not be deemed to be a waiver of the right to demand full performance or a waiver of any cause of action, or as a waiver of any of the covenants, terms or conditions of this Agreement or of the performance thereof. None of the covenants, terms or conditions of this Agreement can be waived by either Party hereto except in a signed writing.

16. **Severability.** In the event that any portion of this Agreement is held by a court of competent

jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining portions of this Agreement and the application thereof shall not in any way be affected thereby.

17. **Interpretation.**

a. Whenever in this Agreement the context may so require, the neuter gender shall be deemed to refer to and include the masculine and the feminine, the singular number shall be deemed to refer to and include the plural, and vice versa.

b. This Agreement is the result of negotiations, and no Party shall be deemed to have drafted this Agreement for purposes of construing any portion of the Agreement for or against any Party.

c. The descriptive headings in this Agreement are included for convenience of reference and are not intended to affect the meaning or construction of any of the provisions herein.

d. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference as if set forth herein at length.

18. **Time is of the Essence.** Time is hereby made expressly of the essence in every term.

19. **Governing Law and Jurisdiction.** This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Idaho without giving effect to its conflicts of law provisions. The Parties each expressly agree to the appropriateness of and consent to the venue and jurisdiction of the State of Idaho in the County of Blaine and all state and federal courts having geographical jurisdiction for such County as the exclusive forum for the purposes of any action to enforce or interpret this Agreement.

20. **Capacity to Execute.** Each of the Parties, and each person signing this Agreement, represents and warrants that it and its representative(s) executing this Agreement on its behalf each has the authority and capacity to execute this Agreement.

21. **Counterparts.** The Parties may execute this Agreement, and any modification(s) hereof, in two or more counterparts, which shall, in the aggregate, be signed by all of the Parties. Each counterpart shall be deemed an original instrument as against any Party who has signed it. A faxed copy of the signature of any of the Parties shall have the same force and effect as an original signature of such Party.

22. **Indemnification.** Contractor shall indemnify and hold harmless City and its directors, agents and employees free, clear and harmless, from and against any and all losses, liabilities, costs, expenses (including amounts paid in settlements and reasonable attorney's fees), claims, penalties, judgments and damages, resulting from or arising out of, by reason of any act, omission or negligence of Contractor or its respective agents, employees or contractors in any way connected with or arising out of any accident,

injury or damage, any breach of representation, injury to person or property, any activity conducted, or action taken by the City, directly or indirectly, in conjunction with this Agreement.

NOW THEREFORE, by executing this Agreement each signatory affirms that they have read and understand its terms, and that each has the full power and authority to enter this Agreement on behalf of the entity for which they have signed.

**CITY OF KETCHUM**

**MOLLY SNEE**

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

\_\_\_\_\_  
Molly Snee

ATTEST:

\_\_\_\_\_  
Trent Donat  
City Clerk

## **Addendum 1: “The Services”**

Contractor will provide the following design and social media management services to City in accordance with Contract #23059

### **ART SERVICES**

- Organize content and design the City newsletter.
- Employ the use of illustration or photography at its discretion. This includes the use of a full color “seasonal illustration” that changes every three months.

### **ADDITIONAL DESIGN WORK**

- Services for any printed material, advertising, marketing projects or community outreach.
- Contractor will be given at least three (3) business days’ notice for single-piece design projects (i.e. newspaper ads, fliers, public health announcements), and at least ten (10) business days’ notice for complex design projects (i.e. design requiring multiple pieces or large scale format; such as Visitor Center window pieces, construction site fencing, brochures, etc.).
- Contractor shall employ the use of illustration at its discretion. If custom artwork or branding design is requested, additional fees may be required (see “Custom Work”).
- All Wagon Days design and marketing materials.

### **CUSTOM WORK**

- Any type of project not outlined above, or any outside project which could include permanent installation, special use, long-term use or purchase of work created by Contractor.
- Custom Work is subject to additional fees, based on the work itself and the nature of its use.
- Hourly rate for custom work is \$75 per hour.

### **SOCIAL MEDIA**

- Curate images and write content for 3-5 Instagram feed posts per week (also shared to Facebook and Twitter).
- Unlimited Instagram story content.
- Management of interactions and comments from followers on Instagram, Facebook and Twitter.
- Monitor posts and coordinate with City on response, if appropriate.
- Up to 4 Facebook specific formats (i.e. creating event pages).
- Creation of up to four custom illustrations, including animations, for post-specific use (typically at Contractor’s discretion).
- Redesign formatting as needed.



**CITY OF KETCHUM**  
 PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340  
 Administration 208-726-3841 (fax) 208-726-8234

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

PURCHASE ORDER - NUMBER: 23059

<b>To:</b> 5049 SNEE, MOLLY NA NA 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
02/16/2023	Shellie	Shellie		0	

Quantity	Description	Unit Price	Total
1.00	Graphic Design and Social Media Management 01-4150-5150	60,000.00	60,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		60,000.00

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



## City of Ketchum

February 21, 2023

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to approve Contract #23060 with CINTAS  
for rugs, uniforms, and cleaning supplies (facilities maintenance).**

Recommendation and Summary

Staff is recommending approval of Contract #23060 with CINTAS subject to final review and approval by the City attorney on any remaining legal items and adopt with the following motion:

***"I move to approve Contract #23060 with CINTAS for rugs, uniforms, and cleaning supplies subject to final review and approval by the City attorney on any remaining legal items."***

The reasons for the recommendation are as follows:

- Facilities management encompasses the use of rugs and cleaning supplies for upkeep, appearance, and maintenance of City department buildings.
- Uniforms are necessary for certain job responsibilities and provide a consistent, quality image.
- CINTAS was the low bidder among three solicited bids.

Introduction and History

The City has been contracting with ALSCO as the current supplier of rugs, cleaning supplies, and uniforms. The ALSCO contract has expired.

Three bids were sought from CINTAS, ALSCO, and ALL-PRO LINEN. CINTAS and ALL-PRO LINEN submitted bids while ALSCO did not answer questions for additional information within the given deadline and were disqualified. CINTAS was the low bid.

Financial Impact

The contract is for one year with renewal subject to price and service history with an estimated, annual cost of \$20,000 for all City departments that utilize these services.

Attachments:

City of Ketchum CINTAS Agreement (Contract #23060)  
CINTAS Agreement Exhibits – City of Ketchum  
Purchase Order #23060  
OMNIA Cooperative Agreement - R-BB-19002



FACILITIES SOLUTIONS AGREEMENT

Location No. 610

Contract No. 23060

Customer No. \_\_\_\_\_

Main Corporate Code → **New CC 13218**

Date 2/21/2023

Customer/Participating Agency \_\_\_\_\_ City of Ketchum \_\_\_\_\_

Phone \_\_\_\_\_

Address 191 Fifth Street W.

City: Ketchum State ID Zip 83340

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
912	Industrial Coverall	.84
UA	Uniform Advantage	.08
EA	Emblem Advantage	.06
PA	Prep Advantage	.05

- This agreement is effective as of the date of execution for a term of 60 months from the date of installation. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem \$ 1.95 ea      • Company Emblem \$ 2.95 ea
- Customer Emblem \$ 2.95 ea      • Embroidery \$ 5.00 ea
- COD Terms \$ NA per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item \_\_\_\_\_ % of Inventory \_\_\_\_\_ \$ \_\_\_\_\_ Ea.
- Automatic Lost Replacement Charge: Item \_\_\_\_\_ % of Inventory \_\_\_\_\_ \$ \_\_\_\_\_ Ea.
- Minimum Charge \$ 35.00 per delivery.
- Make-Up charge \$ 2.25 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ .15 per garment.
- Seasonal Sleeve Change \$ 5.00 per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat \$ 150.00
- Payment Terms                      2% Discount Net 15                      Net 30

- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 15.00 per garment will be assessed for employee's size changed within 4 weeks of installation.

• Other Addendum A - Facility Services Pricing, Addendum B - Locations, Addendum C - Additional Terms . Sign ature Page \_\_\_\_\_

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price

\*Indicated bundled items/services

   /  NA Initial and check box if Unilease. All Garments will be cleaned by customer  
Date \_\_\_\_\_

   /  NA Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control  
Date customer. \_\_\_\_\_

   /  NA Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments  
Date direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

CUSTOMER:

Cintas Loc. No: 610 Please Sign Name \_\_\_\_\_

By: \_\_\_\_\_ Please Print Name \_\_\_\_\_

Title: \_\_\_\_\_ Please Print Title \_\_\_\_\_

Accepted-GM: \_\_\_\_\_ Email \_\_\_\_\_

## Omnia Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William county Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

### Supplier General Service Terms Section

3. **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
6. **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
7. **Service Guarantee:** Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to company in good and usable condition.
8. **Emblem Guarantee** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
9. **FRC Warranty:** Customer agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that results or may result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.
10. **High Visibility Garments:** For high visibility garments, Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties whether express or implied, related to the garments.
11. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.



12. **Terminating Employees** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
13. **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
14. **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
15. **Additional Items:** Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.



**CITY OF KETCHUM/CINTAS CONTRACT PRICING**

**ADDENDUM A**

**FACILITY SERVICES**

**RENTAL MATS**

ITEM	DESCRIPTION	COLOR	WEEKLY UNIT PRICE	EVERY OTHER WEEK UNIT PRICE	MONTHLY UNIT PRICE
10188	3X5 XTRACTION MAT	ONYX, COPPER, INDIGO	\$ 5.250	\$ 7.875	\$ 11.813
10191	4X6 XTRACTION MAT	ONYX, COPPER, INDIGO	\$ 6.250	\$ 9.375	\$ 14.063
10201	3X10 XTRACTION MAT	ONYX, COPPER, INDIGO	\$ 7.100	\$ 10.650	\$ 15.975
10196	3X5 TRAFFIC MAT	GRANITE	\$ 5.250	\$ 7.875	\$ 11.813
10197	4X6 TRAFFIC MAT	GRANITE	\$ 6.250	\$ 9.375	\$ 14.063
10198	3X10 TRAFFIC MAT	GRANITE	\$ 7.100	\$ 10.650	\$ 15.975
2477	3X5 ACTIVE SCRAPER (OUTDOOR)	BLACK	\$ 3.380	\$ 5.070	\$ 7.605
10184	3X5 SCRAPER MAT (OUTDOOR)	BLACK	\$ 1.250	\$ 1.875	\$ 2.813
84330	3X5 STANDARD MAT	MULTIPLE	\$ 2.650	\$ 3.975	\$ 5.963
84430	4X6 STANDARD MAT	MULTIPLE	\$ 3.436	\$ 5.154	\$ 7.731
84030	3X10 STANDARD MAT	MULTIPLE	\$ 4.221	\$ 6.332	\$ 9.497

**TOWEL SERVICES**

ITEM	DESCRIPTION	COLOR	WEEKLY UNIT PRICE	EVERY OTHER WEEK UNIT PRICE	AUTO LOST REPLACEMENT PERCENTAGE
2751	TERRY TOWEL	GREEN	\$ 0.135		3%
2160	SHOP TOWEL	RED	\$ 0.120		4%
7540	GREY MICROFIBER WIPER	GREY	\$ 0.175		4%
09440	ALL PURPOSE WIPER BOX	WHITE	\$ 9.490		
09680	HEAVY DUTY WIPER BOX	BLUE	\$ 10.490		

**DUST MOPS**

ITEM	DESCRIPTION	COLOR	WEEKLY UNIT PRICE	EVERY OTHER WEEK UNIT PRICE	MONTHLY UNIT PRICE
2570	24" DUST MOP		\$ 0.750	\$ 1.125	\$ 1.688
1946	24' MOP FRAME		\$ -	\$ -	\$ -
2590	36" DUST MOP		\$ 0.950	\$ 1.425	\$ 2.138
1947	36" MOP FRAME		\$ -	\$ -	\$ -
2604	48" DUST MOP		\$ 1.100	\$ 1.650	\$ 2.475
1948	48" MOP FRAME		\$ -	\$ -	\$ -
2610	60" DUST MOP		\$ 1.200	\$ 1.800	\$ 2.700
1045	60" MOP FRAME		\$ -	\$ -	\$ -
2650	LARGE WET MOP		\$ 1.350	\$ 2.025	\$ 3.038
6923	WET MOP FRAME		\$ -	\$ -	\$ -

Acceptance Agreement on Attached Signature Page

**CITY OF KETCHUM- CINTAS/OMNIA CONTRACT LOCATIONS**

**OMNIA Contract Number: R-BB-19002**

**EXHIBIT B - LOCATIONS**

<b>Location Name</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>CITY OF KETCHUM CITY HALL</b>	191 5TH ST. WEST	KETCHUM	ID	83340
<b>CITY OF KETCHUM VISITOR CENTER</b>	491 SUN VALLEY RD	KETCHUM	ID	83340
<b>CITY OF KETCHUM STREETS AND FACILITIES</b>	200 TENTH STREET	KETCHUM	ID	83340
<b>CITY OF KETCHUM UTILITIES</b>	110 RIVER RANCH RD	KETCHUM	ID	83340

**Acceptance Agreement on Attached Signature Page**

**CITY OF KETCHUM- CINTAS/OMNIA CONTRACT LOCATIONS**

**EXHIBIT C - ADDITIONAL TERMS**

**Cintas Corporation agrees to provide services to the agreed upon locations of the City of Ketchum as governed by the Facility Solutions Agreement entered 2/21/2023 by and between Cintas Corporation and the City of Ketchum. The Parties agree to modify the terms of the Agreement as follows:**

Unit prices will be locked and fixed for the first year of service. After the first year, pricing changes will be in accordance with the OMNIA Cooperative agreement, R-BB-19002.

At any time during the term of the Agreement, Customer may terminate the Agreement early for Customer's convenience (including but not limited to an event of non-appropriation by Customer's governing body). The foregoing early termination may only be exercised by a written termination notice given by Customer no less than sixty (60) calendar days prior to the termination due to specified therein and sent by certified mail to Cintas' General Manager at the following address:

Cintas Corporation  
Attn: Micah Crist  
2302 E Railroad Street  
Nampa, Idaho 83687

If the Agreement is cancelled for convenience in the first year of the term, Customer shall pay a termination charge equal to 50 weeks of rental service, as outlined in the Agreement. Customer will pay replacement value for any uniforms supplied to any department if Customer terminates early. If the Agreement is terminated for convenience at any time after the first year of the term, there shall be no termination fee or other penalty to Customer.

Customer also agrees to be responsible for the return of all Merchandise allocated to the Customer's locations terminating this Agreement at the then current Loss/Damage Replacement Values and any unpaid charges on the Customer's account prior to termination.

**Acceptance Agreement on Attached Signature Page**

**SIGNATURE PAGE**

**Facilities Solution Agreement and Addendums**  
between  
**City of Ketchum and Cintas Corp 2**  
executed pursuant to  
**OMNIA Partners Cooperative Contract R-BB-19002**  
agree to the following Addendums and Exhibits

Addendum A - Facilities Services Pricing  
Addendum B - Location Addresses  
Addendum C - Additional Terms

**Cintas Acceptance:**

**Customer Acceptance:**

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

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

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

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

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

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



**CITY OF KETCHUM**  
**PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340**  
**Administration 208-726-3841 (fax) 208-726-8234**

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

**PURCHASE ORDER - NUMBER: 23060**

<b>To:</b> 1646 CINTAS P.O. BOX 631025 CINCINNATI OH 45263-1025	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
02/16/2023	Shellie	Shellie		0	

Quantity	Description	Unit Price	Total
1.00	contract for rugs, uniforms, and cleaning supplies m 01-4193-4200	20,000.00	20,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		20,000.00

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

## USFR Compliance Questionnaire for RFP # R-BB=19002

	YES/NO	COMMENTS
1. Based upon review of this contract for the procurement of construction, materials, and/or services that exceeded \$100,000, did the cooperative follow the School District Procurement Rules (R7-2-1001 et seq)?	YES	
a. For this contracts awarded through competitive sealed bidding or competitive sealed proposals, did the cooperative:		
1) Give adequate notice of the invitation for bid (IFB) or request for proposal (RFP)? R7-2-1022 or R7-2-1042(C)	YES	Ads and Affidavits
2) Compile and maintain a list of persons who requested to be added to a list of prospective bidders, if any? R7-2-1023	YES	BIDDERS LIST ATTACHED
3) Issue the IFB or RFP at least 14 days before the due date and time set for bid or proposals, as applicable, unless a shorter time was determined necessary? R7-2-1024(A) or R7-2-1042(B)	YES	37 days
4) Include all required information in the IFB or RFP? (Note: If the answer is "No," the "Comments" should specifically indicate which requirements were not complied with.) R7-2-1024(B) or R7-2-1042(A)	YES	
5) Stamp sealed bids or proposals with the time and date upon receipt and store bids or proposals unopened until the due date and time set for opening? R7-2-1029 or R7-2-1045	YES	SEE ATTACHED
6) If a multiple award was made for the IFB or RFP:		
i. Did the cooperative establish and follow procedures for the use of multiple award contracts? R7-2-1031(D) and R7-2-1050(C)	N/A	
ii. Did the cooperative include in the solicitation(s) notification that multiple contracts may be awarded, the cooperative's basis for determining whether to award multiple contracts, and the criteria for selecting vendors for the multiple contracts? R7-2-1031(C) and R7-2-1050(B)	N/A	
iii. Determine, with the specific reason(s) in writing, that a single award was not advantageous to the cooperative's members and retain documentation that supported the basis for a multiple award? R7-2-1031(D)	N/A	ONLY 1 AWARD CONSIDERED
iv. Limit contract awards to the least number of suppliers necessary to meet the requirements of the members? R7-2-1031(D) and R7-2-1050(C)	YES	



	YES/NO	COMMENTS
7) For contracts where only one responsive bid or proposal was received, determine that the price submitted was fair and reasonable, and that either other prospective offerors had reasonable opportunity to respond or there was not adequate time for resolicitation, and retain documentation that supported the basis for the determination? R7-2-1032 or R7-2-1046(A)(1)	N/A	
b. For this contract awarded through competitive sealed bidding, did the cooperative award the contracts to the lowest responsible and responsive bidder whose bid conformed, in <b>all</b> material respects, to the requirements and evaluation criteria set forth in the IFB? ( <b>Note:</b> If the answer is “No,” the “Comments” should specifically indicate which requirements were not complied with.) R7-2-1031	N/A	
c. For this contract awarded through competitive sealed proposals, did the cooperative award the contract to the offeror whose proposal was determined, with the specific reason(s) in writing, to be most advantageous to the cooperative’s members based on the factors set forth in the RFP and retain documentation that supported the determination? R7-2-1050	YES	
2. Did the cooperative have signed conflict-of-interest disclosures filed for any employee or nonemployee evaluation committee members? R7-2-1008 and R7-2-1015	YES	SIGNED NON-DISCLOSURE AGREEMENTS ATTACHED
3. If the cooperative used a qualified select bidders list to procure construction services, did the cooperative comply with requirements of R7-2-1101?	N/A	
4. If the cooperative used construction-manager-at-risk, design-build, or job-order-contracting to procure construction services, did the cooperative comply with the requirements of R7-2-1100 through R7-2-1115?	N/A	
5. If the cooperative procured goods and services using reverse auctions or electronic bidding, did the cooperative comply with the requirements of R7-2-1018, R7-2-1021, or R7-2-1041?	N/A	
6. For purchases made through the Simplified School Construction Procurement Program, did the cooperative follow the requirements of R7-2-1033? ( <b>Note:</b> If the answer is “No,” the “Comments” should specifically indicate which requirements were not complied with.)	N/A	
7. If the cooperative used multi-term contracts for any of the contracts tested in question 1:		
a. Were the terms and conditions of renewal or extension, if any, included in the IFB or RFP? A.R.S. §15-213(K) and R7-2-1093	YES	
b. For materials or services and contracts for job-order-contracting construction services that were entered into for more than 5 years, did the cooperative determine in writing, before the procurement solicitation was issued, that a contract of longer duration would be advantageous to its members? A.R.S. §15-213(K) and R7-2-1093	N/A	
8. Did the cooperative prevent additional purchases by new members that would materially change the volume of goods or services estimated in the original solicitation? R7-2-1011	N/A	

	<u>YES/NO</u>	<u>COMMENTS</u>
9. Did the cooperative maintain current cooperative purchasing agreements with participating school districts? R7-2-1191 through R7-2-1195	YES	
<b>For questions 10 and 11: If the cooperative had any emergency or sole source procurements, the audit firm must test <u>all</u> such procurements.</b>		
10. Based upon review of any emergency procurements, was the basis for each emergency procurement reasonable; did the cooperative maintain a written statement for each emergency procurement documenting the basis for the emergency, the selection of the particular contractor, and why the price paid was reasonable; and was such statement signed by the individual authorized to initiate emergency procurements? R7-2-1055 and R7-2-1056	N/A	
11. Based upon review of any sole source procurements, was the basis for the sole source procurement reasonable, and did the cooperative retain its written determination that there was only one source for the required materials, service, or construction items? R7-2-1053	N/A	



**Fauquier Times | Prince William Times | Gainesville Times**

41 CULPEPER ST. WARRENTON, VA 20186 | 540.347.4222 F: 540.349.8676

<b>PWC PUBLIC SCHOOLS</b> <b>ANGIE BAKER, PURCHASING</b> <b>P.O. BOX 389</b> <b>MANASSAS VA 20108</b> <b>(703)791-8743</b>		<b>Account:</b> 329241 <b>Ad Number:</b> 4806820 <b>Source:</b> EMAIL <b>Size:</b> 2 X 2.59 <b>Sales Rep:</b> JCLG <b>Words:</b> 49 <b>Lines:</b> 50
<i>Cost of Ad</i>	<i>Payments</i>	<i>Total Due</i>
53.00	0.00	53.00
<i>Class:</i> LGS LEGALS		<i>SubClass:</i> 485 BIDS & PROPOSALS
<i>Description:</i> RFP #R-tc-18043		
GVTC and PWTC Class	Jul 25	
Web Ads Class	Jul 25	

AD MAKEUP NOTES

**Request for Proposal  
RFP #R-BB-19002**

**FACILITIES MANAGEMENT  
PRODUCTS AND  
SOLUTIONS**

Sealed proposals are being solicited by Prince William County Public Schools (PWCS) to establish a contract through competitive negotiations for FACILITIES MANAGEMENT PRODUCTS AND SOLUTIONS. Download the solicitation at <http://purchasing.departments.pwcs.edu>. Proposals are due August 23, 2018 at 2:00 p.m.

PRINCE WILLIAM COUNTY  
PUBLIC SCHOOLS  
Office of Financial Services  
P.O. Box 389  
Manassas, VA 20108-0389



TO:

22-AUG 18 AM 11:57

FIRST CLASS MAIL

Cintas Corporation  
6800 Cintas Blvd  
Mason

August 23<sup>rd</sup>, 2018  
RFP# R-BB-19002  
Ohio, 45040

2:00PM  
Facilities Management and  
Solutions  
Bruce Burtner

PRINCE WILLIAM COUNTY  
PUBLIC SCHOOLS  
Office of Financial Services  
P.O. Box 389  
Manassas, VA 20108-0389



TO:

25-AUG-18 11:58

FIRST CLASS MAIL

Cintas Corporation  
6800 Cintas Blvd  
Mason

August 23<sup>rd</sup>, 2018  
RFP# R-BB-19002  
Ohio, 45040

2:00PM  
Facilities Management and  
Solutions  
Bruce Burtner

PRINCE WILLIAM COUNTY  
 PUBLIC SCHOOLS  
 Office of Financial Services  
 P.O. Box 389  
 Manassas, VA 20108-0389

TO:

21-AUG-18 #19-38

ORIGIN ID:G3GA (630) 797-4131  
 JULIE BENSON  
 JAMES J. ABRAHAMSON, INC.  
 320 S. 17TH AVENUE  
 ST. CHARLES, IL 60174  
 UNITED STATES US

SHIP DATE: 20AUG18  
 CNO: 05E180055NET14040  
 BILL SENDER

TO PURCHASING OFFICE REP #R-BB-19002  
 PRINCE WILLIAM CO PUBLIC SCHOOLS  
 FINANCIAL SVS/PURCHASING ROOM 1500  
 MANASSAS  
 MANASSAS VA 20112  
 REF: REP-5881-18002  
 (703) 791-8743  
 DEPT.  
 PO:

TUE - 21 AUG 10:30A  
 PRIORITY OVERNIGHT  
 ASR  
 20112  
 IAD  
 VA-US

TK# 7730 1269 5612  
 0201

**XC CKXA**




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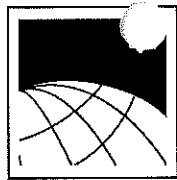
## R-BB-19002 Facilities Management Products And Solutions Bid List

Acme Supply Co., Ltd.	P.O. 75087		Baltimore	MD	21275	
Acme Supply Co., Ltd.	P.O. Box 1139		Port Washing	NY	11050-1	Info@AcmeMtd.Com
ADDISS ENTERPRISES LLC	6500 Anna Maria Ct.		McLean	VA	22101	addissw@aol.com
Adver-Tees	943 CANAL DRIVE		Chesapeake	VA	23323	shirts4all@verizon.net
All-American Sports & Equipment, In	9402 Center Point Lane		Manassas	VA	20110	a-ase@comcast.net
American Uniform Sales, Inc.	5601-C General Washington Drive		Alexandria	VA	22312	sbutani@americanuniform.com
American Uniform Sales, Inc.	5601-C General Washington Drive		Alexandria	VA	22312	sbutani@americanuniform.com
American Uniform Sales, Inc.	5601-C General Washington Drive		Alexandria	VA	22312	sbutani@americanuniform.com
Authentic Promotions.com	6151 Fair Oaks Blvd. Suite 103		Carrichael	CA	95608	peter@authenticpromotions.com
Bloose LLC	912 113th Street		Arlington	TX	76011	bid@bluemoosetees.com
BrandMark Inc.	1069 W Broad Street STE 712		Falls Church	VA	22046	kim@brandyoumark.com
BrandMark Inc.	1069 W. Broad St STE 712		Falls Church	VA	22046	kim@brandyoumark.com
C.R. Daniels, Inc.	P.O. Box 17211		Baltimore	MD	21297	
C.R. Daniels, Inc.	3451 Ellicott Center Drive		Ellicott City	MD	21043-4191	
Cannon Sports	P O Box 11179		Burbank	CA	91510	Jon@Cannonsports.Com
Capitol Varsity Sports, Inc.	PO Box 669/6723 Ringwood Rd		Oxford	OH	45056	
Cazcco	P.O. Box 1512		New Castle	PA	16103	
CHARLOTTE ELOISE GOODIE	8627 Hollowbrook way		manassas	VA	20110	c_goodie@yahoo.com
Chatham Knitting Mills, Inc.	P.O. Box 152		Chatham	VA	24531	Mjh@Gamewood.Net
Christopher A. Long	3892 Lansing Ct		Dumfries	VA	22026	cal@convective.com
Cintas Corporation						elkinss@cintas.com
Cintas Corporation						bartensteinc@cintas.com
Coastal Enterprises	17281 Mount Wynne Circle		Fountain Valk	CA	92708	goods@coastalsportswear.com
Coastal Enterprises	17281 Mount Wynne Circle		Fountain Valk	CA	92708	goods@coastalsportswear.com
Coastal Enterprises	17281 Mount Wynne Circle		Fountain Valk	CA	92708	goods@coastalsportswear.com
Cousin's Uniform & Tux, LLC	360 Fairfield Avenue		Stamford	CT	06902	sales@concertaire.com
Custom Sportswear, Inc.	8 Enterprise Ct		Sewell	NJ	08080	sherry@customsportswear.net
David's Bridal, Inc	1001 washington st		conshohocke	PA	19428	ccousins@dbi.com
David's Bridal, Inc	1001 Washington St		Conshohocke	PA	19428	ccousins@dbi.com
Demoulin Brothers & Company	P.O. Box 790051		St. Louis	MO	63179	
Demoulin Brothers & Company	1025 South Fourth Street		Greenville	IL	62246	Virginia@Demoulin.Com
Design Shirts Plus, LLC	2895 Cedar Crest Court		Woodbridge	VA	22192	designshirtsplus@gmail.com
Discount Dance Supply	5065 East Hunter Avenue		Anaheim	CA	92807	KsIva@Discountdance.Com
Discount Dance Supply	180 Welles St.	Suite 500	Forty Fort	PA	18704	
Discount Dance Supply	5037 E. Hunter Ave.		Anaheim	CA	92807	
Distributors Of America	19 G Flintlock Rd.		Ledyard	CT	06339	
DIXIE DESIGNS	PO Box 1037		Boaz	AL	35957	sales@dixiedesigns.com
Don Addis & Associates	Attn: Don Addis	826 Silver Fox Dr	Concord	NC	28025	Donaddis@Concordnc.Com
Eagle Designs	7249 Ridgedale Drive		Warrenton	VA	20186	jyates@highstream.net
Eclipse Apparel	4007 Mammoth Cave Loop		Dumfries	VA	22025	
Eclipse Apparel	4007 Mammoth Cave Loop		Dumfries	VA	22025	
Eclipse Apparel	4007 Mammoth Cave Loop		Dumfries	VA	22025	
Eclipse Apparel	4007 Mammoth Cave Loop		Dumfries	VA	22025	
Exposure Biz	4142 Howard Avenue		Kensington	MD	20895	Randy@Logotopromo.Com
Exposure Biz	4142 Howard Avenue		Kensington	MD	20895	
Facemakers, Inc.	140 5th Street		Savanna	IL	61074	Facemakers@Internethi.Com

Flagstaff Sales Company	560 State Rd./Ste.200 Box 1330	Bensalem	PA	19020	Flagunifor@Aol.Com
Formal Fashions Inc	P.O. Box 11688	Tempe	AZ	85284	
Formal Fashions Inc	1500 West Drake Drivd	Tempe	AZ	85283	gsmith@formalfashionsinc.com
FRANCINE OLIVIA BAKER	3329 Mountain Laurel Loop	Dunnfries	VA	22026	fbaker37@comcast.net
FRANCINE OLIVIA BAKER	3329 Mountain Laurel Loop	Dunnfries	VA	22026	fbaker37@comcast.net
Heritage Treasures, LLC	45969 Nokes Blvd	Sterling	VA	20166	sales@hprintables.com
Heritage Treasures, LLC	45969 Nokes Blvd #110	Sterling	VA	20166	sales@hprintables.com
High Peak Sportswear, Inc.	Attn: Julie Palmer 924 Main Street	Lynchburg	VA	24504-1	Julie@HiPeak.Com
Horace F Green	1736 Greenwood Road	Roanoke	VA	24015	abasnprmo@cox.net
Jade Tavaglione	12169 Darnley Rd	Woodbridge	VA	22192	info@jteesprinting.com
Jade Tavaglione	12169 Darnley Rd	Woodbridge	VA	22192	jtees@starpower.net
Jade Tavaglione	12169 Darnley Rd	Woodbridge	VA	22192	jtees@starpower.net
Jade Tavaglione	12169 Darnley Rd	Woodbridge	VA	22192	info@jteesprinting.com
Jade Tavaglione	12169 Darnley Rd	Woodbridge	VA	22192	info@jteesprinting.com
Jade Tavaglione	12169 Darnley Rd	Woodbridge	VA	22192	jtees@starpower.net
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Jade Tavaglione	12169 Darnley Rd	Woodbridge	VA	22192	info@jteesprinting.com
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Jade Tavaglione	12169 Darnley Rd	Woodbridge	VA	22192	info@jteesprinting.com
Jade Tavaglione	12169 Darnley Rd	Woodbridge	VA	22192	info@jteesprinting.com
Karin's Custom Images, Inc	11605 Holly Briar Lane	Great Falls	VA	22066	karinsci@aol.com
Karin's Custom Images, Inc	11605 Holly Briar Lane	Great Falls	VA	22066	karinsci@aol.com
Karin's Custom Images, Inc	11605 Holly Briar Lane	Great Falls	VA	22066	karinsci@aol.com
L.L. Clean Co., The	P O Box 114	Gibbsboro	NJ	08026	
L.L. Clean Co., The	P.O. Box 114	Gibbsboro	NJ	08026	Joegartland@Aol.Com
Leading Edge Screen Printing	9216 Prince William St.	Manassas	VA	20110	
Leading Edge Screen Printing	405 Rosedale Court	Warrenton	VA	20186	
Leading Edge Screen Printing	9216 Prince William St.	Manassas	VA	20110	
Leading Edge Screen Printing	405 Rosedale Court	Warrenton	VA	20186	
Leading Edge Screen Printing	405 Rosedale Court	Warrenton	VA	20186	
Leading Edge Screen Printing	9216 Prince William St.	Manassas	VA	20110	
Leading Edge Screen Printing	405 Rosedale Court	Warrenton	VA	20186	
Linda B. DeBruhl	19248 Walnut Hills Rd	Jeffersonton	VA	22724	fp@freshprintz.com
Linda B. DeBruhl	19248 Walnut Hills Rd	Jeffersonton	VA	22724	fp@freshprintz.com
Linda B. DeBruhl	19248 Walnut Hills Rd	Jeffersonton	VA	22724	fp@freshprintz.com
Linda B. DeBruhl	19248 Walnut Hills Rd	Jeffersonton	VA	22724	fp@freshprintz.com
Linda B. DeBruhl	19248 Walnut Hills Rd	Jeffersonton	VA	22724	fp@freshprintz.com
Linda B. DeBruhl	19248 Walnut Hills Rd	Jeffersonton	VA	22724	fp@freshprintz.com
Louise W Egglston Center Inc.	1161 Ingleside Rd.	Norfolk	VA	23502	
Louise W Egglston Center Inc.	3525 N. Military Highway	Norfolk	VA	23518	tbar_ahmed@eggleston-services.org
M & M Sports Inc	4115 Oxford Lane #101	Fairfax	VA	22030	mickey_mcdade@cox.net
M & M Sports Inc	4115 Oxford Lane #101	Fairfax	VA	22030	mickey_mcdade@cox.net
Mass	121 Folley Branch P.O. Box 708	Winton	NC	27986	
MEDLINE INDUSTRIES, INC.	8325 Augusta National Drive	Radford	VA	24141	mmorrell@medline.com
MEDLINE INDUSTRIES, INC.	1 Medline Place	Mundelein	IL	60060	blannert@medline.com
MEDLINE INDUSTRIES, INC.	8325 Augusta National Drive	Radford	VA	24141	mmorrell@medline.com
MEDLINE INDUSTRIES, INC.	1 Medline Place	Mundelein	IL	60060	blannert@medline.com
Namifiers	280 West 900 North	Springville	UT	84663	
NBN Sports, Inc.	550 Parrott St. Ste. 10	San Jose	CA	95112	munnes@nbnsports.com
PASCO BROKERAGE, INC.	6465 Chase Oaks Blvd.	Plano	TX	75023	khollon@pascoinc.net
PCR Group LLC	14261 Jetport Loop Suite #2	Fort Myers	FL	33913	paulh@countrywidespiritwear.com
PCR Group LLC	14621 Jetport Loop Suite #2	Fort Myers	FL	33913	sales@countrywidespiritwear.com



Penny Marie Ramos	P. O. Box 2938		Manassas	VA	20108	
Penny Marie Ramos	10363 Aragon Court		Manassas	VA	20110	awardstoreandmore@verizon.net
Performance Essentials, LLC	14806 Ashby Oak Ct		Haymarket	VA	20169	brendan@pevausa.com
PEUMANSEND CREEK REGIONAL	P. O. Box 1460		Bowling Gree VA	VA	22427	pci@pcrj.org
PEUMANSEND CREEK REGIONAL	P. O. Box 1460		Bowling Gree VA	VA	22427	pci@pcrj.org
PEUMANSEND CREEK REGIONAL	P. O. Box 1460		Bowling Gree VA	VA	22427	pci@pcrj.org
PROMOCORP	5515 Cherokee Ave Suite 300		Alexandria	VA	22312	dlamb@promocorp.com
PROMOCORP	5515 Cherokee Ave Suite 300		Alexandria	VA	22312	dlamb@promocorp.com
PROMOCORP	P O Box 10	890 North Hwy 34	Italy	TX	76651-0	Rainbow@Rainbowmfg.Com
Rainbow Manufacturing						
S & E Paper - National Supply	12010 Old Baltimore Pike		Beltsville	MD	20705	
S.M.L.S., Inc. Consulting and Promo	P. O. Box 6095		Columbia	MD	21045	smls@smispromo.com
S.M.L.S., Inc. Consulting and Promo	P. O. Box 6095		Columbia	MD	21045	smls@smispromo.com
S.M.L.S., Inc. Consulting and Promo	P. O. Box 6095		Columbia	MD	21045	smls@smispromo.com
Screenwriters Inc.	4911 North 57th Street		Lincoln	NE	68507	bids@screenco-online.com
Select Screen Prints Inc.	112 Southgate Dr.		Bloomington	IL	61704	mike@selectscreenprints.com
Services Equipment Co.	P. O. Box 2032	31 Rumson Road	Livingston	NJ	07039	
Services Equipment Co.	PO Box 2032	31 Rumson Road	Livingston	NJ	07039	
ServiceWear Apparel, Inc.	545 Marriott Dr.	P. O. Box 140995	Nashville	TN	37214-0	customer.service@servicewearapparel.com
ServiceWear Apparel, Inc.	7135 Charlotte Pike, Ste. 100		Nashville	TN	37209	info@servicewearapparel.com
ServiceWear Apparel, Inc.	P. O. Box 643973		Cincinnati	OH	46264-3	swade@smsholdings.com
ServiceWear Apparel, Inc.	7135 Charlotte Pike, Ste. 100		Nashville	TN	37209	info@servicewearapparel.com
ServiceWear Apparel, Inc.	P. O. Box 643973		Cincinnati	OH	46264-3	swade@smsholdings.com
ServiceWear Apparel, Inc.	545 Marriott Dr.	P. O. Box 140995	Nashville	TN	37214-0	customer.service@servicewearapparel.com
ServiceWear Apparel, Inc.	545 Marriott Dr.	P. O. Box 140995	Nashville	TN	37214-0	customer.service@servicewearapparel.com
ServiceWear Apparel, Inc.	P. O. Box 643973		Cincinnati	OH	46264-3	swade@smsholdings.com
Sports Her Way, Inc.	2215 Greenspring Drive		Timonium	MD	21093	sue@sportsherway.com
Sports4kids.Com	12908 Fitzwater Dr., Box 758		Nokesville	VA	20182	Info@Sports4kids.Com
Sports4kids.Com	14586 Estate Drive		Woodbridge	VA	22193-3	Sales@Sportstuf.Com
Sportstuf						
SUNNY ANN COMPANY	306 Commerce St.,	P. O. Box 194	Occoquan	VA	22125	
SUNNY ANN COMPANY	14222 Smoketown Road		Woodbridge	VA	22192	
Superior Uniform Group, Inc.	Fashion Seal Unifor	P. O. Box 636822	Cincinnati	OH	45263	
Superior Uniform Group, Inc.	Fashion Seal Unifor	10055 Seminole F	Seminole	FL	33772-2	info@superioruniformgroup.com
Superior Uniform Group, Inc.	Fashion Seal Unifor	P. O. Box 932058	Atlanta	GA	31193-2	ctedesco@sug.biz
The Holliday Group, Inc.	P. O. Box 6069		Woodbridge	VA	22192-6069	
The Queensboro Shirt Co.	1400 Marstellar St.		Wilmington	NC	28401	
VICTORY TEAM APPAREL, INC.	9389 DOWDY DR	SUITE D	SAN DIEGO	CA	92126	karen@cheerleadingonline.com
What's Up Sportswear Inc	Peter Bioletto	2125 East 5th Str	Tempe	AR	85281	Pbbraves@Qwest.Net



**Nondisclosure and Confidentiality Agreement**

**RFP #: R-BB-19002**

**RFP Title: Facilities Management Products and Solutions**

**List of Offerors**

<b>Cintas Corporation 2</b>	
<b>United Laboratories, Inc.</b>	

As a member of the Facilities Management Products and Solutions evaluation committee,

I, Alejandra Meechan, agree to the following:

**DISCLOSURE**

As a PWCS employee or ex-officio/advisory member having official responsibility for a procurement transaction with any of the Offerors listed above shall participate in that transaction on behalf of PWCS knowing that:

1. The employee/member is contemporaneously employed by the offeror or contractor involved in the procurement transaction, or,
2. The employee/member, the employee/member's partner, or any member of the employee/member's immediate family holds a position with an offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent; or,
3. The employee/member, the employee/member's partner, or any member of the employee/member's immediate family has a pecuniary interest arising from the procurement transaction; or,
4. The employee/member, the employee/member's partner, or any member of the employee/member's immediate family is negotiating or has an arrangement concerning prospective employment with a bidder, offeror, or contractor.

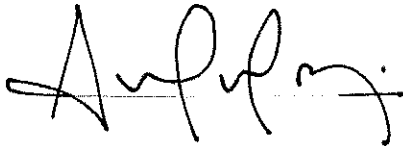
As a member of the evaluation committee appointed to advise, review, evaluate, and recommend for award proposals received in response to this RFP, by signing below, certify that to the best of my knowledge no conflict exists as outlined above and that I will abide by these ethical standards in performing my duties in the evaluation process. I also certify that, to the best of my knowledge, no conflict exists as outlined above, for past associations. If such past associations exist, please disclose below.

**CONFIDENTIALITY**

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I understand that information I may become aware of or possess as a result of this access is considered proprietary or confidential. My responsibility for proper use and protection from unauthorized disclosure of confidential or proprietary information is described in the Virginia Freedom of Information Act (FOIA). Pursuant to the Virginia FOIA, I agree not to appropriate such information for my own use or to release or disclose it to third parties. Upon expiration of this agreement, I have a continuing obligation not to disclose any confidential or proprietary information to any person or person unless authorized by the Purchasing Office. I understand that violations of this agreement are subject to administrative or civil sanctions.

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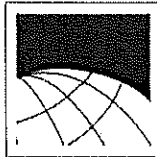
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Alejandra Meechan, MBA  
Senior Commodity Manager  
Procurement and Strategic Sourcing  
The Ohio State University

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August 24<sup>th</sup>, 2018  
(Date)

*This agreement is made part of the official procurement file for the above referenced RFP.*



**Nondisclosure and Confidentiality Agreement**

RFP #: R-BB-19002

RFP Title: **Facilities Management Products and Solutions**

**List of Offerors**

Cintas Corporation 2	
United Laboratories, Inc.	

As a member of the Facilities Management Products and Solutions evaluation committee,

I, Shelley Neal, agree to the following:

**DISCLOSURE**

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2. The employee/member, the employee/member's partner, or any member of the employee/member's immediate family holds a position with an offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent; or,
3. The employee/member, the employee/member's partner, or any member of the employee/member's immediate family has a pecuniary interest arising from the procurement transaction; or,
4. The employee/member, the employee/member's partner, or any member of the employee/member's immediate family is negotiating or has an arrangement concerning prospective employment with a bidder, offeror, or contractor.

As a member of the evaluation committee appointed to advise, review, evaluate, and recommend for award proposals received in response to this RFP, by signing below, certify that to the best of my knowledge no conflict exists as outlined above and that I will abide by these ethical standards in performing my duties in the evaluation process. I also certify that, to the best of my knowledge, no conflict exists as outlined above, for past associations. If such past associations exist, please disclose below.

**CONFIDENTIALITY**

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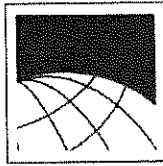


\_\_\_\_\_  
(Signature)



\_\_\_\_\_  
(Date)

*This agreement is made part of the official procurement file for the above referenced RFP.*



**Nondisclosure and Confidentiality Agreement**

RFP #: R-BB-19002

RFP Title: **Facilities Management Products and Solutions**

**List of Offerors**

Cintas Corporation 2	
United Laboratories, Inc.	

As a member of the Facilities Management Products and Solutions evaluation committee,

I, Alvis Turner, agree to the following:

**DISCLOSURE**

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3. The employee/member, the employee/member's partner, or any member of the employee/member's immediate family has a pecuniary interest arising from the procurement transaction; or,
4. The employee/member, the employee/member's partner, or any member of the employee/member's immediate family is negotiating or has an arrangement concerning prospective employment with a bidder, offeror, or contractor.

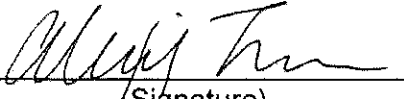
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 (non voting member)  
(Signature)

8/23/18  
(Date)

*This agreement is made part of the official procurement file for the above referenced RFP.*



**Nondisclosure and Confidentiality Agreement**

RFP #: R-BB-19002

RFP Title: **Facilities Management Products and Solutions**

**List of Offerors**

Cintas Corporation 2	
United Laboratories, Inc.	

As a member of the Facilities Management Products and Solutions evaluation committee,

I, BRIAN BURTON, agree to the following:

**DISCLOSURE**

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\_\_\_\_\_  
(Signature)

9/24/18

\_\_\_\_\_  
(Date)

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**Nondisclosure and Confidentiality Agreement**

RFP #: R-BB-19002

RFP Title: **Facilities Management Products and Solutions**

**List of Offerors**

Cintas Corporation 2	
United Laboratories, Inc.	

As a member of the Facilities Management Products and Solutions evaluation committee,

I, Anthony E. Crosby, agree to the following:

**DISCLOSURE**

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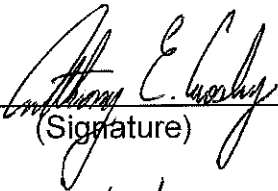
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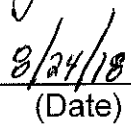
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Also, by signing below, I certify that I will not disclose any information that is presented, discussed or made accessible during my participation in the evaluation of the RFP. All communications regarding the RFP are prohibited with the exception of communications to other committee members who have signed this agreement. I understand that inappropriate disclosure of such information may result in the cancellation of the solicitation. This confidentiality statement remains in effect until; (1) a contract is awarded or (2) the RFP is cancelled.

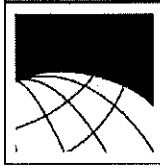
I understand that information I may become aware of or possess as a result of this access is considered proprietary or confidential. My responsibility for proper use and protection from unauthorized disclosure of confidential or proprietary information is described in the Virginia Freedom of Information Act (FOIA). Pursuant to the Virginia FOIA, I agree not to appropriate such information for my own use or to release or disclose it to third parties. Upon expiration of this agreement, I have a continuing obligation not to disclose any confidential or proprietary information to any person or person unless authorized by the Purchasing Office. I understand that violations of this agreement are subject to administrative or civil sanctions.

A vendor's demonstration site, software, processes and all related documentation and other intellectual property (collectively, "Vendor IP") is confidential and proprietary to the vendors. By accepting access to the demonstration sites and presentations, you agree to: (1) maintain the Vendor IP in confidence; (2) use the Vendor IP only for the purpose of evaluating vendor's solutions for use by Prince William County Public Schools (the "evaluation"); (3) reproduce the Vendor IP only to the extent necessary for the evaluation; (4) restrict disclosure of the Vendor IP to employees and affiliates who require such Vendor IP for the evaluation; and (5) not disclose the Vendor IP to any third party without the vendor's prior written approval.

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Date)

*This agreement is made part of the official procurement file for the above referenced RFP.*



**Nondisclosure and Confidentiality Agreement**

**RFP #: R-BB-19002**

**RFP Title: Facilities Management Products and Solutions**

**List of Offerors**

<b>Cintas Corporation 2</b>	
<b>United Laboratories, Inc.</b>	

As a member of the Facilities Management Products and Solutions evaluation committee,

I, \_\_\_\_\_, agree to the following:

**DISCLOSURE**

As a PWCS employee or ex-officio/advisory member having official responsibility for a procurement transaction with any of the Offerors listed above shall participate in that transaction on behalf of PWCS knowing that:

1. The employee/member is contemporaneously employed by the offeror or contractor involved in the procurement transaction, or,
2. The employee/member, the employee/member's partner, or any member of the employee/member's immediate family holds a position with an offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent; or,
3. The employee/member, the employee/member's partner, or any member of the employee/member's immediate family has a pecuniary interest arising from the procurement transaction; or,
4. The employee/member, the employee/member's partner, or any member of the employee/member's immediate family is negotiating or has an arrangement concerning prospective employment with a bidder, offeror, or contractor.

As a member of the evaluation committee appointed to advise, review, evaluate, and recommend for award proposals received in response to this RFP, by signing below, certify that to the best of my knowledge no conflict exists as outlined above and that I will abide by these ethical standards in performing my duties in the evaluation process. I also certify that, to the best of my knowledge, no conflict exists as outlined above, for past associations. If such past associations exist, please disclose below.

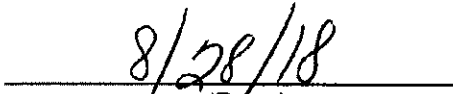
**CONFIDENTIALITY**

Also, by signing below, I certify that I will not disclose any information that is presented, discussed or made accessible during my participation in the evaluation of the RFP. All communications regarding the RFP are prohibited with the exception of communications to other committee members who have signed this agreement. I understand that inappropriate disclosure of such information may result in the cancellation of the solicitation. This confidentiality statement remains in effect until; (1) a contract is awarded or (2) the RFP is cancelled.

I understand that information I may become aware of or possess as a result of this access is considered proprietary or confidential. My responsibility for proper use and protection from unauthorized disclosure of confidential or proprietary information is described in the Virginia Freedom of Information Act (FOIA). Pursuant to the Virginia FOIA, I agree not to appropriate such information for my own use or to release or disclose it to third parties. Upon expiration of this agreement, I have a continuing obligation not to disclose any confidential or proprietary information to any person or person unless authorized by the Purchasing Office. I understand that violations of this agreement are subject to administrative or civil sanctions.

A vendor's demonstration site, software, processes and all related documentation and other intellectual property (collectively, "Vendor IP") is confidential and proprietary to the vendors. By accepting access to the demonstration sites and presentations, you agree to: (1) maintain the Vendor IP in confidence; (2) use the Vendor IP only for the purpose of evaluating vendor's solutions for use by Prince William County Public Schools (the "evaluation"); (3) reproduce the Vendor IP only to the extent necessary for the evaluation; (4) restrict disclosure of the Vendor IP to employees and affiliates who require such Vendor IP for the evaluation; and (5) not disclose the Vendor IP to any third party without the vendor's prior written approval.

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Date)

*This agreement is made part of the official procurement file for the above referenced RFP.*

**PWCS Lead Agency Procurement Self-Certification  
September 2017**

<b>Uniform Grant Guidance 200.324</b>	<b>Procurement Policy</b>
<p>200.317 Procurements By States When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with section 200.322 Procurement Of Recovered Materials and ensure that every purchase order or other contract includes any clauses required by section 200.326 Contract Provisions. All other non-Federal entities, including subrecipients of a state, will follow sections 200.318 General Procurement Standards through 200.326 Contract Provisions.</p>	<p>Individual policies referenced below constitute self-certification by Prince William County Schools (PWCS)</p>
<p>200.318 General Procurement Standards (a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.</p>	<p><a href="#">PWCS Regulation 470-1</a>, Purchasing</p>
<p>(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.</p>	<p><a href="#">PWCS Regulation 333-1</a>, Seeking, Securing and Managing Public and Private Grants</p>
<p>(c) (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.</p>	<p>n/a</p>
<p>200.318 (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.</p>	<p><a href="#">PWCS Regulation 333-1</a>, Seeking, Securing and Managing Public and Private Grants</p>

**PWCS Lead Agency Procurement Self-Certification  
September 2017**

<p>200.318 (e) To foster greater economy and efficiency, and in accordance with effort-s-to promote cost-effective use of shared services across the Federal government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.</p>	<p><a href="#">PWCS Regulation 333-1</a>, Seeking, Securing and Managing Public and Private Grants</p>
<p>200.318 (f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.</p>	<p><a href="#">PWCS Regulation 333-1</a>, Seeking, Securing and Managing Public and Private Grants</p>
<p>200.318 (g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.</p>	<p><a href="#">PWCS Regulation 333-1</a>, Seeking, Securing and Managing Public and Private Grants <a href="#">PWCS Regulation 890-1</a>, New Construction and Modifications to Buildings, Equipment, and Grounds</p>
<p>200.318 (h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.</p>	<p><a href="#">PWCS Regulation 470-1</a>, Purchasing (Section II)</p>
<p>(j) The non-Federal entity may use time and material type contracts only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and material type contract means a contract whose cost to a non-Federal entity is the sum of:</p> <p>(j) (1) The actual cost of materials; and</p> <p>(j) (2) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.</p> <p>Since this formula generates an open-ended contract price, a time-and materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.</p>	<p><a href="#">PWCS Regulation 333-1</a>, Seeking, Securing and Managing Public and Private Grants</p>
<p>(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and</p>	<p><a href="#">PWCS Regulation 470-1</a>, Purchasing (Section X and XII)</p>

**PWCS Lead Agency Procurement Self-Certification  
September 2017**

<p>claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.</p>	
<p>(c) (l)The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee; officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.</p>	<p><a href="#">PWCS Regulation 470-1</a>, Purchasing, (Section XIV)</p>
<p>200.319 Competition (a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to: (a) (1) Placing unreasonable requirements on firms in order for them to qualify to do business; (a) (2) Requiring unnecessary experience and excessive bonding; (a) (3) Noncompetitive pricing practices between firms or between affiliated companies; (a) (4) Noncompetitive contracts to consultants that are on retainer contracts;</p>	<p><a href="#">PWCS Regulation 470-1</a>, Purchasing (Section IV, XIII and XIV)</p>



**PWCS Lead Agency Procurement Self-Certification  
September 2017**

<p>(a) (5) Organizational conflicts of interest; (a) (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and</p>	
<p>(a) (7) Any arbitrary action in the procurement process. (b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.</p>	<p>The Virginia Public Procurement Act does not give enabling authority for geographical preferences. See <a href="#">Code of Virginia 2.2-4303.1C</a></p>
<p>(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:</p>	<p><a href="#">PWCS Regulation 470-1</a>, Purchasing (Section IV) <a href="#">PWCS Regulation 333-1</a>, Seeking, Securing and Managing Public and Private Grants</p>
<p>(c) (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and</p>	<p><a href="#">PWCS Regulation 470-1</a>, Purchasing (Section IV)</p>
<p>(c) (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.</p>	<p><a href="#">PWCS Regulation 470-1</a>, Purchasing (Section IV)</p>
<p>(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.</p>	<p><a href="#">PWCS Regulation 470-1</a>, Purchasing <a href="#">Code of Virginia 2.2-4317</a>, Prequalification generally</p>
<p>200.318 (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to</p>	<p><a href="#">PWCS Regulation 333-1</a>, Seeking, Securing and Managing Public and Private Grants</p>

**PWCS Lead Agency Procurement Self-Certification  
September 2017**

<p>consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.</p>	
<p>200.318 (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.</p>	<p><a href="#">PWCS Regulation 333-1</a>, Seeking, Securing and Managing Public and Private Grants</p>
<p>200.318 (f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.</p>	<p><a href="#">PWCS Regulation 333-1</a>, Seeking, Securing and Managing Public and Private Grants</p>
<p>200.318 (g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.</p> <p>200.318 (h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.</p>	<p><a href="#">PWCS Regulation 890-1</a>, New Construction and Modifications to Buildings, Equipment, and Grounds <a href="#">PWCS Regulation 333-1</a>, Seeking, Securing and Managing Public and Private Grants</p>
<p>200.320 Methods Of Procurement To Be Followed The non-Federal entity must use one of the following methods of procurement.</p>	<p><a href="#">PWCS Regulation 470-1</a>, Purchasing (Section IV)</p>
<p>(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$3,500 (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.</p>	<p><a href="#">PWCS Regulation 333-1</a>, Seeking, Securing and Managing Public and Private Grants</p>
<p>(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.</p>	<p><a href="#">PWCS Regulation 470-1</a>, Purchasing (Section IV)</p>
<p>(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited</p>	<p><a href="#">PWCS Regulation 470-1</a>, Purchasing (Section IV)</p>

**PWCS Lead Agency Procurement Self-Certification  
September 2017**

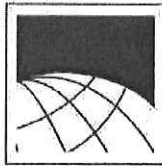
<p>and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section below apply.</p> <p>(1) In order for sealed bidding to be feasible, the following conditions should be present:</p> <p>(i) A complete, adequate, and realistic specification or purchase description is available;</p> <p>(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and</p>	
<p>(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.</p> <p>(2) If sealed bids are used, the following requirements apply:</p> <p>(i) The invitation for bids will be publicly advertised and bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids;</p> <p>(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;</p> <p>(iii) All bids will be publicly opened at the time and place prescribed in the invitation for bids;</p> <p>(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and</p>	<p><a href="#">PWCS Regulation 470-1</a>, Purchasing (Section IV)</p>

**PWCS Lead Agency Procurement Self-Certification  
September 2017**

<p>(v) Any oral bids may be rejected if there is a sound documented reason.</p> <p>(d) Procurement by competitive proposals</p>	
<p><b>Uniform Grant Guidance</b></p>	<p><b>Procurement Policy</b></p>
<p>Clean Air Act ( <a href="#">42 U.S.C. 7401- 7671g.</a>) and the Federal Water Pollution Control Act ( <a href="#">33 U.S.C. 1251- 1387</a>), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ( <a href="#">42 U.S.C. 7401- 7671g</a>) and the Federal Water Pollution Control Act as amended ( <a href="#">33 U.S.C. 1251- 1387</a>). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA), as applicable.</p>	<p><a href="#">2 CFR 200.326</a></p>
<p>Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <a href="#">2 CFR 180.220</a>) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <a href="#">2 CFR 180</a> that implement Executive Orders 12549 ( <a href="#">3 CFR part 1986Comp.</a>, p. 189) and 12689 ( <a href="#">3 CFR part 1989Comp.</a>, p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than <a href="#">Executive Order 12549</a>, as applicable</p>	
<p>Byrd Anti-Lobbying Amendment ( <a href="#">31 U.S.C. 1352</a>) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any</p>	

**PWCS Lead Agency Procurement Self-Certification**  
**September 2017**

<p>agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by <u>31 U.S.C. 1352</u>. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award, as applicable.</p>	
<p>Procurement of Recovered Materials ( 2 CFR 200.322) – A <u>non-Federal entity</u> that is a <u>state</u> agency or agency of a political subdivision of a <u>state</u> and its <u>contractors</u> must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <u>40 CFR part 247</u> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines, as applicable.</p>	



**CONTRACT MODIFICATION**

**MODIFICATION #1**

**ISSUE DATE: September 6, 2019**

**REFERENCE:**

Title: Facilities Management Products and Solutions  
 Contract #: R-BB-19002  
 Contractor: Cintas Corporation No. 2  
 Period of Contract: December 13, 2018 through October 31, 2023

*Modify the above referenced contract as follows:*

1. Contract page 12, Additional Charges, Size Premium, modify to add Size premium defined as shirts 2X and larger and pants inseams size 34 inches and above.
2. Contract page 12, Additional Charges, Size Premium, change contract pricing from \$1.50 to \$0.15 per garment.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Brian Burtner, CPPB, VCO  
 Buyer

Cintas Corporation No. 2

Signature

Name and Title

Date

*Craig Jackson Director of Capital Purchasing*  
 9/6/19

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

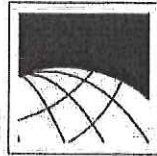
Signature

Anthony Crosby, CPPO  
 Supervisor of Purchasing

Date

  
 9/6/19

**PURCHASING OFFICE**



**CONTRACT MODIFICATION**

**MODIFICATION #2**

**ISSUE DATE: December 12, 2019**

**REFERENCE:** Title: Facilities Management Products and Solutions  
 Contract #: R-BB-19002  
 Contractor: Cintas Corporation No. 2  
 Period of Contract: December 13, 2019 through October 31, 2023

*Modify the above referenced contract as follows:*

1. PWCS authorizes a 1.8% increase to all contracted items per the attached.
2. All non-contracted items are priced pursuant to the structure detailed in the contract R-BB-19002 and through the contract percentage discounts.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Brian Burtner, CPPB, VCO  
 Buyer

CINTAS CORPORATION NO. 2

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Signature

Signature

Name and Title

Anthony Crosby, CPPO  
 Supervisor of Purchasing

Date

Date

*Craig Jackson, Director*  
*12/23/19*

*Anthony E. Crosby*  
*1/2/20*

**PURCHASING OFFICE**

# Cintas New Jersey Packet

OMNIA

Prince William County Public Schools (VA)  
Facilities Management Products & Solutions  
#R-BB-19002



- 1. New Jersey LFN 2012-10 Packet Check List**
  - Contract Documents Screenshot
  - Page from solicitation that indicates Lead Agency and issuance of solicitation on behalf of themselves, U.S. Communities and agencies nationally
- 2. New Jersey Business Registration Certificate for the contractor and any subcontractors (i.e., copy of certificate)**
- 3. Statement of Corporate Ownership (an original form prepared for the contracting agency awarding the contract)**
- 4. Public Contract EEO Compliance (Employee Information Report form or proof of participation in a federally approved affirmative action program)**
- 5. Non-collusion affidavit**
- 6. Soft or Hard cost savings benchmark**
- 7. Solicitation Posting Documents**
- 8. Award and Evaluation Criteria from solicitation**

- 9. Bid opening and late submission policy from solicitation**
- 10. Notice of Intent to Award---Sample**
- 11. Iranian Disclosure- Not Applicable**
- 12. W9 Form**
- 13. NJ Business Compliance Documentation**
  - Statement of Ownership Disclosure
  - Non-Collusion Affidavit
  - Affirmative Action Affidavit
  - Political Contribution Disclosure Form
  - Stockholder Disclosure Certification
  - Certification of Iranian Prohibited Activity
  - McBride Principles

[Click Here to Link Directly to Contract Documents](#)



**CONTRACT NUMBER: R-BB-19002**

*This Contract entered into this 13th day December, 2018 by, Cintas Corporation No. 2 (or any of its subsidiaries and affiliates), 6800 Cintas Blvd., Mason OH 45040, hereinafter referred to as the "Contractor" and Prince William County School Board, P.O. Box 389, Manassas, VA 20108, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".*

**WITNESSETH** that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1. **SCOPE OF CONTRACT:** Contractor shall provide Facilities Management Products and Solutions for Prince William County Schools, Virginia on behalf of all states, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations.
2. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following:
  - 2.1. This signed Contract document;
  - 2.2. Memorandum of Negotiations dated November 1, 2018 (Attachment A)
3. **CONTRACT TERM AND RENEWAL:**
  - 3.1. The initial term of this contract shall be from December 13, 2018 through October 31, 2023, with the option to renew for two (2) additional two (2) year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.
  - 3.2. The products and services which are the subject of this Master Agreement may be covered by a service or maintenance agreement. The term of the service or maintenance agreement shall be governed by that document and may survive the expiration of this Master Agreement.
4. **CONTRACT ADMINISTRATOR:** As the Contract Administrator, the following individual, or his designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

Brian Burtner, CPPB, Buyer, (703) 791-8736, [burtneba@pwcs.edu](mailto:burtneba@pwcs.edu)
5. **PRICING:** In accordance with applicable percentage discounts and prices, per attached Contractor's response dated September 25, 2018 and negotiated prices/rates negotiated September 25, 2018 (see attached).
6. **PAYMENT TERMS:** 2% Discount Net 15, Standard terms are Net 30 days

[Click Here to Link Directly to Contract Documents](#)



**REQUEST FOR PROPOSAL**

**ISSUE DATE:** July 17, 2018

**RFP #:** R-BB-19002

**TITLE:** FACILITIES MANAGEMENT PRODUCTS AND SOLUTIONS

Sealed proposals must be received and time stamped in **prior to 2:00 PM, August 23<sup>rd</sup>, 2018**. Offerors are responsible for ensuring that the Purchasing Office receives their proposal submission by the deadline indicated. The time a proposal is received shall be determined by the time stamped by the time clock in the Purchasing Office. **Proposals received after the stated due date and time shall not be considered.**

**All questions/requests for information must be submitted in writing, addressed to:** Prince William County Schools Purchasing Office, ATTN: RFP No. R-BB-19002, 14715 Bristow Road, Manassas, VA 20112 and to be assured consideration, must be received prior to **4:30 PM, August 7<sup>th</sup>, 2018**. Questions may be submitted by fax to (703) 791-8610, or email to Brian Burtner, Buyer (burtneba@pwcs.edu). After reviewing any questions/requests submitted, the PWCS Purchasing Office will issue an addendum to respond to items it deems necessary. Changes to this RFP will be made only by written addendum issued by the PWCS Purchasing Office.

**PROPOSALS MAILED SHALL BE SENT DIRECTLY TO:**

Prince William County Public Schools  
 Attn: Purchasing Office  
 Financial Services/Purchasing Room #1500  
 RFP #R-BB-19002  
 P.O. Box 389  
 Manassas, VA 20108

**PROPOSALS HAND DELIVERED AND/OR EXPRESS COURIER SERVICES SHALL BE DELIVERED TO:**

Prince William County Public Schools  
 Attn: Purchasing Office  
 RFP #R-BB-19002  
 14715 Bristow Road  
 Manassas, VA 20112  
 Attn: Financial Services/Purchasing Room #1500

Addendum No. \_\_\_ Date: \_\_\_\_\_ Addendum No. \_\_\_ Date: \_\_\_\_\_ Addendum No. \_\_\_ Date: \_\_\_\_\_

**Information the offerors deems proprietary is to be included in the proposal in the separate section of the proposal identified and included in (TAB 7) of the proposal response. See Proposal Submission Requirements, Section 7.10, in this RFP for additional information.**

**Proprietary Information Enclosed:** \_\_\_ YES \_\_\_ NO

**All proposed exceptions to this RFP, and any proposed changes to the contract documents or terms and conditions, are to be included in (TAB 8) of the proposal response. See Proposal Submission Requirements Section 7.12 in this RFP for additional information.**

**Proposed Exceptions to the RFP:** \_\_\_ YES \_\_\_ NO



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:

**CINTAS CORPORATION NO 2**

ADDRESS:

**6800 CINTAS BLVD  
MASON OH 45040**

EFFECTIVE DATE:

**05/31/00**

TRADE NAME:

**CINTAS**

SEQUENCE NUMBER:

**0023447**

ISSUANCE DATE:

**01/31/07**



Acting Director  
New Jersey Division of Revenue

FORM BR-208 (07)



Certification 39518

### CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2019** to **15-MAR-2022**

**CINTAS CORPORATION  
6800 CINTAS BLVD.  
MASON OH 45040**



*Elizabeth M. Muoio*

ELIZABETH MAHER MUOIO  
State Treasurer



To Whom It May Concern:

Cintas is a federal contractor and participates in the Federal Affirmative Action program. Cintas has Affirmative Action plans in place for all of our New Jersey locations with 50 or more employees. Should you have specific questions, please feel free to contact me. 513.754.3674.

Jessica Huhn

Employment and Compliance Manager

Cintas Corporation, 8800 Cintas Blvd., P.O. Box 625737, Cincinnati, OH 45262-5737, Office 513-400-1200, Fax 513-573-6199, [www.cintas.com](http://www.cintas.com)



NON-COLLUSION AFFIDAVIT

State of New Jersey  
County of \_\_\_\_\_ Union \_\_\_\_\_

ss:

I, Andrew Daniello residing in \_\_\_\_\_ Union \_\_\_\_\_  
(name of affiant) (name of municipality)  
in the County of \_\_\_\_\_ Union \_\_\_\_\_ and State of New Jersey of full age, being duly sworn  
according to law on my oath depose and say that:

I am \_\_\_\_\_ General Manager \_\_\_\_\_ of the firm of Cintas Corporation No. 2  
(title or position) (name of firm)  
the bidder making this Proposal for the bid

entitled \_\_\_\_\_, and that I executed the said proposal with  
(title of bid proposal)  
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated  
in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the  
above named project; and that all statements contained in said proposal and in this affidavit are true and  
correct, and made with full knowledge that the Cintas Corporation No. 2 relies upon the truth of  
the statements contained in said Proposal

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such  
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee,  
except bona fide employees or bona fide established commercial or selling agencies maintained by

\_\_\_\_\_.

Subscribed and sworn to

before me this day

\_\_\_\_\_

Signature

Andrew Daniello  
(Type or print name of affiant under signature)

Open 9<sup>th</sup>, 2021

George Pecoraro  
Notary public of  
My Commission expires

GEORGE PECORARO  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES JULY 1, 2025

(Seal)



Cintas offers extremely competitive pricing through its Omnia Partnership that was created to allow for the maximum benefit to Savings that Cintas is able to provide on a wide range of products and solutions.



Example 1 Weekly Rental Account

Current	New Weekly	Savings Percentage	Savings
72.12	37.2	34.92	48%

Example 2 Weekly Rental Account

Current Weekly	New Weekly	Savings Percentage	Savings
157.53	121.35	36.18	23%



Design Mode

**ALERT!** In all solicitations, you must address the section entitled **Authority to Transact Business in the Commonwealth of Virginia** response with a check mark will result in your response being deemed non-responsive.

Enable drag &amp; drop



Some of the following links require Adobe Reader.

## Inclement Weather

Due to inclement weather conditions, PWCS may elect to close schools and administration offices. The following is an explanation of the policy:

**Code Green:** All PWCS schools are closed. Administration offices are opened.

**Code Red:** All PWCS schools are closed. Administration offices are closed.

- In the event of a delay school opening, all times shall remain as stated in the Invitation for Bid/Request for Proposal.
- In the event that PWCS closes on a CODE GREEN, any optional/mandatory pre-bid/proposal conference and all bid/proposal openings will be held as scheduled.
- In the event that PWCS closes on a CODE RED, any optional/mandatory pre-bid proposal conference and all bid/proposal openings will be held on the next business day the PWCS experiences a normal opening, a delayed opening, or a school closing on a CODE GREEN, at the time previously scheduled. No exceptions will be made in this matter

Solicitation No.	Description	Due Date	Buyer Contact
R-DJ-19003 Addendum #1	Human Resource Management Solution	08/09/18 @ 2:00 p.m.	Daemien Jones
R-BB-19005	Kitchen Equipment, Miscellaneous	08/15/18 @ 2:00 p.m.	Brian Burtner
R-BB-19002 Addendum #1	Facilities Management Products and Solutions	08/23/18 @ 2:00 p.m.	Brian Burtner

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Solicitation No.	Description	Due Date	Buyer Contact
R-TC-18043 Addendum #1 Employee Insurance Census Data Addendum # 2 Appendix B Appendix C Appendix D Appendix E Appendix F Addendum #3 Appendix G	Short & Long Term Disability Programs and Voluntary Long Term Care Products	07/02/18 07/17/18 @ 2:00 p.m.	Tony Crosby
R-TC-18048	Group Medical and Dental Programs	07/30/18 @ 2:00 p.m.	Tony Crosby
R-BB-18049 Addendum #1	Food Service Cleaning Supplies	07/31/18 @ 2:00 p.m.	Brian Burtner
R-BB-19002	Facilities Management Products and Solutions	08/23/18 @ 2:00 p.m.	Brian Burtner

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**Fauquier Times | Prince William Times | Gainesville Times**  
 41 CULPEPER ST. WARRENTON, VA 20186 | 540.347.4222 F: 540.349.8676

PWC PUBLIC SCHOOLS ANGIE BAKER, PURCHASING P.O. BOX 389 MANASSAS VA 20108 (703)791-8743		<i>Account:</i> 329241 <i>Ad Number:</i> 4806820 <i>Source:</i> EMAIL <i>Size:</i> 2 X 2.59 <i>Sales Rep:</i> JCLG <i>Words:</i> 49 <i>Lines:</i> 50
<i>Cost of Ad</i>	<i>Payments</i>	<i>Total Due</i>
53.00	0.00	53.00
<i>Class:</i> LGS LEGALS		<i>SubClass:</i> 485 BIDS & PROPOSALS
<i>Description:</i> RFP #R-tc-18043		
GVTC and PWTC Class		Jul 25
Web Ads Class		Jul 25

AD MAKEUP NOTES

**Request for Proposal  
 RFP #R-BB-19002**

**FACILITIES MANAGEMENT  
 PRODUCTS AND  
 SOLUTIONS**

Sealed proposals are being solicited by Prince William County Public Schools (PWCS) to establish a contract through competitive negotiations for FACILITIES MANAGEMENT PRODUCTS AND SOLUTIONS. Download the solicitation at <http://purchasing.departments.pwcs.edu>. Proposals are due August 23, 2018 at 2:00 p.m.

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STATE OF WASHINGTON -- KING COUNTY

--ss.

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364073

No.

U.S. COMMUNITIES

**Affidavit of Publication**

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12<sup>th</sup> day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

BCSB:FACIL MGMNT PRODUCTS

was published on

07/18/18 07/19/18 07/20/18 07/21/18 07/23/18 07/24/18 07/25/18

The amount of the fee charged for the foregoing publication is the sum of \$350.00 which amount has been paid in full.



Affidavit of Publication

A handwritten signature in blue ink, appearing to be "Mel".

Subscribed and sworn to before me on

07/25/2018

Notary public for the State of Washington,  
residing in Seattle



# State of Washington, King County

## U.S. Communities Government Purchasing Alliance Facilities Management Products and Solutions Proposals Due: August 23

RFP# R-BB-19002

Prince William County Public Schools, VA (the "Lead Public Agency"), on behalf of the U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Facilities Management Products and Solutions. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 pm local time on August 23rd, 2018. Additional information may be found at: <https://www.pwcs.edu/departments/purchasing>.

Date of first publication in the Seattle Daily Journal of Commerce, July 18, 2018.

7285664078



6805 SE Lake Road, Portland, OR 97222  
PO Box 22109 Portland, OR 97269-2169  
Phone: 503-684-0360 Fax: 503-620-3433  
Email: [legal@commnewsappera.com](mailto:legal@commnewsappera.com)

**AFFIDAVIT OF PUBLICATION**  
State of Oregon, County of Multnomah, SS I, Charlotte Allsop, being the first duly sworn, depose and say that I am the Accounting Manager of the Business Tribune, a newspaper of general circulation, published at Portland, in the aforesaid county and state, as defined by ORS 193.010 and 193.020, that

**Ad#: 59497**  
**Owner: U.C. Communities**  
**Description: MASTER AGREEMENT FOR FACILITIES MANAGEMENT PRODUCTS AND SOLUTIONS**

A copy of which is hereto annexed, was published in the entire issue of said newspaper for 7 week(s) in the following issue:  
**07/20/2018, 07/24/2018,**  
**07/27/2018, 07/31/2018,**  
**08/03/2018, 08/07/2018, 08/10/2018**

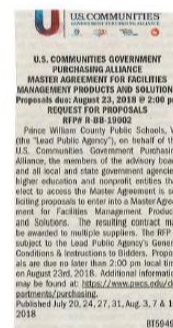
*Charlotte Allsop*

Charlotte Allsop (Accounting Manager)

Subscribed and sworn to before me this 08/10/18



Acct #: 332066  
**Attn: ALEXIS TURNER**  
U.S. COMMUNITIES  
700 GROVE STREET, 11C  
JERSEY CITY, NJ 07310

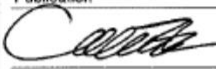


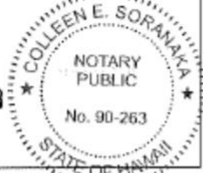
AFFIDAVIT OF PUBLICATION

IN THE MATTER OF  
RFP# R-BB-15002

)  
)  
)  
)  
)  
)  
)

STATE OF HAWAII )  
 ) SS.  
City and County of Honolulu )

Doc. Date:	<u>JUL 26 2018</u>	# Pages:	<u>1</u>
Notary Name:	<u>COLLEEN E. SORANKA</u>	First Judicial Circuit	
Doc. Description:	<u>Affidavit of</u>		
Publication			
	<u>JUL 26 2018</u>		
Notary Signature	Date		



RFP# R-BB-15002

Prince William County Public Schools, WA (the "Lead Public Agency"), on behalf of the U.S. Consortium Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is selecting proposals to enter into a Master Agreement for Facilities Management Products and Services. The resulting contract may be awarded in multiple regions. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 pm local time on August 23rd, 2018. Additional information may be found at: <https://www.pwsc.edu/contracts/procurement> (07/11/2016 - 7/20, 7/21, 7/22, 7/23, 7/24, 7/25, 7/28/16)

Gwyn Pang being duly sworn, deposes and says that she is a clerk, duly authorized to execute this affidavit of Oahu Publications, Inc. publisher of The Honolulu Star-Advertiser, MidWeek, The Garden Island, West Hawaii Today, and Hawaii Tribune-Herald, that said newspapers are newspapers of general circulation in the State of Hawaii, and that the attached notice is true notice as was published in the

Honolulu Star-Advertiser 0 times on:

MidWeek 0 times on:

The Garden Island 0 times on:

Hawaii Tribune-Herald 7 times on:  
07/20, 07/21, 07/22, 07/23, 07/24, 07/25, 07/26/2018

West Hawaii Today 0 times on:

Other Publications: 0 times on:

And that affiant is not a party to or in any way interested in the above entitled matter.

Gwyn Pang  
Gwyn Pang  
Subscribed to and sworn before me this 26 day of July A.D. 2018

Colleen E. Soranka, Notary Public of the First Judicial Circuit, State of Hawaii  
My commission expires: Jan 06 2020



Ad # 000116066 SP.NO.: \_\_\_\_\_ L.N.

CAPITAL CITY PRESS.

Publisher of  
THE ADVOCATE

PROOF OF PUBLICATION

The hereto attached notice was published in THE ADVOCATE, a daily newspaper of general circulation published in Baton Rouge, Louisiana, and the Official Journal of the State of Louisiana, City of Baton Rouge, and Parish of East Baton Rouge or published daily in THE NEW ORLEANS ADVOCATE, in New Orleans Louisiana, or published daily in THE ACADIANA ADVOCATE in Lafayette, Louisiana, in the following issues:

07/21/2018, 07/22/2018, 07/23/2018,  
07/24/2018, 07/25/2018, 07/26/2018,  
07/27/2018

*Kristi Bunch*  
Kristi Bunch, Public Notices Representative

Sworn and subscribed before me by the person whose signature appears above

7/27/2018

*M. Monic McChristian*  
M. Monic McChristian,  
Notary Public ID# 88293  
State of Louisiana  
My Commission Expires: Indefinite



U.S. COMMUNITIES 282333-01  
ALEXIS TURNER  
700 GROVE ST APT 11C  
JERSEY CITY, NJ 07310

**PUBLIC NOTICE**  
Prize William County Public Schools, VA the "Lead Public Agency", on behalf of the U.S. Communities Government Purchasing Alliance, the members of the alliance, have issued all local and state government agencies, higher education and nonprofit entities that elect or accept the Master Agreement is soliciting proposals to enter into a Master Agreement for Facilities Management Products and Solutions. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Exhibits, to Bidders. Proposals are due no later than 2:00 pm local time on August 23rd, 2018. Additional information may be found at: <https://www.gpac-allsuppliers.com/bidding>. 282333 - lot 21-22-23-24-25-26-27-31

[Click Here to Link Directly to Contract Documents](#)



**SUMMARY SCORE SHEET**

RFP #R-BB-19002 - Facilities Management Products and Solutions

Vendor Name	Proposed Approach	Supplier Information	Proposed Costs	References	TOTAL SCORE
Value Percentages	30%	40%	25%	5%	100%
Cintas Corporation 2	27.00	39.00	25.00	0.00	91.00
United Laboratories	6.67	8.33	0.00	0.00	15.00
<b>EVALUATION CRITERIA:</b>					
Experience*	To be taken from the RFP.*				
Ability to meet the requirements	To be taken from the RFP.*				
<b>PURCHASING WILL SCORE THE FOLLOWING</b>					
Proposed Costs*	To be taken from the RFP.*				
References*	To be taken from the RFP.*				





**REQUEST FOR PROPOSAL**

**ISSUE DATE:** July 17, 2018

**RFP #:** R-BB-19002

**TITLE:** FACILITIES MANAGEMENT PRODUCTS AND SOLUTIONS

Sealed proposals must be received and time stamped in **prior to 2:00 PM, August 23<sup>rd</sup>, 2018**. Offerors are responsible for ensuring that the Purchasing Office receives their proposal submission by the deadline indicated. The time a proposal is received shall be determined by the time stamped by the time clock in the Purchasing Office. **Proposals received after the stated due date and time shall not be considered.**

**All questions/requests for information must be submitted in writing, addressed to:** Prince William County Schools Purchasing Office, ATTN: RFP No. R-BB-19002, 14715 Bristow Road, Manassas, VA 20112 and to be assured consideration, must be received prior to **4:30 PM, August 7<sup>th</sup>, 2018**. Questions may be submitted by fax to (703) 791-8610, or email to Brian Burtner, Buyer (burtneba@pwcs.edu). After reviewing any questions/requests submitted, the PWCS Purchasing Office will issue an addendum to respond to items it deems necessary. Changes to this RFP will be made only by written addendum issued by the PWCS Purchasing Office.

6. **PROPOSED SCHEDULE OF IMPLEMENTATION**

<u>Date</u>	<u>Schedule of Items</u>
July 17 <sup>th</sup> , 2018	Issue Request for Proposals
August 7 <sup>th</sup> , 2018	Questions/Inquiries Must Be Submitted By 4:00 PM
August 23 <sup>rd</sup> , 2018	Proposals Due Prior to 2:00 PM
September 12 <sup>th</sup> , 2018	Discussions with Selected Offerors
September 19 <sup>th</sup> , 2018	Award Recommendation
November 1, 2018	Award of Contract

7. **PROPOSAL SUBMISSION REQUIREMENTS**

- 7.1. One **(1) complete original proposal** (hardcopy, marked as "**Original**").
- 7.2. **Two (2) copies** of the complete proposal (**PDF format**) **on a thumb drive**.
- 7.3. **Two (2) "REDACTED COPY" (PDF format) on a thumb drive** that reflects the removal of all proprietary items. Said PDF document shall be **clearly marked as "REDACTED COPY."**
- 7.4. **One (1) hard copy** that reflects the **removal of all proprietary items**. Said copy shall be **clearly marked as "REDACTED COPY."**





**Prince William County**  
**PUBLIC SCHOOLS**  
*Providing A World-Class Education*

## NOTICE OF AWARD

Date: October 5, 2018

Title (commodity): Facilities Management Products and Solutions

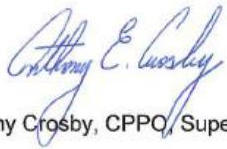
IFB No.: R-BB-19002

Contractor: Cintas Corporation 2

Amount: Requirements Contract

Comments: Awarded to the lowest responsive and responsible bidder. The Procurement file is available in the Purchasing Office for review. Copies of the bid tabulation can be obtained by going to the PWCS Web site. <http://purchasing.departments.pwcs.edu/>

Contact Person: Brian Burtner, Buyer, [burtneba@pwcs.edu](mailto:burtneba@pwcs.edu)

Approved By:   
Anthony Crosby, CPPC, Supervisor of Purchasing

Time Stamped Posting Date

5-001 18 10-5

Time Stamped Removal Date



- N/A per Greg Hart, Chief Compliance Officer , VP Govt. Affairs and Corporate Communications, Cintas Corporation

**From:** Hart, Greg  
**Sent:** Monday, June 17, 2013 6:05 PM  
**To:** Bensman, Brian  
**Subject:** RE: New Jersey LFN Packets--Iran Document

From my understanding, this would not apply to us.

***Greg Hart***  
**Chief Compliance Officer**  
**V.P. Govt. Affairs &**  
**Corporate Communications**  
**Cintas Corporation**  
**513.701.2533 (P)**  
**513.701.1375 (F)**  
**[hartg@cintas.com](mailto:hartg@cintas.com)**

# 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.  
**Cintas Corporation No. 2**

**2** Business name/disregarded entity name, if different from above  
**Cintas Corporation No. 2**

**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) **5**

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.  
**P.O. Box 631025**

**6** City, state, and ZIP code  
**Cincinnati, Ohio 45263-1025**

**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										
3	1		-	1	7	0	3	8	0	9


**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 

Date **1/12/2020**

**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.

**EXHIBIT G**  
**NEW JERSEY BUSINESS COMPLIANCE**

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**NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization: Cintas Corporation No.**

2

**Organization Address: 6800 Cintas Blvd. Cincinnati, OH 45262**

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership     Limited Partnership     Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Scott D. Farmer	6800 Cintas Blvd Cincinnati, OH 45262

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**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Santino Gambino	Title:	Sales Specialist
Signature:		Date:	4/27/2021

**NON-COLLUSION AFFIDAVIT**

<b>STANDARD BID DOCUMENT REFERENCE</b>	
	<b>Reference: VII-H</b>
Name of Form:	<b>NON-COLLUSION AFFIDAVIT</b>
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.



NON-COLLUSION AFFIDAVIT

State of Illinois  
County of Cook

SS:

I, Santino Gambino residing in Chicago  
(name of affiant) (name of municipality)

in the County of Cook and State of Illinois of full age, being  
duly sworn according to law on my oath depose and say that:

I am Sales Specialist of the firm of Cintas Corporation No. 2  
(title or position) (name of firm)

the bidder making this Proposal for the bid

entitled PWCS Facilities Management Products & Solutions #R-BB-19002,  
(title of bid proposal) and that I executed the said proposal with

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Omnia Public Sector Contracting relies upon the truth of the statements contained in said Proposal  
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Cintas Corporation No. 2

Subscribed and sworn to

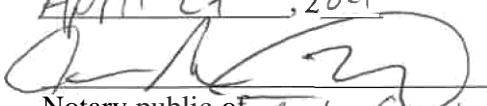
before me this day



Signature

Santino Gambino

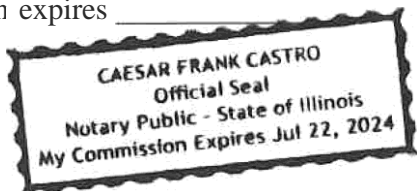
(Type or print name of affiant under signature)

April 27, 2021  


Notary public of Cook County, Illinois

My Commission expires \_\_\_\_\_

(Seal)



**AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, C.127)**

**Company Name:** Cintas Corporation No. 2

**Street:** 6800 Cintas Blvd.

**City, State, Zip Code:** Cincinnati, OH 45262

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

- 1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

- 2. A photo copy of their Certificate of Employee Information Report

OR

- 3. A complete Affirmative Action Employee Information Report (AA302) \_\_\_\_\_


**Public Work – Over \$50,000 Total Project Cost:**

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

4/27/2021



*Date*

*Authorized Signature and Title*

**Title:** Sales Specialist

**Name:** Santino Gambino

Certification 39518

### CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2019** to **15-MAR-2022**

**CINTAS CORPORATION  
6800 CINTAS BLVD.  
MASON OH 45040**



*Elizabeth M. Muoio*

ELIZABETH MAHER MUOIO  
State Treasurer

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

## A. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”


**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**  
Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.**

**Part I – Vendor Information**

Vendor Name:	Cintas Corporation No. 2		
Address:	6800 Cintas Blvd		
City:	Cincinnati	State: OH	Zip: 45262

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A  
COUNTY-BASED, CUSTOMIZABLE FORM.**



**STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership


Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

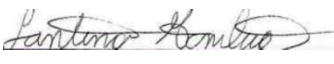
Stockholders:

Name: Scott D. Farmer	Name:
Home Address: 6800 Cintas Blvd Cincinnati, OH 45262	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 27 day of April, 2021.

(Notary Public) 

My Commission expires:



(Affiant)

*Santino Gambino - Sales Specialist*

(Print name & title of affiant)

(Corporate Seal)

**Certification of Non-Involvement in Prohibited Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

**EEOAA EVIDENCE**

Equal Employment Opportunity/Affirmative Action  
Goods, Professional Services & General Service Projects

**EEO/AA Evidence**

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

**One** of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/pa.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf) for further information.

I certify that my bid package includes the required evidence per the above list and State website.

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

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

DOC #9  
MCBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: \_\_\_\_\_

VENDOR/BIDDER

Cintas Corporation No. 2

VENDOR'S/BIDDER'S REQUIREMENT  
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS  
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

**CHECK THE APPROPRIATE BOX**

The Vendor/Bidder has no business operations in Northern Ireland; or

**OR**

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

4/27/2021

Signature

Date

Santino Gambino – Sales Specialist

Print Name and Title



# Prince William County

**PUBLIC SCHOOLS**

*Providing A World-Class Education*

## CONTRACT NUMBER: R-BB-19002

This Contract entered into this 13th day December, 2018 by, Cintas Corporation No. 2 (or any of its subsidiaries and affiliates), 6800 Cintas Blvd., Mason OH 45040, hereinafter referred to as the "Contractor" and Prince William County School Board, P.O. Box 389, Manassas, VA 20108, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".

**WITNESSETH** that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1. **SCOPE OF CONTRACT:** Contractor shall provide Facilities Management Products and Solutions for Prince William County Schools, Virginia on behalf of all states, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations.
2. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following:
  - 2.1. This signed Contract document;
  - 2.2. Memorandum of Negotiations dated November 1, 2018 (Attachment A)
3. **CONTRACT TERM AND RENEWAL:**
  - 3.1. The initial term of this contract shall be from December 13, 2018 through October 31, 2023, with the option to renew for two (2) additional two (2) year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.
  - 3.2. The products and services which are the subject of this Master Agreement may be covered by a service or maintenance agreement. The term of the service or maintenance agreement shall be governed by that document and may survive the expiration of this Master Agreement.
4. **CONTRACT ADMINISTRATOR:** As the Contract Administrator, the following individual, or his designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

Brian Burtner, CPPB, Buyer, (703) 791-8736, [burtneba@pwcs.edu](mailto:burtneba@pwcs.edu)
5. **PRICING:** In accordance with applicable percentage discounts and prices, per attached Contractor's response dated September 25, 2018 and negotiated prices/rates negotiated September 25, 2018 (see attached).
6. **PAYMENT TERMS:** 2% Discount Net 15, Standard terms are Net 30 days

**7. TERMINATION FOR CONVENIENCE:**

- 7.1. If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as a termination fee equal to 50 weeks of rental service.
- 7.2. If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as a termination fee equal to 36 weeks of rental service.
- 7.3. If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as a termination fee equal to 23 weeks of rental service.
- 7.4. If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as a termination fee of 10 weeks of rental service.
- 7.5. Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement or pay for any damaged, lost or unreturned goods at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

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Prince William County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.


*This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.*

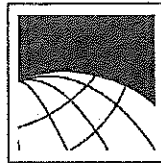
**IN WITNESS THEREOF**, the parties have caused this Contract to be executed by the following duly authorized officials:

**CONTRACTOR:** Cintas Corporation No. 2

  
\_\_\_\_\_  
Authorized Signature  
Craig Jackson  
\_\_\_\_\_  
Type Name  
National Director - Government  
\_\_\_\_\_  
Title  
12/19/18  
\_\_\_\_\_  
Date

**PURCHASING AGENCY:**

  
\_\_\_\_\_  
Authorized Signature  
Anthony Crosby, CPPO, CPPB  
\_\_\_\_\_  
Type Name  
Supervisor of Purchasing  
\_\_\_\_\_  
Title  
12/21/18  
\_\_\_\_\_  
Date



**MEMORANDUM OF NEGOTIATIONS**  
**R-BB-19002**

Dated: November 13, 2018

Prince William County Schools (hereinafter called PWCS) and Cintas Corporation No. 2 (hereinafter called the Contractor) hereby agree to the following in the execution of Contract R-BB-19002 for Facilities Management Products and Solutions. The final Contract contains the following documents:

- a. PWCS's Request for Proposal, R-BB-19002, dated July 17, 2018 and Addendum #1, dated August 8, 2018;
- b. Contractor's proposal dated August 13, 2018;
- c. Contractor's responses to Clarification Questions and Negotiations dated September 25, 2018, attached;
- d. Contractor's best and Final Offer, dated October 5, 2018;
- e. PWCS RFP R-BB-19002, General Terms and Conditions, Paragraph 30, Indemnification, is hereby modified to include "to the fullest extent permitted by applicable law".
- f. This Memorandum of Negotiations;
- g. Any subsequent modifications to the Contract.
- h. For FRC garments: Customer agrees it bears sole responsibility for selecting the flame-resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). **CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH.** Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that results or may result from the use of the garments, including but not limited to any alleged



failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.

- i. For high visibility garments: Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties whether express or implied, related to the garments.

ACCEPTED BY:

 _____ Contractor Authorized Signature	<u>12/19/18</u> _____ Date
 _____ National Director - Government Title	
 _____ Anthony Crosby Supervisor of Purchasing	<u>12/21/18</u> _____ Date

1. How often do you update your inventory? Are all new deployments brand new uniforms or are they recycled from past agencies?

All rental uniforms are put through quality inspection weekly when turned in for laundry. If it is determined that a garment needs replaced due to normal wear, it will be upgraded. Age of garment is not a factor as QA is graded upon condition. New wearers could get new uniform if not available in the local stockroom. However, if stock is available, uniforms can be recycled if they are in "like-new" graded condition. Customer can request all new hires get new uniforms, however the lead time to install would be extended.

2. Are your vending options available as a part of this proposal (for scrubs or other uniforms)? If these are available, what is the cost? Yes.

Item Code	Description	List Price	USC Pricing
D10	Small Dispenser		
D16	Medium Dispenser		
D20	Large Dispenser		
R110	Return Unit		
RX	Wall Mounted Unit		

The use of scrub dispensing units is increasing all over college campus' and other public entities. Cintas will continue to focus its sales efforts in this space to also include units that dispense lab coats and other clothing items.

3. Do you offer dielectric testing on your gloves? If so, what would be the cost for this service?

Yes, this is one of Cintas' newest offerings. Please see attached for both additional information about the service and the pricing available.

4. Do you offer wet mats that would be appropriate for showers and locker rooms?

Yes, we offer Drainage Mats which can be used in wet areas. The pricing for this item is [REDACTED]

5. Do you offer calibration on the chemical dilution centers free of charge? Are these installed free of charge?

Yes. Yes

6. Do you work on Halon fire suppression systems?

Yes, Cintas provides this service only in certain markets. Because it is not a nationwide service, it is priced locally to with a [REDACTED] discount, per the US Communities contract.

7. What is the price for the training programs you offer?

The pricing file for Training is attached.

8. What is the process for coil and carpet cleaning? How do you meet environmental regulations for public agencies (such as MS4) for these types of services? Which public agencies have you provided these types of services for in the past?

We have attached the scope of work for both Coil Cleaning and our process for Tile and Carpet Cleaning. As the work of both services is proprietary, we would ask that the attached relative to those services be redacted. While we do have experience with regulations like MS4. We have also attached our protocol for the discharge of both liquid and solid wastes incurred in the performance of these services. Cintas' Deep Clean Technician, Ultraclean SSR, or Coil Cleaning Technician must sign this document stating that he/she will adhere not only to local, state, and national regulations, but also the procedures set forth in that document. Any violations of the tenets set forth in that document is grounds for the dismissal of the employee.

9. Two of your references were not willing to provide a reference per their statutes and the other three were not responsive. Do you have any other references who could provide feedback on their experience?

Bonnie Sletman  
Sr. Procurement Agent  
Manatee County Government, BCC  
Procurement Division  
1112 Manatee Avenue West, Suite 803  
Bradenton, FL 34205  
T 941-749-3046 F 941-749-3034  
[bonnie.sletman@mymanatee.org](mailto:bonnie.sletman@mymanatee.org)

Matt Helm  
Deputy Director of Purchasing  
City of San Diego  
Phone: 619-236-6104  
[mehelm@sandiego.gov](mailto:mehelm@sandiego.gov)

Kevin Mitchell, MBA  
Budget and Procurement Director  
Lackawanna County  
200 Adams Ave.  
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(P) - 570-963-6767  
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[MitchellK@lackawannacounty.org](mailto:MitchellK@lackawannacounty.org)  
[www.lackawannacounty.org](http://www.lackawannacounty.org)

Joseph Patterson, MPA, VCO  
Department of Purchasing  
Chesterfield County  
Phone: 804.717.6307  
[Pattersonjo@chesterfield.gov](mailto:Pattersonjo@chesterfield.gov)

10. How long has the TruCount system been in place? If public agencies are having issues with their uniforms being returned in a timely fashion, what steps can be taken to make sure this doesn't affect the agency's ability to work?

Since 2016, Fulling implemented across all sites for about a year.

11. What is the lead time for new employees to be fit with uniforms?

Fitting within a week of notice. New site estimated at 4 weeks. New employee at existing site is 2-4 weeks from sizing. Can be 1 week turn if sizes are in stock at local Cintas.

12. What is the lead time for embroidery of new uniforms?

About 2 weeks. Stocked garments purchased directly are embroidered on demand and can be shipped in about a week.

13. What efforts can you make to simplify the invoicing process and make this less hands-on?

We are in the process of scheduling with the EC a demonstration of the [www.myCintas-ebilling](http://www.myCintas-ebilling) and servicing platform.

14. Is there a reason that you do not offer volume discounts or ecommerce rebates?

Volume discounts would generally be for direct purchase only. Our local reps have the freedom to price lower than the ceiling price of the agreement so volume discounts for direct purchase items is available.

15. Do you offer prompt payment discounts?

Yes, we can offer 2% Net 15 and Net 30 as standard payment terms

16. Why does California have different pricing for fire and safety?

It cost more to do business in California due to regulatory policies, labor laws, etc.

17. On page 142 you mention "minimal" charges for lockers, rolling racks and soiled hampers. Can these be provided at no charge? Can these be repaired or replaced as needed at no charge?

Yes, these will be No Charge.

18. Please explain the additional charges on page 31 for Garment Rental.

Minimum stop Charge: [REDACTED]-this is the minimum a site can average for Cintas to stop the truck. Agency pays the difference to make the service at least [REDACTED] Ex: Actual weekly rental is [REDACTED] for uniforms and mats. Customer is charged [REDACTED] as the "min stop charge" on top of the [REDACTED] To reach a total of [REDACTED] We normally suggest product additions to equal a min stop so the customer is paying for products/services.

Lockers: No charge

Make-up Waived on initial installation and for 30 days of service: this is industry standard charge to set up new uniform wearer after initial install. This covers the cost

on the plant to order, prep, set up the system and sew in the ID tap with the employee information. One-time fee per garment. Ceiling priced.

Emblem-Waived on initial installation and for the first 30 days of service: Local Cost (depending on company name and type of emblem ordered) This is the cost of the actual company emblem that is applied when adding new employee after the initial install.

Name tag- [REDACTED] The cost to set up a name to rental uniform. Normally embroidery. Ceiling Priced.

Size premium per Garment: [REDACTED] this is the price for extended sizes, starting at 2xl and up, there is an addition charge per garment. Ceiling priced.

19. Minimum Order size charges for Garment Rental are not acceptable. Is this negotiable? Minimum Order charges are fully described as the minimum amount charged to the client for stopping the Cintas vehicle and delivering the product or service contracted by the client. Under the pricing file offered in our proposal, the Minimum Order charge is [REDACTED] Cintas is willing to entertain changing the nomenclature on the contract for this charge to something else that would be acceptable to the EC.

20. What is the cost for tailoring (ex. Shortening of pants)?

[REDACTED]

21. Do you offer "tall/Long" sizes?

We do offer tall/long sizes. The charge for shirts in the extended sizes are the same as for size premiums detailed in the Cintas proposal. There are no additional charges for pants for tall sizes.

22. Do you offer summer internships or student programs for college students?

Cintas would be interested in creating with USC members opportunities for internships that coincide with our normal hiring practices for these positions:

23. In Tab 7, Exceptions, the fee for termination for convenience: Is it acceptable to substitute "termination fee" for "liquidated damages"?

Yes, this is negotiable with the contract

24. Fire Protection sales team: 6 of the states where you have no representation are in U.S. Communities' top 25 states (AL, IA, MN, NC, OR, TN) - are there plans to expand into these states?

Yes, Cintas is striving to grow the division to [REDACTED] in 10 years.

25. Should Brent Schafer be listed as the Executive?

Yes, we can update.

26. What is the Lost Replacement charge for items not listed in the market basket?

The L/R charge will also be reduced by [REDACTED]. See Link below to Cintas full catalog:  
[www.shopcintas.com](http://www.shopcintas.com)

27. Page 85, #7: What happens if a public agency is not able to accommodate net 15 or net 30 payment terms? Is it possible to make the standard payment terms for all product lines Net 30?

Yes, Net 30 is Standard term.

28. Rubber Glove Addendum:

a. What company will be required to purchase from?

Relative to the addendum, the Cintas Head/Hand electrical PPE program is considered a lease only option.

This program is based on Cintas using National Safety Apparel for all PPE items listed as well as inspection/certification of voltage rated gloves being leased.

b. No information listed in Schedule A. No pricing, etc.

See attached excel document with pricing. The addendum was a blank template.

c. Will they test gloves already in use or do we have to purchase the gloves new form them to get the testing completed.

No, this program is based on Cintas setting up a new rental solution for Head/Hand PPE.

29. Classroom Safety Training Cost Breakdown:

d. Line 65906 – Is 10 people a minimum or maximum per class? If multiple classes are needed, is the charge of the instructor per class or one time charge for multiple classes? The class size listed on the price file is the max size per class. This varies per type of class, from 10-25. The charge for the instructor is per class.

e. Line 65908 – What are normal hours and excess hours?

Monday-Friday 8am-5:00pm

Referencing Cintas' response to the initial EC questions/clarifications:

30. Item 15 – Do you offer prompt payment discounts? **This was discussed on the teleconference on September 13. We discussed 2% Net 15 and Net 30 as the standard payment. This needs to be clarified that this is your understanding as well.**

Yes, 2% Net 15 and Net 30 for standard local payment. Updated document.

31. Item 17 – On page 142 you mention "minimal" charges for lockers, rolling racks and soiled hampers. Can you provide these at no charge? Can these be repaired or replaced as needed at no charge? **This was discussed on the teleconference on September 13. This was agreed that these would be at no charge and not that this would be negotiated. Please clarify.**

[REDACTED] Updated document.

32. Item 18 – Please explain additional charges on page 31 for Garment Rental. **This was discussed on the teleconference on September 13. See question 17, this charge should be removed.**

[REDACTED]. Updated document.

33. Item 19 – Stop charges for Garment Rental are not acceptable. Is this negotiable? **This should be called minimum order size, not minimum stop charge.**

Changed language to Minimum Order Size and updated document.

34. Item 26 – What is the Lost Replacement charge for items not listed in the market basket? **Please provide us with a full catalog that the discount by category will be taken from.**

Catalog is online and can be accessed with link: [www.shopcintas.com](http://www.shopcintas.com) Updated document with the link as well.

35. Item 27 – Page 85, #7: What happens if a public agency is not able to accommodate Net 15 or Net 30 payment terms? Is it possible to make the standard payment terms for all product lines to be Net 30? **This was discussed on the teleconference on September 13. We agreed on Net 30 as standard terms. This needs to be clarified that this is your understanding as well.**

Yes, Net 30 is standard term. Updated document.

**Contract #R-BB-19002 - FACILITIES MAINTENANCE SOLUTIONS  
DISCOUNT BY PRODUCT CATEGORY**

Category	Discount (% from published/book rate)	Comments
1 Uniform Rental	[REDACTED]	Cintas has committed to US Communities participating public agencies
2 Uniform Leasing	[REDACTED]	a 10% discount off of National Account Book Pricing for all items.
3 Uniform Purchase	[REDACTED]	National Account book pricing is,
4 Shoe Purchase	[REDACTED]	generally, [REDACTED] off of local pricing structure.
5 Mat/Mop Rental	[REDACTED]	
6 Mat/Mop Leasing	[REDACTED]	
7 Mat/Mop Purchase	[REDACTED]	
8 Restroom Supplies	[REDACTED]	
9 Restroom Services	[REDACTED]	
10 Deep Cleaning Services	[REDACTED]	
11 First Aid/Safety Supplies	[REDACTED]	Can Vary by product. Minimum savings listed
12 AEDs	[REDACTED]	
13 Fire Protection Services	[REDACTED]	
14 Promotional Products	[REDACTED]	Can Vary by product. Minimum savings listed
15 Miscellaneous	[REDACTED]	
16 Other	[REDACTED]	

**ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.**



Contract #R-BB-19002 - FACILITIES MAINTENANCE SOLUTIONS  
ADDITIONAL CHARGES

Deep Clean			
Set Up Charge	Anytime we have to use the truck to clean a customer		
Truck Movement Charge	Anytime we have to move the truck during a service		
Floor Change Charge per Floor	Anytime/All times we have to change floors during a service		
Furniture Moving Charge per Hour	Used if we have to move an excessive amount of furniture that adds up to at least an hour		
Spotting Price per Hour	Used if we are asked to spot only during a service		
Mileage Charge	Charge per Mile Outside of 60 Minutes from the Location		
Minimum Stop Charge	Minimum amount we have to invoice to service the account		
Wait Charge	Used anytime the customer is not prepared to start their cleaning and we have to wait more than an hour		
Cancellation Charge	Used anytime the customer cancels less than 24 hours before the service		

Garment Rental			
Minimum Order Size	\$		
Lockers	\$		
Make Up -Waived on Initial installation and for the 1st 30 days of service	\$		
Emblem -Waived on initial installation and for the 1st 30 days of service	Cost		
Name Tag	\$		
Size Premium (starting at 2XL)	\$		

# DEEP CLEANING

Service Description	Description	Price	Pricing Detail
<b>Carpet</b>			
VCT Restoration	Used any time we do a restoration VCT job, which means stripping the floor all the way down and reapplying 4 coats of finish		
VCT Maintenance	Used any time we do a maintenance VCT job, which means top scrubbing the floor down 1-2 coats and reapplying 2 coats of finish		
VCT Maintenance	Used any time we do a cleaning VCT job, which means cleaning the floor with a Pad and Cleaner and NOT reapplying any finish		
Standard Carpet Cleaning	5 Step - PARR Process plus Protectant - Truck Mount		
Standard Carpet Cleaning	4 Step - PARR Process - Truck Mount		
Standard Carpet Cleaning	2 Step - Prespray and Rinse - Truck Mount		
Standard Carpet Cleaning	5 Step - PARR Process plus Protectant - Portable		
Standard Carpet Cleaning	4 Step - PARR Process - Portable		
Standard Carpet Cleaning	2 Step - Prespray and Rinse - Portable		
Wool Carpet Cleaning	2 Step - Prespray and Rinse		
Carpeted Steps	Cleaning Only		If step is determined to be nonstandard, the price is decided locally
Carpet Protectant	If not included with 5 Step		
Carpet Sanitizer	Used anytime we apply a sanitizer after the cleaning		
Carpet Deodorizer	Used anytime we apply a deodorizer after the cleaning		
Low Moisture Process	PreRotoScrub, Prespray, Agitate, Respray Spots (No Vacuuming)		Any vacuuming required is in addition to the sq ft price
Standard Tile	5 Step - PARR Process plus Sealer - Truck Mount		
Standard Tile	5 Step - PARR Process 2" or Less - Truck Mount		
Standard Tile	4 Step - PARR Process >2" - Truck Mount		
Standard Tile	4 Step - PARR Process 2" or Less - Truck Mount		
Sealer (After Cleaning)	Used anytime we apply an impregnating sealer after the cleaning		
Color Seal (After Cleaning)	Color Seal < 2" Tile		
Color Seal (After Cleaning)	Color Seal 2" - 8" Tile		
Color Seal (After Cleaning)	Color Seal > 8" Tile		
Kitchen Cleaning	Used anytime we clean a Kitchen, Does not include Sealer		
Standard Tile	5 Step - PARR Process plus Sealer - Portable		
Standard Tile	5 Step - PARR Process 2" or Less - Portable		
Standard Tile	4 Step - PARR Process >2" - Portable		
Standard Tile	4 Step - PARR Process 2" or Less - Portable		
Concrete Cleaning	Interior - Truck Mount Only		
Concrete Cleaning	Exterior - Truck Mount Only		
Set Up Charge	Anytime we have to use the truck to clean a customer		
Truck Movement Charge	Anytime we have to move the truck during a service		
Floor Change Charge per Floor	Anytime/All times we have to change floors during a service		
Furniture Moving Charge per Hour	Used if we have to move an excessive amount of furniture that adds up to at least an hour		
Spotting Price per Hour	Used if we are asked to spot only during a service		
Mileage Charge	Charge per Mile Outside of 60 Minutes from the Location		
Minimum Stop Charge	Minimum amount we have to invoice to service the account		
Wait Charge	Used anytime the customer is not prepared to start their cleaning and we have to wait more than an hour		
Cancellation Charge	Used anytime the customer cancels less than 24 hours before the service		
Restroom Cleaning - Sanit. UltraClean	Touchless Restroom Cleaning that sanitizes and removes spots from all surfaces, floors & fixtures		Base Charge - Weekly and Every Other Week \$35.00; Monthly \$55.00

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.

**Uniform Rental Items**  
 Discounts range from 10% to 32% of National Book Rate.  
 All Prices shown are not-to-exceed rates

Item Number	Make	Supplier/Item Number	UOM	Description	Discount (percentage from Discount by Category)	Prices for weekly Leases (no cleaning)	Prices for weekly rental (with cleaning)	L/R Charge
1	Cintas	395	EA	Comfort Work Shirts 65/35 Poly Cotton				
2	Cintas	278	EA	High Image Work Shirt 65/35 Poly Cotton				
3	Cintas	66273	EA	High Image Womens Work Shirt 65/35 Poly Cotton				
4	Cintas	945	EA	Comfort Work Pants 65/35 Poly Cotton				
5	Cintas	865	EA	Pleated Comfort Work Pants 65/35 Poly Cotton				
6	Cintas	270	EA	Comfort Work Cargo Pants 65/35 Poly Cotton				
7	Cintas	370	EA	Comfort Work Cargo Short 65/35 Poly Cotton				
8	Cintas	205	EA	Womens Comfort Work Shirt w Pocket 65/35 Poly Cotton				
9	Cintas	330	EA	Cotton Work Shirt 100% Cotton				
10	Cintas	940	EA	Cotton Work Pants 100% Cotton				
11	Cintas	394	EA	Jeans 100% Cotton				
12	Cintas	82570	EA	Chf Coat 65/35 Poly Cotton				
13	Cintas	71125	EA	Elastic Waist Chf Pants w Drawstring 65/35 Poly Cotton				
14	Cintas	333	EA	Food Processing Shirt White/Blue (no pockets, grippers) 65/35 Poly Cotton				
15	Cintas	374	EA	Executive Dress Shirt 57/43 Poly Cotton				
16	Cintas	275	EA	High Image Performance Polo Shirt 100% Microfiber Poly				
17	Cintas	86275	EA	Womens High Image Performance Polo Shirt 100% Microfiber Poly				
18	Cintas	390	EA	Womens Fit Comfort Work Pant (slim)				
19	Cintas	395	EA	Womens Fit Comfort Work Pant				
20	Cintas	259	EA	Pro-Knit Polo Shirts Moisture Wicking 100% Poly				
21	Cintas	288	EA	Pro-Knit Tee Shirt 100% Poly				
22	Cintas	970	EA	Uned Service Jacket 65/35 Poly Cotton				
23	Cintas	366	EA	High Image Jacket 65/35 Poly Cotton				
24	Cintas	912	EA	Coverall 7.5 oz 65/35 Poly Cotton				
25	Cintas	925	EA	White Lab Coat 80/20 Poly Cotton				
26	Cintas	82487	EA	White Polyester Butcher Coat 100% Poly				
27	Carhartt	384	EA	Carhartt Shirt 100% Cotton				
28	Carhartt	381	EA	Carhartt 5 Pocket Jeans 100% Cotton				
29	Carhartt	382	EA	Carhartt Carpenter Jeans 100% Cotton				
30	Carhartt	388	EA	Carhartt Work Pants 100% Cotton				
31	Carhartt	280	EA	Flame Resistant Jean				
32	Carhartt	290	EA	Flame Resistant Carpenter Jean				
33	Carhartt	294	EA	Flame Resistant Work Shirt				
34	Carhartt	371	EA	Flame Resistant Work Pant				
35	Carhartt	391	EA	Flame Resistant Coverall				
36	Happy Chef	517	EA	Food Service, Chef Coat XS-XL				
37	Happy Chef	67627	EA	Food Service, V-Neck Apron One Size				
38	Happy Chef	317	EA	Food Service, Female Chef Coat, XS-XL				
41	Cintas	10796	EA	3X5 Traffic Mat				
42	Cintas	1801	EA	2x3 Spring Mat				
43	Cintas	1802	EA	3x5 Spring Mat				
44	Cintas	84302	EA	3X5 Safety Mat				
45	Cintas	84301	EA	3X5 Logo Mat				
46	Cintas	6913	EA	24 oz Synth Wet Mop				
47	Cintas	9582	EA	Pulse Mop				
48	Cintas	9581	EA	Dual Chamber Mop Bucket				
49	Cintas	7116	EA	12" Microfiber Mop Head				
50	Cintas	7001	EA	36" Microfiber Mop Head				
51	Cintas	7245	EA	Microfiber Mop Handle				

Nationwide Usage				Proposed Price/Equipment					
Item Number	Make	Supplier Item Number	UOM	Description	Discount (percentage from Discount by Category)	Purchase Price	Current CEILING Price	Make/Model of Quoted Item (if different)	Description of Quoted Item (if different)
1	Cintas	935	EA	Comfort Work Shirt 65/35 Poly/Cotton					
2	Cintas	273	EA	High Image Work Shirt 65/35 Poly/Cotton					
3	Cintas	66273	EA	High Image Womens Work Shirt 65/35 Poly/Cotton					
4	Cintas	945	EA	Comfort Work Pant 65/35 Poly/Cotton					
5	Cintas	865	EA	Pleated Comfort Work Pant 65/35 Poly/Cotton					
6	Cintas	270	EA	Comfort Work Cargo Pant 65/35 Poly/Cotton					
7	Cintas	370	EA	Comfort Work Cargo Short 65/35 Poly/Cotton					
8	Cintas	205	EA	Womens Comfort Work Shirt w/pocket 65/35/ Cotton					
9	Cintas	330	EA	Cotton Work Shirt 100% cotton					
10	Cintas	340	EA	Cotton Work Pant 100% Cotton					
11	Cintas	394	EA	Jeans Pant 100% Cotton					
12	ChefWorks	82470	EA	ChefWorks Chef Coat 65/35 Poly Cotton Rentals Only				65575	ChefWorks Cool Vent Chef Coat 65/35 Poly Cotton LS Direct Sale
13	ChefWorks	71125	EA	Elastic Waist Chef Pant w/Drawstring 65/35 Poly/Cotton				35550	Bogey Chef Pant 65/35 Poly/Cotton Direct Sale
14	Cintas	833	EA	Food Processing Shirt White/Blue (no pockets, grippers)					
15	Cintas	374	EA	Executive Dress Shirt 57/43 Poly/Cotton					
16	Cintas	275	EA	High Image Performance Polo Shirt 100% Microfiber Poly					
17	Cintas	66275	EA	Womens High Image Performance Polo Shirt 100% Micro					
18	Cintas	390	EA	Womens Fit Comfort Work pant 65/35 Poly/Cotton (Slim)					
19	Cintas	395	EA	Womens Fit Comfort Work pant 65/35 Poly/Cotton					
20	Cintas	259	EA	Pre-Knit Polo Shirts Moisture Wicking 100% Poly					
21	Cintas	288	EA	Pre-Knit Polo Shirts 100% Poly					
22	Cintas	970	EA	Lined Service Jacket 65/35 Poly/Cotton					
23	Cintas	966	EA	High Image Jacket 65/35 Poly/Cotton					
24	Cintas	912	EA	Coverall 7.5 oz 65/35 Poly/Cotton					
25	Cintas	925	EA	White Lab Coat 80/20 Poly/Cotton Rental Only				59925	White Lab Coat 80/20 Poly/Cotton LS Direct Sale
26	Cintas	82497	EA	White Polyester Butcher Coat 100% Poly					
27	Carhartt	394	EA	Carhartt Shirt 100% Cotton Rental Only				332	Cintas Women Chambray Direct Sale
28	Carhartt	381	EA	Carhartt Pocket Jeans 100% Cotton Rental Only				74307	Carhartt Pocket Jeans 100% Cotton Direct Sale
29	Carhartt	382	EA	Carhartt Carpenter Jeans 100% Cotton Rental Only				74308	Carhartt Carpenter Jeans 100% Cotton Direct Sale
30	Carhartt	363	EA	Carhartt Work Pants 100% Cotton Rental Only				74309	Carhartt Work Pants 100% Cotton Direct Sale
31	Carhartt	280	EA	Carhartt FR Jean Rental Only				69659	Carhartt Canvas Jean Direct Sale
32	Carhartt	290	EA	Carhartt FR Carpenter Jean Rental Only				70610	Carhartt FR Carpenter Jean Direct Sale
33	Carhartt	294	EA	Carhartt FR Work Shirt Rental Only				60087	Carhartt FR Work Shirt Direct Sale
34	Carhartt	371	EA	Carhartt FR Work Pant Rental Only				70644	UltraSoft FR Pant Direct Sale
35	Carhartt	391	EA	Carhartt FR Overall Rental Only				8723	TecSafe Plus FR Overall Direct Sale
36	Happy Chef	8841	EA	Happy Chef Food Service, Polo Shirt S-XL				65463	Cintas Gripper Snap Polo Direct Sale
37	Happy Chef	517	EA	Happy Chef Food Service, Chef Coat S-XL				106452	Cintas Classic Chef Coat Direct Sale
38	Happy Chef	67627	EA	Happy Chef Food Service, V-Neck Apron, One Size				82976	Cintas Bib Apron Direct Sale
39	Happy Chef	317	EA	Happy Chef Food Service, Female Chef Coat S-XL					
40	Happy Chef	48480	EA	Happy Chef Food Service, Chef Hat, Student (Barret)					
41	Happy Chef	100445	EA	Happy Chef Food Service, Skull Cap, Flat Top-Chicago				106343	Cintas Classic Che Coat Womens Direct Sale

<b>Hand &amp; Head Protection Program Options</b>			
<b>Cintas Item Number</b>	<b>Hand Protection Program</b>	<b>Lease/Week</b>	<b>LR Rates</b>
869320700	11" Class 00 Rubber Insulating Gloves - Yellow		
869320350	11" Class 00 Rubber Insulating Gloves - Black		
754910300	ARC Guard FR Knit Glove		
869380000	10" Leather Protectors		
601960600	Canvas Glove Bag		
	Hand Protection Weekly Cost	\$	
	<b>Head Protection Program</b>		
601940000	Clear Safety Glass		
745030300	12cal PureView Faceshield		
745010000	MSA Slotted Hard Hat - White		
823370200	12cal Balaclava - NAVY		
744370260	Electric Gear Bag		
	Head Protection Weekly Cost	\$	
	<b>Total Program Weekly Cost</b>	\$	

**Available Glove Sizes 8-12**

**ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT [REDACTED] OFF NATIONAL VOLUNTARY BOOK PRICING (OR [REDACTED] OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.**

**SAFETY ITEMS**

All Prices shown are not-to-exceed rates

Item Number	Make	Supplier Item Number	Description	UOM	Quantity per UOM	Discount (Percentage from Discount by Category)	Unit Price
1	CINTAS	280020	LENS/SCREEN PADS	EA	100		
2	CINTAS	163050	BURN RELIEF PACKET/	BAG	6 packets		
3	CINTAS	1030300	WOUNDSEAL POUR	EA	2		
4	CINTAS	119260	ALLERGY RELIEF	BOX	2/1Dent blister paks		
5	CINTAS	121220	ALEVE SMALL	BAG	5 packs		
6	CINTAS	573772	DAYQUIL SEVERE	BAG	5 packets		
7	CINTAS	79191	MUCINEX SMALL	BAG	3 packets		
8	CINTAS	111929	IBUPROFEN TABS	BOX	20 packets		
9	CINTAS	112039	COLD RELIEF	BOX	40 packets		
10	CINTAS	12221	LIQUID BANDAGE	BAG	5 pipettes		
11	CINTAS	111989	IBUPROFEN TABS	BOX	50 packets		
12	CINTAS	111999	IBUPROFEN TABS LRG	BOX	125 packets		
13	CINTAS	150110	TWEEZERS METAL	PAC	3 tweezers		
14	CINTAS	51030	HAND SANITIZER	BAG	10 packets		
15	CINTAS	130479	EYEWASH, 1/2OZ	BOX	5 bottles		
16	CINTAS	122249	GLUCOSE, SMALL	PAC	2 packs		
17	CINTAS	102435	LIPAD SMALL	BAG	10 packets		
18	CINTAS	102640	BIOFREEZE MUSCLE	BAG	5 packets		
19	CINTAS	119250	ANTI-DIARRHEAL	BOX	12 caplets		
20	CINTAS	43729	X-LONG BANDAGE	BOX	25 bandages		
21	CINTAS	164010	COOL&SOOTHE	BOX	6 packets		
22	CINTAS	111529	PAIN AWAY X-	BAG	25 packets		
23	CINTAS	43658	WATERPROOF CLEAR	BOX	30 bandages		
24	CINTAS	44269	ELASTIC STRIP	BOX	50 bandages		
25	CINTAS	111180	ASPIRIN ORG ST 50CT	BOX	25 packets		
26	CINTAS	130000	THERA TEARS, SMALL	PAC	4 vials		
27	CINTAS	100019	TRIPLE ANTIBIOTIC	BOX	20 packets		
28	CINTAS	112029	COLD RELIEF	BAG	25 packets		
29	CINTAS	44429	LARGE PATCH 2"X3"	BOX	15 bandages		



Item	Description	Comment	Qty	California Price	USC Pricing (from PDF)
<b>Services:</b>					
SC	Minimum Order Size per stop	Per stop.	ea		
IN	Portable Extinguisher Annual Maintenance Inspection Hand Portable Stored Pressure and CO2 Fire Extinguishers - up to 20#	Per unit.	ea		
<b>Unit Test, Recharge and Repair Parts:</b>					
NSDC2.5	2.5# Stored pressure Dry Chemical - Six Year Test	Includes O-Ring, V-Stem, Service Collar and Six Year Internal Maintenance labor; Does not include parts not specifically listed or applicable Inspection (IN) Price	ea		
NSDC5	5# Stored pressure Dry Chemical - Six Year Test		ea		
NSDC10	10# Stored pressure Dry Chemical - Six Year Test		ea		
NSDC20	20# Stored pressure Dry Chemical - Six Year Test		ea		
NHDC2.5	2.5# Stored pressure Dry Chemical - Hydrostatic Test	Includes O-Ring, V-Stem, Service Collar and Hydrostatic Test labor; Does not include parts not specifically listed or applicable Inspection (IN) Price	ea		
NHDC5	5# Stored pressure Dry Chemical - Hydrostatic Test		ea		
NHDC10	10# Stored pressure Dry Chemical - Hydrostatic Test		ea		
NHDC20	20# Stored pressure Dry Chemical - Hydrostatic Test		ea		
NRDC2.5	2.5# Stored pressure Dry Chemical - Recharge	Includes Recharge Labor, Agent and Service Collar; Does not include parts not specifically listed or applicable Inspection (IN) Price	ea		
NRDC5	5# Stored pressure Dry Chemical - Recharge		ea		
NRDC10	10# Stored pressure Dry Chemical - Recharge		ea		
NRDC20	20# Stored pressure Dry Chemical - Recharge		ea		
EEPIN	Pull Pin	Per unit.	ea		
<b>New Extinguishers:</b>					
5# ABC Ext	5# ABC Dry Chemical Fire Extinguisher	Per unit.	ea		
10# ABC Ext	10# ABC Dry Chemical Fire Extinguisher	Per unit.	ea		
2.5# ABC Ext	2.1/2# ABC Dry Chemical Fire Extinguisher	Per unit.	ea		
20# ABC Ext	20# ABC Dry Chemical Fire Extinguisher	Per unit.	ea		
<b>Emergency Light Parts and Services:</b>					
INPTT	E-Light Push Test Button - 30 Seconds	Per unit.	ea		
INEL	Emergency Exit Light Inspection (Load Test)	Per unit.	ea		
EXB64	E-Light Battery, 6V, 4A	Per unit.	ea		
EXB67	E-Light Battery, 6V, 7A	Per unit.	ea		
EXB610	E-Light Battery, 6V, 10A	Per unit.	ea		
EXB612	E-Light Battery, 6V, 12A	Per unit.	ea		
EXL15T6	E-Light Bulb, 145V, 15W	Per unit.	ea		
EXL20	E-Light Bulb, 120V, 20W	Per unit.	ea		

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.



Item	Description	Comment	Qty	US Price	California Price	USC Pricing	% Savings from US Price
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Inspection & Parts							
INKS	Kitchen System Inspection - single or first tank	Per system.	ea				
INKST	Kitchen System Inspection - remote or additional tank	Per additional tank.	ea				
EELINK	Fusible Link	Per unit.	ea				





Item	Description	Comment	Qty	California Price	USC Price
	Inspection & Parts				
INSPW	Annual Sprinkler Inspection Wet - Initial Riser	Per riser.	ea		
INSPR	Annual Sprinkler Inspection Wet - Additional Riser	Per riser.	ea		
INSPBFIRE	Fire line backflow test per valve	Per unit.	ea		
INSPD	Sprinkler Inspection (Dry)	Per riser.	ea		
INSPBFDO	Inspection Back Flow - Domestic or Irrigation (per	Per unit.	ea		

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.



Item	Description	Comment	Qty	California Price	USC Pricing
	Inspection & Parts				
INFA	Annual Fire Alarm System Inspection	Per panel.	ea		
INFAID	Devices Per Device (some det. bell, horn, strobe, pull station)	Per device.	ea		
INFADD	Duct Detectors	Per unit.	ea		

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.

FIRE LABOR RATES			
ITEM	Unit	CA Price	USC Price
Labor - Regular	ea		
Labor - Overtime	ea		
Labor - Weekend/Holiday	ea		
Emergency Service Call	ea		

Cintas First Aid Training List  
for U.S. Communities  
#R-BB-19002

Course Material # (SAP)	Course Description	Class Duration	Duration Type	Expiration	Expiration Type	Certification	Class Size	US Communities Contract Ceiling Price	Price Per
65001	CPR/FIRST AID/AED COURSE (Heartsaver First Aid with CPR & AED)	7	Hours	2	Years	AHA	9	\$	Per Class
65013	CPR/FIRST AID/AED/BBP COURSE	1	Days	2	Years	AHA	9	\$	Per Class
65003	BBP AWARENESS CLASS	1	Hours	1	Years	CLMI	0	\$	Per Class
65004	PEDIATRIC FIRST AID COURSE	3 1/2	Hours	2	Years	AHA	9	\$	Per Class
65009	FIRST AID COURSE	3.5	Hours	2	Years	AHA	9	\$	Per Class
65013	INFANT CHILD SUPPLEMENT (CPR/AED)	1	Hours	2	Years	AHA	9	\$	Per Class
65016	CPR/FIRST AID/AED (PER STUDENT)	7	Hours	2	Years	AHA	min 8	\$	Per Person
65017	FIRST AID COURSE (PER STUDENT)	3 1/2	Hours	2	Years	AHA	min 8	\$	Per Person
65001B	CPR/AED COURSE (PER STUDENT)	4	Hours	2	Years	AHA	min 8	\$	Per Person
65019	BLS HCP (PER STUDENT)	5	Hours	2	Years	AHA	min 8	\$	Per Person
65021	CPR/AED COURSE	4	Hours	2	Years	AHA	9	\$	Per Class
65022	BLS HEALTHCARE PROVIDER	8	Hours	2	Years	AHA	8	\$	Per Class
65023	OXYGEN AWARENESS CLASS	1	Hours	1	Years	COAST	25	\$	Per Class
65024	AHA HEART SAVER PEDIATRIC 3 HO	3	Hours	2	Years	AHA	9	\$	Per Person

\*CPR/First Aid uses the Heartsaver First Aid with CPR & AED student manuals but teach only the First Aid and CPR sections of the course.  
 \*\*Course hours are based on adult only courses and will be longer if pediatric training is done.  
 \*\*\*Open Enrollment classes are based on local schedules and availability.  
 \*\*\*\*Additional charges apply for remote class locations and classes outside of normal business hours.

ONLINE CPR, FIRST AID & AED TRAINING:

650311	HEARTSAVER FIRST AID, CPR & AED ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	2 1/2	Hours	2	Years	AHA	1	\$	Per Person
650143	HEARTSAVER FIRST AID, CPR & AED SKILLS CHECK (CAN DO UP TO 2 PEOPLE AT A TIME)	45	Minutes	2	Years	AHA	1	\$	Per Person
650301	HEARTSAVER FIRST AID ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	2	Hours	2	Years	AHA	1	\$	Per Person
650142	HEARTSAVER FIRST AID SKILLS CHECK (CAN DO UP TO 2 PEOPLE AT A TIME)	30	Minutes	2	Years	AHA	1	\$	Per Person
650321	HEARTSAVER CPR & AED ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	1 1/2	Hours	2	Years	AHA	1	\$	Per Person
650141	HEARTSAVER CPR SKILLS CHECK	20	Minutes	2	Years	AHA	1	\$	Per Person

CLASSROOM SAFETY TRAINING

65205	CONFINED SPACE CLASS	2	Hours	1	Years	CLMI	10	\$	Per Class
65206	FALL PROTECTION CLASS	2	Hours	1	Years	CLMI	10	\$	Per Class
65207	AERIAL LIFT SAFETY CLASS	2	Hours	0	None	CLMI	10	\$	Per Class
65208	FORKLIFT CERTIFICATION CLASS	4	Hours	1	Years	CLMI	10	\$	Per Class
65209	FORKLIFT CERTIFICATION (PER PERSON)	4	Hours	1	Years	CLMI	MIN 5	\$	Per Person
652091	FORKLIFT SKILLS TEST (PER PERSON)	20	Minutes	3	Years	CLMI	MIN 5	\$	Per Person
65211	CRANE SAFETY CLASS	2	Hours	0	None	CLMI	10	\$	Per Class
652111	CRANE SAFETY TESTING	15	Minutes	0	None	CLMI	10	\$	Per Person
65212	SAFETY COMMITTEE CLASS	2	Hours	1	Years	CINTS	15	\$	Per Class
65214	BACK SAFETY CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65216	ERGONOMICS CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65218	EMERGENCY PREPAREDNESS CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65220	EYE PROTECTION CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65221	SLIPS TRIPS & FALLS CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65222	FIRE SAFETY CLASS	2	Hours	1	Years	CINTS	25	\$	Per Class
65226	HAZARD COMMUNICATION CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65230	HEARING SAFETY CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65231	HEAT INJURY PREVENTION CLASS	1	Hour	1	Years	CLMI	25	\$	Per Class
65232	HOUSEKEEPING CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65234	LOCKOUT TAGOUT CLASS	2	Hours	1	Years	CLMI	10	\$	Per Class
65236	MACHINE GUARDING CLASS	2	Hours	1	Years	CLMI	10	\$	Per Class
65240	PPE CLASS	2	Hours	1	Years	CLMI	10	\$	Per Class
65252	RESPIRATORY SAFETY CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65254	SAFETY PROGRAM MGMT CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65260	GENERAL SAFETY TOPICS CLASS	2	Hours	1	Years	CINTS	0	\$	Per Class
65290	WRITTEN COMPLIANCE PROGRAM	4	Hours	1	Years	CINTS	0	\$	Per Class
65400	OSHA 10 HOUR GENERAL INDUSTRY	2	Days	3	Years	OSHA	0	\$	Per Person
65402	OSHA 30 HOUR GENERAL INDUSTRY	4	Days	3	Years	OSHA	0	\$	Per Person
65404	OSHA 10 HOUR CONSTRUCTION CLAS	2	Days	3	Years	OSHA	0	\$	Per Person
65406	OSHA 30 HOUR CONSTRUCTION CLAS	4	Days	3	Years	OSHA	0	\$	Per Person

65500	RESPIRATOR FIT TESTING	20	Minutes	1	Years	CINTS	0	\$		Per Person
65901	RESPIRATORY SAFETY CLASS WITH FIT TEST	4	Hours	1	Years	CINTS	12	\$		Per Class
65502	SAFETY AUDIT	2	Hours	1	Years	CINTS	0	\$		Per Class
65503	EMERGENCY RESPONSE TRAINING CL	4	Hours	1	Years	CINTS	0	\$		Per Class
65504	WRITTEN SAFETY & HEALTH PROGRAM	1	Days	1	Years	CINTS	1	\$		Per Person
65905	CLASS CANCELLATION FEE	0	None	0	None	CINTS		\$		
65906	INSTRUCTOR TRAVEL FEE	0	None	0	None	CINTS		\$		Per Class
65908	AFTER HOURS FEE	0	None	0	None	CINTS		\$		Per Class



**CONTRACT RENEWAL**

August 2, 2021

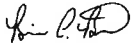
Cintas Corporation No. 2  
 Mr. Craig Jackson, Director  
 6800 Cintas Blvd.  
 Mason, OH 45040

Re: Contract Renewal  
 Contract # R-BB-19002 – Facilities Management Products and Solutions

Dear Mr. Jackson:

This is to advise you that Prince William County Public Schools desires to renew the referenced contract for an additional two-year period in accordance with the "Period of Contract" clause in the Contract. We will be exercising the first two-year renewal option of a two (2) two-year renewal period. The current contract will expire on October 31, 2023.

Please advise me if you desire to renew the contract and prices in accordance with the terms of the contract by signing and returning this **Contract Renewal** form no later than August 6, 2021. If you have any questions on this matter, please contact me by phone at (703) 791-8740 or via email at [burtneba@pwcs.edu](mailto:burtneba@pwcs.edu).

Sincerely,  


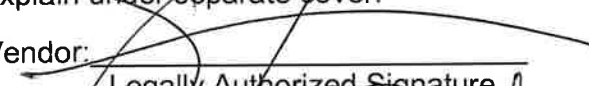
Brian Burtner, CPPB, VCO  
 Buyer

**Acceptance Agreement**

It is mutually agreed that the above-mentioned contract is renewed for the period of November 1, 2023 to October 31, 2025 and all terms and conditions in the original solicitation and contract shall remain the same.

Renew Contract: Yes:  No:

Prices and/or Discounts to Remain the Same: Yes:  No:  If no, explain under separate cover.

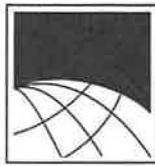
Vendor:   
 Legally Authorized Signature  
Craig Jackson, Director  
 Print Name & Title

Purchasing: Anthony E. Crosby  
 Legally Authorized Signature  
Anthony Crosby, CPPO  
 Acting Supervisor of Purchasing

Date: 8/2/21

Date: 8/2/2021

**PURCHASING OFFICE**



**CONTRACT MODIFICATION**

**MODIFICATION #3**

**ISSUE DATE: NOVEMBER 23, 2020**

<b>REFERENCE:</b>	Title:	Facilities Management Products and Solutions
	Contract #:	R-BB-19002
	Contractor:	Cintas Corporation No. 2
	Period of Contract:	December 13, 2019 through October 31, 2023

Modify the above referenced contract as follows:

1. PWCS authorizes the addition of a Contractor Direct Sale Program to be added to the Agreement.
2. PWCS agrees that the terms and conditions for the Direct Sale Program as outlined in this Modification #3 shall be hereinafter incorporated into the Agreement. The terms and conditions as stated in the **Attachment B** of this Addendum apply only to the Direct Sale Program and not to any other area covered by the Agreement.
3. Contractor adds terms and conditions of the Direct Sale Program as attached **Attachment B**.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

*Brian Burtner*

Brian Burtner, CPPB, VCO  
 Buyer

CINTAS CORPORATION NO. 2

Signature

Name and Title

Date

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Signature

Anthony E. Crosby  
 Supervisor of Purchasing

Date

**Attachments: Attachment B – Direct Sale Terms & Conditions**

ATTACHMENT B - DIRECT SALE TERMS & CONDITIONS

**Direct Sale Addendum to the Prince William County Agreement  
CONTRACT NUMBER R-BB-19002**

This Direct Sale Addendum (hereinafter the "Addendum") is made as of (MONTH, DAY, YEAR) (hereinafter "Execution Date") amends the Prince William County Agreement between CINTAS CORPORATION NO. 2 ("Company") and XXXXXXXXXXXXXXXXXXXX (the "Customer") dated December 13, 2018 (the "Agreement"). This Addendum amends the Agreement as follows:

Customer agrees to buy from Company and Company agrees to sell to Customer, a Direct Sale Program as outlined below and per the following conditions:

1. Company agrees to manufacture or have manufactured the items specified on the attached **Exhibit A**, in inventory levels necessary to support Customer's purchases, in the quantity specified by Customer under the column marked "Minimum Annual Purchases by the Customer".
2. Company will provide the program to Customer's various locations and charge Customer and/or Customer's agents, employees, franchisees as directed by Customer at the prices agreed upon in **Exhibit A**. Pricing in **Exhibit A** shall remain firm for the initial term of the contract.
3. In the event of the contract's expiration or Customer decides to delete any item, change the design or specifications of any item, terminate this agreement for any reason, or discontinue purchasing any item at the minimum annual volume as outlined in **Exhibit A**, Customer shall purchase, at the then-prevailing prices, all remaining inventory (Finished Goods, Work in Process and Raw Materials) that Company has of that item up to the amount agreed upon under the column marked "*Maximum Inventory Carried by CINTAS and Guaranteed by the Customer*" on **Exhibit A**. It is further understood and acknowledged by Customer that Company's initial investment in inventory on its behalf for which Customer is financially liable shall not exceed the "*Maximum Inventory Carried By Cintas & Guaranteed By Customer*" on **Exhibit A**.
4. Customer has provided Company with its requirements and agrees to the "*Minimum Annual Purchases by Customer*" as detailed on **Exhibit A** as the basis for the financial investment in inventory Company has agreed to produce on its behalf. In the event Customer's sales are trending significantly less than the Minimum Annual Purchases as detailed on **Exhibit A** causing inventory of an item(s) to become slow-moving, Company will notify Customer those item(s) that are slow-moving and within thirty (30) days after such notice assess a monthly storage fee not to exceed twenty-five cents (\$0.25 USD) per piece per month plus a finance fee of five percent (5%) of the price of any slow moving item per month until Customer's sales is equal to the Minimum Annual Purchases projection. Under no circumstance will inventory remain in the warehouse beyond thirty-six (36) months.
5. The attached list of products includes Company's catalog program selection(s) for Customer's Direct Sale Program. Company reserves the right to discontinue a catalog item at any time. Customer may select a substitute item or contract for exclusivity on that item at that time. If, for any reason, Customer decides to no longer utilize these particular Company catalog product selections for the brand intended, Customer will advise Company in writing six (6) weeks prior to discontinuing usage on the product. Customer shall use its best efforts to help Company reduce inventory levels to minimize exposure on any discontinued items.
6. Customer understands that it has no present or future liability for said items unless Customer's annual usage represents at least fifty percent (50%) of Company's catalog demand of any given item. In that event, Company will inform Customer in writing as soon as it represents 50% of Company's catalog demand for a particular item, and Customer agrees to either reduce its usage to under 50% or contract for said products as necessary.



7. Unless specified otherwise in writing by the Customer, the Products supplied under this Agreement are not ANSI/ISEA compliant, flame retardant, or acid resistant and contain no special flame retardant, acid resistant, or visibility features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. ANSI/ISEA, flame resistant and acid resistant Products are available from Company upon request and with an amendment to this Agreement. Customer warrants that none of the employees for whom Products are supplied pursuant to this Agreement require ANSI/ISEA compliant, flame retardant, or acid resistant clothing.

8. Company represents and warrants that the garments supplied hereunder shall be new and free from all liens and encumbrances. Company will pass through to Customer all manufacturer warranties for the garments supplied under this Agreement to the extent that Company has the right to do so. Company does not adopt, guarantee, or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE GARMENTS ORDERED HEREUNDER SHALL BE PROVIDED “AS-IS” AND “WITH ALL FAULTS” AND CINTAS EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. The term of this contract shall be from December 13, 2018 through October 31, 2023, with the option to renew for two (2) additional two (2) year periods, upon mutual written consent of the parties to the contract. All existing and future Customer locations served by Company will be subject to the terms of this Agreement as of the execution dates. Either party may terminate the Agreement at any time by giving the other party one hundred and twenty (120) days prior written notice. In the case of breach of contract, the breaching party, after being given prior written notice, shall have forty-five (45) days to cure said breach before termination.

10. Direct Sale Payment Terms are Net 30 days from date of invoice. A 1% monthly carrying charge will be added to all past due items.

11. Direct Sale Shipments will be F.O.B. **Shipping Point (Chicago/Mason/Toronto) ground** best way surface shipment unless otherwise specified on the Purchase Order. Freight will be prepaid and added to the invoice.

12. Should Customer require a billing format other than Company’s standard format, an additional fee may be assessed. EDI Services may be considered “non-standard” and may incur an additional fee.

13. A \$5.00 service charge will be added to all Direct Sale orders totaling less than \$50.00.

14. Rush Order charges – All Company stocked product orders that are requested by Customer to be shipped earlier than current lead times will be assessed a \$1.50 Rush Order charge per item unless due to Company error or omission.

15. Returns will be accepted on unworn, unwashed general catalog Products. There will be a restocking charge on all returned Products after sixty (60) days from delivery per the below schedule unless return is caused by Company. Claims for returns by Customer must be asserted within one (1) year from date of shipment:

<u>Days</u>	<u>Charge</u>
0 - 60	0%
61 - 75	10%
76 - 90	15%
91 - 180	25%
181 - 365	75%

16. Custom or specially manufactured product not stocked in a Cintas Distribution Center (including Drop Ship products), Special Orders, modified Products, custom sizes, or other altered Products are not subject to exchange or return except in the event of defect in materials or workmanship. In such event, Company will replace, repair, or issue refund at its discretion.

17. Marketing Collateral – Company shall provide standard marketing materials/collateral. Extraordinary marketing services requirements may be provided at an additional fee.

18. Customer agrees to provide Company with a biannual list of its locations and contact names, to include e-mail addresses. Customer understands that its supply of e-mail addresses will allow Company, its affiliated companies and selected delivery services to send information regarding order status, shipping information, website ordering guides, product catalog specified in Exhibit A, and other pertinent relative product information, via email messages to Customer. Each e-mail message Customer receives will contain an opportunity for Customer to request to opt out from future electronic mail lists. Should a removal be requested, Company will remove requested e-mail address from our mailing list within seven (7) days.

19. Customer understands that its supply of e-mail addresses will allow Company, its affiliated companies and selected delivery services to send e-mail marketing messages to Customer which promote Products provided by Company. Each e-mail message Customer receives will contain an opportunity for Customer to request removal from future electronic mail lists. Should a removal be requested, Company will remove requested e-mail address from our mailing list within seven (7) days.

20. To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys’ fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company’s negligence.

21. This Agreement together with all its exhibit(s) terms and conditions of which by this reference are expressly incorporated herein and made a part hereof, constitutes the entire understanding between the parties as to the subject matter hereof and may not be modified except by a written agreement executed by the parties. Any additional or contradictory terms and conditions contained in any initial, purchase order, or subsequent order or communication from Customer and/or a Customer Property are hereby expressly objected to and shall be of no effect. No waiver or alteration of the terms attached hereto shall be binding unless in writing, signed by Company.

Your signature below will indicate your approval of the information referenced.

CINTAS CORPORATION  
Direct Sale Strategic Markets

XXXXXXXXXXXXXXXXXXXX

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

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

-----  
Printed Name

-----  
Printed Name

-----  
Printed Title

-----  
Printed Title

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Attachments: **Exhibit A: Direct Sale Inventory & Pricing**

## EXHIBIT A – Inventory & Pricing

Product #	Product/Fabric Description & Color	Size Range Inventoried by Cintas <i>(If different than Base Sizes Range)</i>	Base Size Ranges <i>(Base Sizes)</i> <i>(Extended Sizes)</i>	Product Price <i>(Base Sizes)</i> <i>(Extended Sizes)</i>	Alteration or Embroidery or Trim y/n <i>(emblem info &amp; #)</i> <i>(\$\$ charge per item)</i>	Minimum Annual Purchases By Customer	Maximum Inventory Carried By Cintas & Guaranteed By Customer
xxxxxx-xx	Product Description & Color	(Base Sizes)  (Extended Sizes)	(Base Sizes)  (Extended Sizes)	\$ xxxxx XXS – XL  \$ xxxxx Extended Sizes (or reference Extended Size chart)	Alteration / Embroidery / Trim info & #  \$ xxxxx XXS – XL  \$ xxxxx Extended Sizes (if different)	Qty #	Qty #

## CUSTOMER UNIFORM PROGRAM - EXTENDED SIZE CHARGES

Missy / Unisex / Male	XS-XL	2X-3X	4X-5X	6X+		22-24 H & C	26-28 H & D	30H+ & E	50-54 Male	56-60 Male	62+ Male	18-18-1/2 Male	19-19-1/2 Male	20+ Male	42-46 Bottoms	48-52 Bottoms	54+ Bottoms
Women's		1XW-3XW	4XW-5XW	6XW+	16W-20W	22W-24W	26W-28W	30W+									

**STANDARD CATEGORIES:**

Accessories / Belts		\$2.00													\$2.00	\$2.00	\$2.00
Aprons		\$2.00	\$2.00				\$2.00	\$2.00									
Blouses		\$4.00	\$7.00	\$10.00	\$2.00	\$4.00	\$6.00	\$10.00									
Blazers		\$10.00	\$10.00	\$25.00	\$5.00	\$10.00	\$10.00	\$25.00	\$10.00	\$10.00	\$25.00						
Banquet / Tailored / Bustiers		\$5.00	\$10.00	\$15.00	\$5.00	\$5.00	\$10.00	\$15.00	\$5.00	\$10.00	\$15.00						
Lab Coats and Smocks		\$2.00	\$4.00	\$7.00		\$2.00	\$4.00	\$7.00	\$2.00	\$4.00	\$7.00						
Chef Coats		\$5.00	\$10.00	\$13.00					\$5.00	\$10.00	\$13.00						
Scrubs		\$3.00	\$4.00	\$7.00													
Golf Shirts		\$4.00	\$7.00	\$10.00													
Tees		\$2.00	\$5.00	\$7.00													
Sweatshirt / Fleece / Windshirts		\$4.00	\$7.00	\$10.00													
Outerwear / Coverall / Jumpsuits		\$8.00	\$12.00	\$15.00		\$8.00	\$12.00	\$15.00	\$8.00	\$12.00	\$15.00						
Pants / Slacks / Shorts		\$7.00	\$10.00	\$15.00	\$4.00	\$7.00	\$10.00	\$15.00							\$7.00	\$10.00	\$15.00
Housekeeping Slacks / Pants		\$3.00	\$5.00	\$10.00											\$3.00	\$5.00	\$10.00
Shirts		\$4.00	\$7.00	\$10.00								\$4.00	\$7.00	\$10.00			
Skirts		\$7.00	\$10.00	\$15.00	\$4.00	\$7.00	\$10.00	\$15.00									
Sweaters		\$5.00	\$10.00	\$10.00													
Tunica		\$3.00	\$5.00	\$7.00		\$3.00	\$5.00	\$7.00									
Dresses		\$3.00	\$5.00	\$7.00		\$3.00	\$5.00	\$7.00									
Vests																	
Poly Cotton / Polyester		\$3.00	\$5.00	\$10.00	\$2.00	\$3.00	\$5.00	\$10.00	\$3.00	\$5.00	\$10.00						
Poly/Wools / 100% Microfiber		\$5.00	\$10.00	\$15.00	\$2.00	\$5.00	\$10.00	\$15.00	\$5.00	\$10.00	\$15.00						
Bell / Door Officer		\$10.00	\$10.00	\$25.00		\$10.00	\$10.00	\$25.00	\$10.00	\$10.00	\$25.00						

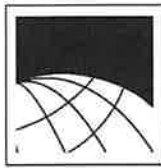
**(FR) FLAME RESISTANT PRODUCTS:**

FR Shirts		\$7.00	\$10.00	\$15.00								\$7.00	\$10.00	\$15.00			
FR Outerwear / Coveralls		\$15.00	\$18.00	\$25.00		\$15.00	\$18.00	\$25.00	\$15.00	\$18.00	\$25.00						
FR Sweatshirts		\$7.00	\$10.00	\$15.00													
FR Polos		\$7.00	\$10.00	\$15.00													
FR Tees		\$4.00	\$7.00	\$10.00													
FR Pants / Slacks		\$7.00	\$10.00	\$15.00		\$7.00	\$10.00	\$15.00							\$7.00	\$10.00	\$15.00
FR Lab Coats / Smocks		\$4.00	\$6.00	\$10.00		\$4.00	\$6.00	\$10.00	\$4.00	\$6.00	\$10.00						

*NOTE: CINTAS reserves the right to adjust Extended Size Charges at its discretion.*

**(If any category is omitted, priced per order)**

Note: Longs (Blazers) \$5.00 additional charge for all sizes  
 Note: Talls (All Categories) \$2.00 additional charge for all sizes



**CONTRACT MODIFICATION**

**MODIFICATION #4**

**ISSUE DATE: January 7, 2021**

**REFERENCE:** Title: Facilities Management Products and Solutions  
 Contract #: R-BB-19002  
 Contractor: Cintas Corporation No. 2  
 Period of Contract: December 13, 2019 through October 31, 2023

*Modify the above referenced contract as follows:*

1. PWCS authorizes a 1.2% increase to all contracted items per the attached.
2. All non-contracted items are priced pursuant to the structure detailed in the contract R-BB-19002 and through the contract percentage discounts.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Brian Burtner, CPPB, VCO  
 Buyer

CINTAS CORPORATION NO. 2

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Signature

Signature

Name and Title

Jerry E. Stokes, CPPB, VCO, C.P.M.  
 Administrative Coordinator

Date

Date

*1/8/21*

*1/8/2021*

**PURCHASING OFFICE**



**CONTRACT MODIFICATION**

**MODIFICATION #5**

**ISSUE DATE: February 22, 2021**

**REFERENCE:** Title: Facilities Management Products and Solutions  
 Contract #: R-BB-19002  
 Contractor: Cintas Corporation No. 2  
 Period of Contract: December 13, 2019 through October 31, 2023

*Modify the above referenced contract as follows:*

Contract, Page 23, Cintas First Aid Training List, Course Description – CPR/FIRST AID/AED Course (HeartSaver First Aid with CPR & AED), **Change** Course Material Number from 65001 to 650011.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Brian Burtner, CPPB, VCO  
 Buyer

CINTAS CORPORATION NO. 2

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Signature

Signature

*Craig Jackson, Director*

Jerry E. Stokes, CPPB, VCO, C.P.M.  
 Administrative Coordinator

Name and Title

Date

*2/22/21*

Date

*3/3/2021*

**PURCHASING OFFICE**



**CONTRACT MODIFICATION**

**MODIFICATION #5**

**ISSUE DATE: February 22, 2021**

**REFERENCE:** Title: Facilities Management Products and Solutions  
 Contract #: R-BB-19002  
 Contractor: Cintas Corporation No. 2  
 Period of Contract: December 13, 2019 through October 31, 2023

*Modify the above referenced contract as follows:*

Contract, Page 23, Cintas First Aid Training List, Course Description – CPR/FIRST AID/AED Course (HeartSaver First Aid with CPR & AED), **Change** Course Material Number from 65001 to 650011.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Brian Burtner, CPPB, VCO  
 Buyer

CINTAS CORPORATION NO. 2

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Signature

Name and Title

2/22/21  
 Date

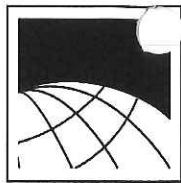
Signature

Jerry E. Stokes, CPPB, VCO, C.P.M.  
 Administrative Coordinator

3/3/2021  
 Date

**PURCHASING OFFICE**





## NOTICE OF AWARD

Date: October 5, 2018

Title (commodity): Facilities Management Products and Solutions

IFB No.: R-BB-19002

Contractor: Cintas Corporation 2

Amount: Requirements Contract

Comments: Awarded to the lowest responsive and responsible bidder. The Procurement file is available in the Purchasing Office for review. Copies of the bid tabulation can be obtained by going to the PWCS Web site. <http://purchasing.departments.pwcs.edu/>

Contact Person: Brian Burtner, Buyer, [burtneba@pwcs.edu](mailto:burtneba@pwcs.edu)

Approved By:

Anthony Crosby, CPPO, Supervisor of Purchasing

Time Stamped Posting Date

Time Stamped Removal Date

02: 8 14 81. 100-9

PURCHASING OFFICE

**SUMMARY SCORE SHEET**

RFP #R-BB-19002 - Facilities Management Products and Solutions

Vendor Name	Proposed Approach	Supplier Information	Proposed Costs	References	TOTAL SCORE
Value Percentages →	30%	40%	25%	5%	100%
Cintas Corporation 2	27.00	39.00	25.00	0.00	91.00
United Laboratories	6.67	8.33	0.00	0.00	15.00

**EVALUATION CRITERIA:**

Experience*	To be taken from the RFP.*
Ability to meet the requirements	To be taken from the RFP.*
<b>PURCHASING WILL SCORE THE FOLLOWING</b>	
Proposed Costs*	To be taken from the RFP.*
References*	To be taken from the RFP.*

Design Mode

**ALERT!** In all solicitations, you must address the section entitled **Authority to Transact Business in the Commonwealth of Virginia** response with a check mark will result in your response being deemed non-responsive.

Enable drag & drop



Some of the following links require Adobe Reader.

### Inclement Weather

Due to inclement weather conditions, PWCS may elect to close schools and administration offices. The following is an explanation of the policy:

**Code Green:** All PWCS schools are closed. Administration offices are opened.

**Code Red:** All PWCS schools are closed. Administration offices are closed.

- In the event of a delay school opening, all times shall remain as stated in the Invitation for Bid/Request for Proposal.
- In the event that PWCS closes on a CODE GREEN, any optional/mandatory pre-bid/proposal conference and all bid/proposal openings will be held as scheduled.
- In the event that PWCS closes on a CODE RED, any optional/mandatory pre-bid proposal conference and all bid/proposal openings will be held on the next business day the PWCS experiences a normal opening, a delayed opening, or a school closing on a CODE GREEN, at the time previously scheduled. No exceptions will be made in this matter

Solicitation No.	Description	Due Date	Buyer Contact
<b>R-DJ-19003 Addendum #1</b>	Human Resource Management Solution	08/09/18 @ 2:00 p.m.	<b>Daemien Jones</b>
<b>R-BB-19005</b>	Kitchen Equipment, Miscellaneous	08/15/18 @ 2:00 p.m.	<b>Brian Burtner</b>
<b>R-BB-19002 Addendum #1</b>	Facilities Management Products and Solutions	08/23/18 @ 2:00 p.m.	<b>Brian Burtner</b>

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# Prince William County Public Schools

- **ADDRESS** 14715 Bristow Rd, Manassas, Virginia 20112
- **PHONE** 703.791.7200
- **MAIL** P.O.Box 389, Manassas, VA 20108
- **INDEPENDENT HILL OFFICES** 14800 Joplin Rd. Manassas, VA 20112

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Design Mode

**ALERT!** In all solicitations, you must address the section entitled **Authority to Transact Business in the Commonwealth of Virginia** response with a check mark will result in your response being deemed non-responsive.

Enable drag &amp; drop



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- In the event that PWCS closes on a CODE RED, any optional/mandatory pre-bid proposal conference and all bid/proposal openings will be held on the next business day the PWCS experiences a normal opening, a delayed opening, or a school closing on a CODE GREEN, at the time previously scheduled. No exceptions will be made in this matter

Solicitation No.	Description	Due Date	Buyer Contact
<b>R-TC-18043</b> <b>Addendum #1</b> <b>Employee Insurance Census Data</b> <b>Addendum # 2</b> <b>Appendix B</b> <b>Appendix C</b> <b>Appendix D</b> <b>Appendix E</b> <b>Appendix F</b> <b>Addendum #3</b> <b>Appendix G</b>	Short & Long Term Disability Programs and Voluntary Long Term Care Products	07/02/18 07/17/18 @ 2:00 p.m.	<b>Tony Crosby</b>
<b>R-TC-18048</b>	Group Medical and Dental Programs	07/30/18 @ 2:00 p.m.	<b>Tony Crosby</b>
<b>R-BB-18049</b> <b>Addendum #1</b>	Food Service Cleaning Supplies	07/31/18 @ 2:00 p.m.	<b>Brian Burtner</b>
<b>R-BB-19002</b>	Facilities Management Products and Solutions	08/23/18 @ 2:00 p.m.	<b>Brian Burtner</b>

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# Prince William County Public Schools

- **ADDRESS** 14715 Bristow Rd, Manassas, Virginia 20112
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**Fauquier Times | Prince William Times | Gainesville Times**

41 CULPEPER ST. WARRENTON, VA 20186 | 540.347.4222 F: 540.349.8676

<b>PWC PUBLIC SCHOOLS</b> <b>ANGIE BAKER, PURCHASING</b> <b>P.O. BOX 389</b> <b>MANASSAS VA 20108</b> <b>(703)791-8743</b>		<i>Account:</i> 329241 <i>Ad Number:</i> 4806820 <i>Source:</i> EMAIL <i>Size:</i> 2 X 2.59 <i>Sales Rep:</i> JCLG <i>Words:</i> 49 <i>Lines:</i> 50
<i>Cost of Ad</i>	<i>Payments</i>	<i>Total Due</i>
53.00	0.00	53.00
<i>Class:</i> LGS LEGALS		<i>SubClass:</i> 485 BIDS & PROPOSALS
<i>Description:</i> RFP #R-tc-18043		
GVTC and PWTC Class		Jul 25
Web Ads Class		Jul 25

AD MAKEUP NOTES

**Request for Proposal  
RFP #R-BB-19002**

**FACILITIES MANAGEMENT  
PRODUCTS AND  
SOLUTIONS**

Sealed proposals are being solicited by Prince William County Public Schools (PWCS) to establish a contract through competitive negotiations for FACILITIES MANAGEMENT PRODUCTS AND SOLUTIONS. Download the solicitation at <http://purchasing.departments.pwcs.edu>. Proposals are due August 23, 2018 at 2:00 p.m.

STATE OF WASHINGTON -- KING COUNTY

--SS.

364073

No.

U.S. COMMUNITIES

**Affidavit of Publication**

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12<sup>th</sup> day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

BCSB:FACIL MGMNT PRODUCTS

was published on

07/18/18 07/19/18 07/20/18 07/21/18 07/23/18 07/24/18 07/25/18

The amount of the fee charged for the foregoing publication is the sum of \$350.00 which amount has been paid in full.



Affidavit of Publication

*[Handwritten signature]*

Subscribed and sworn to before me on

07/25/2018

*[Handwritten signature]*

Notary public for the State of Washington,  
residing in Seattle

# State of Washington, King County

**U.S.  
Communities  
Government  
Purchasing  
Alliance  
Facilities Management  
Products and Solutions  
Proposals Due: August 23**

---

**RFP# R-BB-19002**

Prince William County Public Schools, VA (the "Lead Public Agency"), on behalf of the U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Facilities Management Products and Solutions. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 pm local time on August 23rd, 2018. Additional information may be found at: <https://www.pwcs.edu/departments/purchasing>.

Date of first publication in the Seattle Daily Journal of Commerce, July 18, 2018.

**7/25(364073)**



6605 SE Lake Road, Portland, OR 97222  
PO Box 22109 Portland, OR 97269-2169  
Phone: 503-684-0360 Fax: 503-620-3433  
E-mail: legals@commnewspapers.com

**AFFIDAVIT OF PUBLICATION**

State of Oregon, County of Multnomah, SS I, Charlotte Allsop, being the first duly sworn, depose and say that I am the Accounting Manager of the Business Tribune, a newspaper of general circulation, published at Portland, in the aforesaid county and state, as defined by ORS 193.010 and 193.020, that

**Ad#: 59497**  
**Owner: U.C. Communities**  
**Description: MASTER AGREEMENT FOR FACILITIES MANAGEMENT PRODUCTS AND SOLUTIONS**

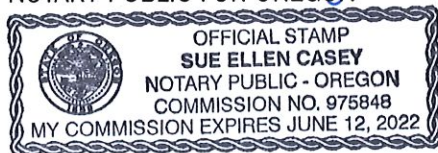
A copy of which is hereto annexed, was published in the entire issue of said newspaper for 7 week(s) in the following issue:

**07/20/2018, 07/24/2018,  
07/27/2018, 07/31/2018,  
08/03/2018, 08/07/2018, 08/10/2018**

Charlotte Allsop (Accounting Manager)

Subscribed and sworn to before me this 08/10/18

NOTARY PUBLIC FOR OREGON



Acct #: 132066  
**Attn: ALEXIS TURNER**  
U.S. COMMUNITIES  
700 GROVE STREET, 11C  
JERSEY CITY, NJ 07310

**U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE**  
**MASTER AGREEMENT FOR FACILITIES MANAGEMENT PRODUCTS AND SOLUTIONS**  
**Proposals due: August 23, 2018 @ 2:00 pm**  
**REQUEST FOR PROPOSALS**  
**RFP# R-BB-19002**

Prince William County Public Schools, VA (the "Lead Public Agency"), on behalf of the U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Facilities Management Products and Solutions. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 pm local time on August 23rd, 2018. Additional information may be found at: <https://www.pwcs.edu/departments/purchasing>.  
Published July 20, 24, 27, 31, Aug. 3, 7 & 10, 2018

BT59497



AFFIDAVIT OF PUBLICATION

IN THE MATTER OF  
RFP# R-BB-19002

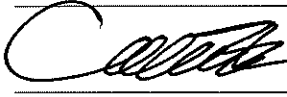
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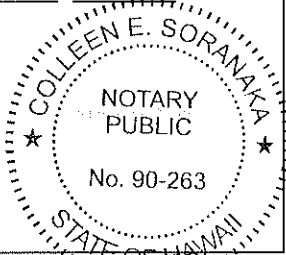
STATE OF HAWAII }  
 } SS.  
City and County of Honolulu }

Doc. Date: JUL 26 2018 # Pages: 1

Notary Name: COLLEEN E. SORANAKA First Judicial **Circuit**

Doc. Description: Affidavit of  
Publication

 JUL 26 2018  
Notary Signature Date



**RFP# R-BB-19002**

Prince William County Public Schools, VA (the "Lead Public Agency"), on behalf of the U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Facilities Management Products and Solutions. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 pm local time on August 23rd, 2018. Additional information may be found at:  
<https://www.pwcs.edu/departments/purchasing>  
 (HH1116066 7/20, 7/21, 7/22, 7/23, 7/24, 7/25, 7/26/18)

Gwyn Pang being duly sworn, deposes and says that she is a clerk, duly authorized to execute this affidavit of Oahu Publications, Inc. publisher of The Honolulu Star-Advertiser, MidWeek, The Garden Island, West Hawaii Today, and Hawaii Tribune-Herald, that said newspapers are newspapers of general circulation in the State of Hawaii, and that the attached notice is true notice as was published in the

Honolulu Star-Advertiser 0 times on:

MidWeek 0 times on:

The Garden Island 0 times on:

Hawaii Tribune-Herald 7 times on:  
07/20, 07/21, 07/22, 07/23, 07/24, 07/25, 07/26/2018

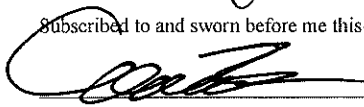
West Hawaii Today 0 times on:

Other Publications: 0 times on:

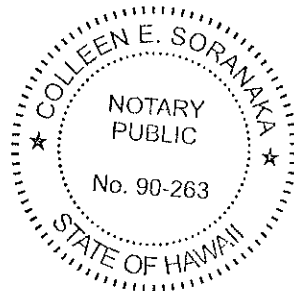
And that affiant is not a party to or in any way interested in the above entitled matter.

Gwyn Pang  
Gwyn Pang

Subscribed to and sworn before me this 26 day of July A.D. 20 18



Colleen E. Soranaka, Notary Public of the First Judicial Circuit, State of Hawaii  
My commission expires: Jan 06 2020



Ad # 0001116066

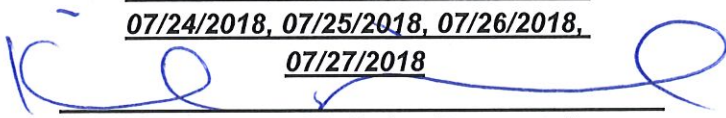
SP.NO.: \_\_\_\_\_ L.N.

Publisher of  
THE ADVOCATE

PROOF OF PUBLICATION

The hereto attached notice was published in THE ADVOCATE, a daily newspaper of general circulation published in Baton Rouge, Louisiana, and the Official Journal of the State of Louisiana, City of Baton Rouge, and Parish of East Baton Rouge or published daily in THE NEW ORLEANS ADVOCATE, in New Orleans Louisiana, or published daily in THE ACADIANA ADVOCATE in Lafayette, Louisiana, in the following issues:

07/21/2018, 07/22/2018, 07/23/2018,  
07/24/2018, 07/25/2018, 07/26/2018,  
07/27/2018



Kristi Bunch, Public Notices Representative

Sworn and subscribed before me by the person  
whose signature appears above

7/27/2018



M. Monic McChristian,  
Notary Public ID# 88293  
State of Louisiana  
My Commission Expires: Indefinite



PUBLIC NOTICE

Prince William County Public Schools, VA (the "Lead Public Agency"), on behalf of the U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Facilities Management Products and Solutions. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 pm local time on August 23rd, 2018. Additional information may be found at:

<https://www.pwcs.edu/departments/purchasing>

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U.S. COMMUNITIES 282333-01  
ALEXIS TURNER  
700 GROVE ST APT 11C  
JERSEY CITY, NJ 07310



**REQUEST FOR PROPOSAL**

**ISSUE DATE: July 17, 2018**

**RFP #: R-BB-19002**

**TITLE: FACILITIES MANAGEMENT PRODUCTS AND SOLUTIONS**

Sealed proposals must be received and time stamped in **prior to 2:00 PM, August 23<sup>rd</sup>, 2018**. Offerors are responsible for ensuring that the Purchasing Office receives their proposal submission by the deadline indicated. The time a proposal is received shall be determined by the time stamped by the time clock in the Purchasing Office. **Proposals received after the stated due date and time shall not be considered.**

**All questions/requests for information must be submitted in writing, addressed to:** Prince William County Schools Purchasing Office, ATTN: RFP No. R-BB-19002, 14715 Bristow Road, Manassas, VA 20112 and to be assured consideration, must be received prior to **4:30 PM, August 7<sup>th</sup>, 2018**. Questions may be submitted by fax to (703) 791-8610, or email to Brian Burtner, Buyer ([burtneba@pwcs.edu](mailto:burtneba@pwcs.edu)). After reviewing any questions/requests submitted, the PWCS Purchasing Office will issue an addendum to respond to items it deems necessary. Changes to this RFP will be made only by written addendum issued by the PWCS Purchasing Office.

**PROPOSALS MAILED SHALL BE SENT DIRECTLY TO:**

Prince William County Public Schools  
 Attn: Purchasing Office  
 Financial Services/Purchasing Room #1500  
 RFP #R-BB-19002  
 P.O. Box 389  
 Manassas, VA 20108

**PROPOSALS HAND DELIVERED AND/OR EXPRESS COURIER SERVICES SHALL BE DELIVERED TO:**

Prince William County Public Schools  
 Attn: Purchasing Office  
 RFP #R-BB-19002  
 14715 Bristow Road  
 Manassas, VA 20112  
 Attn: Financial Services/Purchasing Room #1500

Addendum No. \_\_\_ Date: \_\_\_\_\_ Addendum No. \_\_\_ Date: \_\_\_\_\_ Addendum No. \_\_\_ Date: \_\_\_\_\_

**Information the offerors deems proprietary is to be included in the proposal in the separate section of the proposal identified and included in (TAB 7) of the proposal response. See Proposal Submission Requirements, Section 7.10, in this RFP for additional information.**

**Proprietary Information Enclosed: \_\_\_\_\_ YES \_\_\_\_\_ NO**

**All proposed exceptions to this RFP, and any proposed changes to the contract documents or terms and conditions, are to be included in (TAB 8) of the proposal response. See Proposal Submission Requirements Section 7.12 in this RFP for additional information.**

**Proposed Exceptions to the RFP: \_\_\_\_\_ YES \_\_\_\_\_ NO**

## REQUEST FOR PROPOSALS TITLE PAGE - TWO

In compliance with this RFP and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the offeror in any and all negotiations and/or contractual matters relating to this RFP. Sign in blue ink and type or print requested information.

My signature certifies that this firm or individual has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to PWCS, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to PWCS, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with PWCS. **My signature confirms that I have read and understand the General Terms and Conditions are a part of any negotiated contract.**

### STATE CORPORATION COMMISSION (SCC) IDENTIFICATION NUMBER

Under paragraph 18 of the General Terms and Conditions, the Offeror agrees, if this proposal is accepted by PWCS, for such services and/or items, that the Offeror has met the requirements of the Virginia Public Procurement Act (VPPA) § 2.2-4311.2. Any falsification or misrepresentation contained in the statement submitted by Offeror pursuant to Title 13.1 or Title 50 may be cause for debarment by PWCS.

Offeror shall complete the following by checking the appropriate line that applies and provide the required information. Offerors failing to provide the required information indicated below will result in having their proposal not considered for evaluation.

1.  Offeror is a Virginia business entity organized and authorized to transact business in the Commonwealth of Virginia by the State Corporation Commission (SCC). The Offeror's current valid identification number issued by the SCC is \_\_\_\_\_ . *(The SCC number is NOT your federal tax identification number).* -OR-
2.  Offeror is a sole proprietor and no SCC number is required. -OR-
3.  Offeror is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business, any employees, agents, offices, facilities, or inventories in Virginia. This does not account for any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts. It also, does not account for any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from the Offeror's out-of-state location. **Offeror is required to include with this proposal documentation from their legal counsel which accurately and completely states why the Offeror is not required to be so authorized within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.** -OR-
4.  Offeror currently has pending before the SCC **an application that was submitted prior to the due date and time of this solicitation** for authority to transact business in the Commonwealth of Virginia and seeks consideration for a waiver to allow the submission of the SCC identification number after the due date for proposals (*PWCS reserves the right to determine in its sole discretion whether to allow such waiver.*)

### **THIS PROPOSAL IS SUBMITTED BY:**

Full Legal Name of Offeror: \_\_\_\_\_

Mailing Address: _____ _____	Remittance Address (If Different): _____ _____
---------------------------------	---

Phone: ( ) _____	Fax: ( ) _____
------------------	----------------

Email Address: _____	Contact Person: _____
----------------------	-----------------------

Tax Identification (FIN/SSN#): \_\_\_\_\_

Typed/Printed Name: _____	Signature: _____
---------------------------	------------------

Date: _____	(Person signing must be authorized to bind the Offeror in contractual matters)
-------------	--

**INCLUDE PAGES 1 and 2 OF THIS RFP AS THE FIRST 2 PAGES OF YOUR PROPOSAL RESPONSE**



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**U.S. COMMUNITIES®**  
GOVERNMENT PURCHASING ALLIANCE



**COMPETITIVE SOLICITATION**

**BY PRINCE WILLIAM COUNTY PUBLIC SCHOOLS**

**FOR**

**FACILITIES MANAGEMENT PRODUCTS AND SOLUTIONS**

**ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES**

**AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES**

**GOVERNMENT PURCHASING ALLIANCE**

**RFP #R-BB-19002**

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1. **U.S. COMMUNITIES OVERVIEW**

U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) helps Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein “Lead Public Agencies”). The contracts are available for use by the respective Lead Public Agency and, also, by other Participating Public Agencies.

**National Sponsors**

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), the United States Conference of Mayors (USCM) and the National Governors Association (NGA) (herein “National Sponsors”).

**Advisory Board**

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each [Advisory Board Member](#) is expected to actively participate in solicitations, participate in policy direction, and share expertise and purchasing innovations.

*Current U.S. Communities Advisory Board Members*

Auburn University, AL	Great Valley School District, PA
Beaverton School District, OR	Harford County Public Schools, MD
City and County of Denver, CO	Hennepin County, MN
City of Charlotte, NC	Los Angeles County, CA
City of Chicago, IL	Maricopa County, AZ
City of El Paso, TX	Miami-Dade County, FL
City of Houston, TX	North Carolina State University, NC
City of Kansas City, MO	Onondaga County, NY
City of Los Angeles, CA	Port of Portland, OR
City of Ocean City, NJ	Prince William County Schools, VA
City of Seattle, WA	San Diego Unified School District, CA
Cobb County, GA	State of Iowa, IA
Denver Public Schools, CO	State of Louisiana, LA
Emory University, GA	The Ohio State University, OH
Fairfax County, VA	The School District of Collier County
Fresno Unified School District, CA	

## **Participating Public Agencies**

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$2.5 Billion Dollars in products and services annually. Each month more than 500 new users register to participate. The continuing rapid growth of public agency participation is fueled by the Program's proven track record of providing unparalleled value to public agencies.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

Prince William County Public Schools, VA is acting as "Contracting Agent" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached in Exhibit A- U.S. Communities Information.

## **Estimated Volume**

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$250 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Prince William County Public Schools, VA and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide. The Advisory Board in 2017 purchased more than \$168 Million Dollars of products and services from existing U.S. Communities contracts.

## **Marketing Support**

U. S. Communities provides marketing support for each Supplier's products through the following:

- National Sponsors as referenced above,
- Over 90 State and Regional Sponsors,
- Sales and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, webinars, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training and a host of marketing and sales management tools to effectively increase sales through U.S. Communities.



## **Multiple Awards**

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

Prince William County Public Schools, VA reserves the right to award the contract locally and/or nationally in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the District and Participating Public Agencies as a result of this solicitation.

## **Evaluation of Proposals**

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) whose response(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

## **Format of Proposals**

Respondents should provide their response in a single document that includes page numbers so evaluators can easily reference sections of the response. Information should be organized in the same way as the RFP is structured, meaning each question in the RFP should be shown directly followed by the proposer's response.

2. **PURPOSE:**

The Purpose and Intent of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to establish a cooperative contract through competitive negotiations for the acquisition of Facilities Management Products and Solutions. Prince William County Public Schools (herein referred to as PWCS of “Lead Public Agency”), on behalf of itself and all states, local governments, school districts, higher education institutions, other government agencies and nonprofit organizations in the United States of America (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Facilities Management Products and Solutions (herein “Products and Services”) in accordance with the statement of needs, terms and conditions stated herein.

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY.

3. **OBJECTIVES:**

- A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier’s primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- F. Provide Participating Public Agencies with environmentally responsible products and services.

4. **CONTRACT ADMINISTRATOR:** As the Contract Administrator, the following individual, or his designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.:

Brian Burtner, CPPB, VCO, Buyer, 703-791-8736, [burtneba@pwcs.edu](mailto:burtneba@pwcs.edu)

5. **STATEMENT OF NEEDS**

Offerors are to propose the broadest possible scope of Facilities Management Products and Solutions they offer. The intent of the solicitation is to provide Participating Public Agencies with products and solutions to meet their various needs. Therefore, the Offerors should have demonstrated experience in providing the products and solutions as defined in this RFP. The scope of products and solutions consists of, but is not limited to, the following:

5.1. **General Definition of Products and Solutions**

5.1.1. **Uniforms-**

- 5.1.1.1. Rental of all shirts, pants, outerwear, footwear, food service uniforms, healthcare uniforms, industrial uniforms, cleanroom uniforms, high visibility clothing and flame/acid resistant clothing.
- 5.1.1.2. Direct Purchase of all shirts, pants, outerwear, footwear, food service uniforms, healthcare uniforms, industrial uniforms, cleanroom uniforms, high visibility clothing and flame/acid resistant clothing.

- 5.1.1.3. Lease of all shirts, pants, outerwear, footwear, food service uniforms, healthcare uniforms, industrial uniforms, cleanroom uniforms, high visibility clothing and flame/acid resistant clothing.
- 5.1.2. **Mat, Mop and Cleaning Cloth Services-** including rental, purchase or lease of walk-off mats, logo mats, anti-fatigue mats, wet area mats, wet mop heads, dry mop heads, microfiber mop heads, shop towels, and microfiber cloths.
- 5.1.3. **Restroom Supplies and Replenishment Services-** including installation and regularly scheduled maintenance of dispensers, paper products and chemicals and related services.
- 5.1.4. **Deep Cleaning-** including tile, carpet and coil cleaning.
- 5.1.5. **First Aid and Safety-** including first aid and safety supplies.
- 5.1.6. **AEDs-** including installation of, training on and ongoing service of AEDs.
- 5.1.7. **Fire Protection-** including inspection and monitoring of fire alarms, fire extinguishers, sprinkler systems, clean agent suppression systems, kitchen hood fire suppression systems and emergency/exit lighting.
- 5.1.8. **All Related Products, Services and Solutions –** any related products, services or solutions offered by the proposer.
- 5.2. Offerors are highly encouraged to include in their proposal a description of any significant task not listed in the Scope of Services which they know to be necessary under the proposed contract.
- 5.3. PWCS may add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon. The change must be approved by the Supervisor of Purchasing and a Contract Modification issued by the Purchasing Office to change the contract.

6. **PROPOSED SCHEDULE OF IMPLEMENTATION**

<u>Date</u>	<u>Schedule of Items</u>
July 17 <sup>th</sup> , 2018	Issue Request for Proposals
August 7 <sup>th</sup> , 2018	Questions/Inquiries Must Be Submitted By 4:00 PM
August 23 <sup>rd</sup> , 2018	Proposals Due Prior to 2:00 PM
September 12 <sup>th</sup> , 2018	Discussions with Selected Offerors
September 19 <sup>th</sup> , 2018	Award Recommendation
November 1, 2018	Award of Contract

7. **PROPOSAL SUBMISSION REQUIREMENTS**

- 7.1. One **(1) complete original proposal** (hardcopy, marked as **“Original”**).
- 7.2. **Two (2) copies** of the complete proposal **(PDF format) on a thumb drive.**
- 7.3. **Two (2) “REDACTED COPY” (PDF format) on a thumb drive** that reflects the removal of all proprietary items. Said PDF document shall be **clearly marked as “REDACTED COPY.”**
- 7.4. **One (1) hard copy** that reflects the **removal of all proprietary items.** Said copy shall be **clearly marked as “REDACTED COPY.”**

- 7.5. If there is no proprietary information in the proposal, Offeror must check on page one of the coversheets and the submission of “REDACTED COPIES” is not required.
- 7.6. Submit proposals in sealed envelopes or sealed boxes, and label as indicated below. Offerors are responsible for having their proposal stamped by Purchasing Office staff before the deadline for receipt of proposals. PWCS will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, PWCS will notify the Offerors of the deficiency and request that the appropriate number of copies be delivered by the end of the next two business days. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for PWCS to reject such proposals. Electronic or facsimile submission of proposals is not acceptable and any such proposals will not be considered. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.

7.6.1. Identification of Proposal Envelope/Package: The signed proposal should be returned in a sealed envelope or package, sealed, addressed as directed on the Cover Page, and identified as follows:

From:

_____	_____	_____
Name of Offeror	Due Date	Due Time
_____	_____	_____
Street or Box Number	RFP Number	RFP Title
_____	_____	_____
City	State, Zip Code	Name of Contract Administrator

- 7.7. Proposals having any erasures or corrections must be initialed by the offeror in ink.
- 7.8. PWCS will not be responsible for any expense incurred by any offeror in preparing and submitting a proposal.
- 7.9. Use of Information and Documents

PWCS and its officials, employees and agents will copy and use the response of the Offeror and documents included with the response, for various purposes related to analysis, evaluation, and decision to award a contract. Proposals shall be the property of PWCS. Following award PWCS may be required to allow inspection and copying of documents, and may also use the offeror’s documents in connection with any resulting contracts with that offeror. The offeror is responsible for obtaining any necessary authorizations for all such use of the documents and information, and for assuring that such copying and use is in conformance with laws related to trademarks and copyrights. Any documents or information for which the offeror has not obtained such authorization, or for which such copying and use is not authorized, shall not be submitted. The undersigned offeror agrees to indemnify, defend and hold PWCS, its officials, employees and agents harmless from any claims of any nature, including claims arising from trademark or copyright laws, related to use of information and documents submitted with the offeror’s response.

7.10. Submission of Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke these protections upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. [Virginia Code Section 2.2-4342(F)]. **Offerors shall submit, in a separate section of the proposal, any information considered by the offeror to be trade secrets or proprietary information, shall clearly identify the information as trade secrets or proprietary information and shall state the reason why protection is necessary. Offerors may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the

proposal to proprietary or trade secret information (TAB 7); however all information contained within the body of the proposal not in the separate section labeled proprietary shall be public information.

7.11. Mandatory Provisions

**Mandatory provisions of this Request for Proposals are indicated by the inclusion of the words "shall" or "must" to identify the contractor's obligations.**

7.12. Submission of Proposed Exceptions

PWCS proposed contract documents and this Request for Proposals contain terms and conditions PWCS favors and intends to use for the resultant contract. **If the Offeror wishes PWCS to consider any changes to these documents, such changes must be submitted as part of the Offeror's proposal.** Any contractor receiving a contract award shall be required to execute a contract in substantial compliance with PWCS standard contract and will be required to furnish all other required contract documents including tax identification or social security number within ten (10) days after receipt of notification that the contract is ready for signature; otherwise, PWCS may award the contract to another Offeror. See Section 6.15, Format and Content of Proposal, for specific instructions regarding the submission and identification of proposed exceptions.

7.13. Format and Content of Proposal

7.13.1. The proposal should address the items included in the Statement of Needs and in the Criteria for Proposal Evaluation. Proposals should provide straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Each copy of the proposal should be tabbed and submitted in a three ring binder with all documentation in a single volume, if practical. Any material on CD's should be in Microsoft Office format. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined nonresponsive.

7.13.2. Offerors should organize their proposals using the following TABBED-SECTION format:

7.13.2.1. Title Sheet (TAB 1)

Furnish the information requested on the **REQUEST FOR PROPOSALS TITLE PAGES (Pages 1. and 2.)** of this solicitation and include it as the first two pages of your proposal. The name stated on the Title Sheet, page 2 must be the full legal name of the Offeror and the address must be that of the office which will have the responsibility for the services provided.

**Offerors must specify on the introductory cover sheet if proposal contains trade secrets or proprietary information and if the proposal contains any exceptions to the content and requirements of the RFP.**

7.13.2.2. Project Methodology/Approach (TAB 2)

Offeror shall respond to the Statement of Needs (Section 4). The Offeror shall provide a written narrative describing the ability to meet the minimum requirements set forth herein. Sufficient detail shall be provided to demonstrate the Offeror's understanding, ability and/or willingness to satisfy all specified requirements. Offeror shall provide a detailed description and explanation of products and services offered in response to each requirement listed in the Statement of Needs, Section 4. Information regarding innovative breakthroughs and any one-of-a-kind programs offered related to Facilities Management Products and Solutions is encouraged.

In addition, Offeror shall provide a time line and schedule for completion of this project, highlighting critical points in the process.

7.13.2.3. Experience of the Offeror and the Project Team (TAB 3)

The Offeror shall indicate the expertise and experience of the firm relative to the statement of needs and specific requirements contained in this RFP.

7.13.2.4. References (TAB 4)

The Offeror shall complete the Contractor Data Sheet (**Attachment C**), to include a minimum of three (3) organizations for whom the Offeror has provided these products of the same or greater scope within the past three (3) years and can attest to the Offeror's qualifications and ability to perform the services described in the Statement of Needs. Include the date(s) when product was provided, the business name, address, and name, telephone number, fax number and e-mail address of the contract administrator.

7.13.2.5. Proposed Costs (TAB 5)

The Offeror shall complete the required spreadsheets shown in Attachment A.

7.13.2.6. Proprietary Information (TAB 6)

Any such information must be submitted under this tab. See Section 7.10 for additional information.

7.13.2.7. Exceptions (TAB 7)

Any exceptions being taken to the RFP must be listed under this tab. See Section 7.12 for additional information.

7.13.2.8. U.S. Communities Worksheet for National Consideration (TAB 8)

Worksheet should be completed and signed.

7.13.2.9. U.S. Communities Supplier Information (TAB 9)

Answers to all questions listed in the Supplier Information section of Attachment G should be provided.

7.13.2.10. U.S. Communities Administration Agreement- signed, unaltered (TAB 10)

7.13.2.11. Other Information (TAB 11)

Provide an example of the end user agreement or service agreement you would require a Participating Public Agency to execute.

7.13.2.12. Attachments (TAB 12)

- 7.13.2.12.1 Attachment B – Completed Contractor Data Sheet
- 7.13.2.12.2 Attachment C – Completed Vendor Information Form
- 7.13.2.12.3 Attachment D – Certificate of Compliance
- 7.13.2.12.4 Attachment E – Non-disclosure Agreement
- 7.13.2.12.5 Attachment F – Sample Contract Form

- 7.14. Oral Presentations/Product Demonstrations: Offerors who submit a proposal in response to this RFP and are ranked among the top, may be required to give an oral presentation of their proposal to PWCS. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Contract Administrator will schedule the time and location of these presentations. Oral presentations/product demonstrations are an option of PWCS and may or may not be conducted.
- 7.15. Withdrawal of Proposals: No proposal can be withdrawn after it is filed unless the Offeror makes a request in writing to the PWCS Supervisor of Purchasing prior to the time set for the opening of proposals or unless PWCS fails to award or issue a notice of intent to award the contract within ninety (120) days after the date fixed for opening proposals.

8. **CRITERIA FOR PROPOSAL EVALUATION**

<u>Evaluation Criteria</u>	<u>Assigned Weight</u>
8.1. Favorable References	5%
8.2. Proposed Approach/Methodology/Products and Services	30%
8.3. Supplier Information/Qualifications/Ability to Perform	40%
8.4. Proposed Costs	25%

9. **METHOD OF AWARD**

Following evaluation of the written proposals as submitted, selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposals, including price if so stated in the Request for Proposals. Negotiations shall then be conducted with each of the offerors so selected. Sample products and/or specifications may be requested to help evaluators determine quality of products. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, PWCS shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror or to multiple offerors should PWCS decide this to be in its best interest. Should PWCS determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

10. **CONTRACT TERM & RENEWAL**

- 10.1. The initial term of this contract shall be five years from **the date of award to October 31, 2023**, with the option to renew for two (2) additional two-year periods, two-years at a time, upon mutual written consent of the parties to the contract.
- 10.2. The products and services which are the subject of this Master Agreement may be covered by a service or maintenance agreement. The term of the service or maintenance agreement shall be governed by that document and may survive the expiration of this Master Agreement.
- 10.3. For future contract renewal periods, price increases shall not exceed the percentage increase/decrease in the **Consumer Price Index, Table 1 (<http://stats.bls.gov/news.release/cpi.t01.htm>), Urban Consumers (CPI-U), U. S. City Average, All Items, Unadjusted, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics.** The base price to which any adjustments will be made shall be the prices in effect during the contract period prior to the proposed contract period.
- 10.3.1. At the time of the contract renewal, if costs to Prince William County Schools (PWCS) are restricted by the current percentage increase/decrease of the CPI-U for the latest twelve months,

any unusual circumstances that could not have been foreseen by Contractor occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, the Contractor may request adjustments to the costs to PWCS beyond the current CPI-U cap to reflect the circumstances. *The circumstances must be beyond the control of the Contractor and fully documented.*

10.3.1.1. Documentation for pricing increases above the CPI-U cap must be provided as follows:

10.3.1.1.1. For items, documentation supporting the increased costs must be provided by the manufacturer on their letterhead.

10.3.1.1.2. For services, the Contractor must provide documentation of the circumstances causing the increased costs, including substantial proof supporting the claims made, to warrant any price increases.

10.3.2. After reviewing the documentation provided, the Supervisor of Purchasing, may accept the increased costs or refuse them if they are considered to be excessive.

10.3.2.1. If the Supervisor of Purchasing does not accept the increased costs and PWCS originally awarded multiple contracts for these items/services, PWCS reserves the right to obtain prices for the affected items/services from the other vendors who were awarded a contract and, if the prices are considered to be fair and reasonable, award the items/services to the contractor(s) with the lowest price that meets the contract requirements.

10.3.2.2. Alternatively, at its own discretion, PWCS may revise the contract requirements and issue a new solicitation.

## 11. **SPECIAL TERMS AND CONDITIONS:**

11.1. **Audit:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by PWCS, whichever is sooner. PWCS, its authorized agents shall have full access to and the right to examine any of said material during said period.

11.2. **Certificate of Compliance:** By signing and submitting a proposal, the Offeror acknowledges that as a condition of any Contract awarded and prior to Notice of Award, the Contractor must certify that neither the Contractor, any employee of the Contractor, nor any other person who will provide services under the Contract and will have directed.

11.3. **Extra Charges Not Allowed:**

The proposed prices shall be for the complete delivery ready for PWCS use, and shall include all applicable freight charges; extra charges will not be allowed for delivery to multiple locations.

11.4. **Failure to Deliver:** Failure to comply with the terms and conditions of this solicitation or to deliver goods and/or services identified in the solicitation and resulting contract at the firm fixed prices quoted will be considered in default of the contract award. Should the Contractor be found in default of the contract, any excess cost which may result from default actions shall be at the expense of the Contractor. The Contractor shall, in this instance, be responsible for any and all costs incurred by PWCS to procure such products elsewhere.

11.5. **General Insurance Requirements:**

11.5.1. The Contractor shall provide to the Supervisor of Purchasing a Certificate of Insurance indicating the coverage below prior to the start of any work under the contract and agrees to maintain such insurance until the completion of the contract. The minimum insurance coverage shall be:



- 11.5.2. Workers Compensation - Virginia Statutory Workers Compensation coverage including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000;
- 11.5.3. Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability and, where applicable to the project (as determined by PWCS), Products and Independent Contractors. The general aggregate limit shall apply to this project.
- 11.5.4. The Prince William county School Board should be named as additional insured on the Contractor's commercial general liability insurance policies and any excess liability or umbrella excess policies (if applicable). A thirty (30) day notice of cancellation or non-renewal in writing shall be furnished by the Contractor's insurance carrier(s) or insurance agent(s) to PWCS Purchasing Agent. The insurance certificate shall state contract number and title.
- 11.5.5. Automobile Liability \$1,000,000
- 11.6. Method of Ordering: Prince William County Schools (PWCS) may use three (3) different methods of placing orders from the final contract: Delivery Orders (DO's), Purchase Orders (PC's and PD's), and approved PWCS procurement card (encouraged).
  - 11.6.1. Procurement Card orders and payments may be made by the use of a Prince William County Schools "Procurement" and/or "Single Use" Card. The Procurement and/or Single Use Card is currently a Master Card. Contractors are encouraged to accept this method of order and payment.
  - 11.6.2. Contractors willing to accept PWCS procurement cards should check the box on the Pricing Schedule (Reference Page 25).
- 11.7. FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), the District is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), the District may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:

- a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
- b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
- c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
- d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
- e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
- f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

- a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the District and be disposed of in accordance with District policy. The District, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

- a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the District deems necessary, Contractor shall permit District, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or the District makes final payments and all other pending matters are

closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

11.8. COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

11.9. UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

**GENERAL TERMS AND CONDITIONS**  
(Revised 6/11/14)

These general terms, conditions and instructions apply to all purchases and are a part of each solicitation and every contract awarded by PWCS, unless otherwise specified in such solicitation or contract. The Purchasing Office is responsible for the purchasing activity of Prince William County Public Schools and its governing body, the Prince William County Public School Board. The term "PWCS" as used herein refers to the contracting entity which is the signatory on the contract and may be either PWCS, or the PWCS School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals; failure to do so will be at the bidder's/offeror's own risk.

These general terms, conditions and instructions are subject to all applicable Federal, State and local statutes, policies, resolutions, and regulations (collectively "laws"), and are to be interpreted so as to be consistent with such laws. In the case of irreducible conflict, these general terms and conditions are preempted by applicable laws.

**AUTHORITY**

1. The Supervisor of Purchasing has been delegated authority for issuance of invitations to bid, request for proposals, modifications, purchase orders and awards approved by and for PWCS. In the discharge of these responsibilities, the Supervisor of Purchasing may be assisted by delegating to Buyers and other Purchasing Office staff. Unless specifically delegated by the Supervisor of Purchasing, no other PWCS officer or employee is authorized to enter into purchase negotiations, change orders, contracts, or in any way obligate PWCS for indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void, and PWCS shall not be bound thereby.

**CONDITIONS OF BIDDING/OFFERING**

2. **OPEN PRICING RECORDS:** The classification of line item prices and/or bid prices as proprietary information or trade secrets is not acceptable. All bid prices will be read aloud at the public bid opening and posted on the PWCS Purchasing website. Any bidder who designates bid prices as proprietary information or trade secrets will be given 48 hours to withdraw this designation. If it is not withdrawn, their bid will be rejected. See § 2.2-4301.3.b.3 of the Virginia Public Procurement Act.
3. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, PWCS will publicly post such notice on the Purchasing Web site, <http://purchasing.departments.pwcs.edu/> for a minimum of 10 calendar days except in emergencies.
4. **CLARIFICATION OF TERMS:** If any prospective Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror shall contact the Buyer whose name appears on the face of the solicitation no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by a written addendum issued by the Purchasing Office.
5. **DEBARMENT STATUS:** By submitting their bid/proposal, the Bidder/Offeror certifies that he/she is not currently debarred by the Commonwealth of Virginia or PWCS from submitting bids/proposals on contracts for the type of goods and/or services covered by this solicitation, nor is the Bidder/Offeror an agent of any person or entity that is currently so debarred.
6. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price times the number of units will govern. Erasures and changes in bids must be initialed by the bidder. Carelessness in quoting prices, omitting portions of the work from the calculations, or in preparation of the bid otherwise will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot otherwise be corrected except as provided in paragraph 16 below, and the bidder will be required to perform if his or her bid is accepted.
7. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bid/proposal, Bidders/Offerors certify that their bid/proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder/Offeror, supplier, manufacturer or subcontractor in connection with their

bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

8. **INCLEMENT WEATHER:** Due to inclement weather conditions, PWCS may elect to close schools and administration offices. The following is an explanation of the policy:

**CODE GREEN:** All PWCS schools are closed. Administration offices are opened.

**CODE RED:** All PWCS schools are closed. Administration offices are closed.

- 8.1 In the event of a delay school opening, all times shall remain as stated in the Invitation for Bid/Request for Proposal.
- 8.2 In the event that PWCS closes on a CODE GREEN, any optional/mandatory pre-bid/proposal conference and all bid/proposal openings will be held as scheduled.
- 8.3 In the event that PWCS closes on a CODE RED, any optional/mandatory pre-bid proposal conference and all bid/proposal openings will be held on the next business day the PWCS experiences a normal opening, a delayed opening, or a school closing on a CODE GREEN, at the time previously scheduled. No exceptions will be made in this matter.
9. **LATE BIDS/PROPOSALS:** To be considered for selection, bids/proposals must be received by the PWCS Purchasing Office by the designated date and hour. The official time used in the receipt of bids/proposals is that time on the automatic time stamp machine in the Purchasing Office. Bids/proposals received in the Purchasing Office after the date and hour designated are non-responsive, automatically disqualified and will not be considered. PWCS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-school mail system or delivery by any other means. It is the sole responsibility of the Bidder/Offeror to ensure that his/her bid/proposal reaches the Purchasing Office by the designated date and hour.
10. **MANDATORY USE OF PWCS FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official PWCS form provided for that purpose may be cause for rejection of the bid/proposal. Return of this complete solicitation document is required. Modification of or additions to the General and/or Special Terms and Conditions of this solicitation may be cause for rejection of the bid/proposal; however, the Supervisor of Purchasing reserves the right to decide, on a case by case basis, in his/her sole discretion, whether to reject such a bid/proposal as non-responsive. As a precondition to its acceptance, PWCS may, in its sole discretion, request that the Bidder/Offeror withdraw or modify non-responsive portions of a bid/proposal, which do not affect quality, quantity, price or delivery schedule.

11. OFFICIAL NOT TO BENEFIT:

11.1 Each Bidder/Offeror certifies by signing a bid/proposal that to the best of his/her knowledge no PWCS official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid/proposal or as soon thereafter, as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, recession of the contract, or recovery of the cost of the financial benefit from the contractor, recipient, or both.

11.2 Whenever there is reason to believe that benefit of the sort described in the paragraph above has been or will be received in connection with the bid/proposal or contract and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, PWCS, as a prerequisite to payment pursuant to the Contract, or at any time may require the contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

11.3 In the event the Bidder/Offeror has knowledge of benefits as outlined above, this information should be submitted with the bid/proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract the Bidder/Offeror shall address the disclosure of such facts to: Supervisor of Purchasing, Prince William County Public Schools, P.O. Box 389, Manassas, VA 20108. The Invitation For Bid/Request for Proposal number shall be referenced in the disclosure.

12. **PRECEDENCE OF TERMS:** PWCS intends for the Contract Documents to be consistent and they shall be interpreted to be consistent if possible. If the Contract Documents conflict, however, the controlling provision will be the one which appears highest in the following list:

- The Notice of Award or Purchase Order/Contract (highest precedence),
- Addenda,
- Specifications and drawings,
- The signed bid/proposal submitted by the Contractor,
- Invitation for Bid/Request for Proposal,
- Any Special Terms and Conditions,
- These General Terms and Conditions (lowest precedence).

13. **QUALIFICATIONS OF BIDDERS/OFFERORS:** PWCS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to PWCS all such information and data for this purpose as may be requested. PWCS reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. PWCS further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder/Offeror fails to satisfy PWCS that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.

14. **TIE BID:** If all bids are for the same total amount or unit price (including authorized discounts and delivery times), the PWCS Supervisor of Purchasing shall award the contract to the tie bidder providing goods produced in Virginia or goods, services or construction provided by Virginia persons, firms or corporations. If there are more than one such tie bid, then the PWCS Supervisor of Purchasing may, in his or her sole discretion, readvertise the solicitation, divide the contract among the bidders (if the solicitation provided for multiple awards), or award a contract by lot from among the responsive and responsible Virginia bidders. If there are no responsive and responsible Virginia bidders, then the PWCS

Supervisor of Purchasing may, in his or her sole discretion, readvertise the solicitation, divide the contract among the bidders (if the solicitation provided for multiple awards), or award a contract by lot from among the responsive and responsible bidders. The decision of PWCS to make award to one or more such bidders shall be final.

15. **VENDOR REGISTRATION:** All vendors desiring to provide goods and/or services to PWCS shall register on-line at <http://purchasing.departments.pwcs.edu/>. Failure to register will result in the bid/proposal being non-responsive unless good cause is shown for the failure to register.

16. **WITHDRAWAL OF BIDS OR PROPOSALS:** A bid/proposal may be amended and/or withdrawn by a bidder or offeror if the request is received in writing before the due date and hour. The request must be signed by a person authorized to represent the vendor or firm that submitted the bid/proposal. Submission of a subsequent bid/proposal, unless specifically identified as an additional bid, shall constitute the withdrawal of any prior one submitted by the same bidder or offeror on the same Invitation for Bid/Request for Proposal.

Withdrawal of bids/proposals after opening is governed by Code of Virginia § 2.2-4330. The bidder/offeror shall give notice in writing of his/her claim of right to withdraw his/her bid/proposal within two business days after the conclusion of the bid opening or receipt of proposals procedure, and shall submit original work papers with such notice.

**SPECIFICATIONS**

17. **QUESTIONS CONCERNING SPECIFICATIONS:** Any information relative to interpretation of specifications and drawings shall be requested of PWCS in writing, in ample time before the opening of bids. No inquiries if received by PWCS on or after the fifth day before the date set for the opening of bids will be given any consideration. Any material interpretation of a specification, as determined by PWCS, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than 4:30 p.m. local time on the third day before the date set for receipt of bids. Oral answers will not be authoritative.

18. **TESTING AND INSPECTION:** PWCS reserves the right to conduct any test or inspection it may deem advisable to ensure products/services conform to the specification.

19. **USE OF BRAND NAMES:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders/Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which PWCS in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, color and suitability for the purpose intended, shall be accepted. The Bidder/Offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable PWCS to determine if the product offered meets the requirements of the solicitation. **ONLY THE INFORMATION FURNISHED WITH THE BID/PROPOSAL WILL BE CONSIDERED IN THE EVALUATION. FAILURE TO FURNISH ADEQUATE DATA FOR EVALUATION PURPOSES MAY RESULT IN DECLARING A BID/PROPOSAL NON-RESPONSIVE.** Unless the Bidder/Offeror clearly indicates in its bid/proposal that the product offered is an "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

**CONTRACT PROVISIONS**

20. **ANTI-DISCRIMINATION:** By submitting their bid/proposal, the Bidder/Offeror certifies to PWCS that he/she will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as

well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and the Code of Virginia §2.2-4311. In every contract over \$10,000 the provisions in 20.1 and 20.2 below apply:

During the performance of this contract, the Contractor agrees as follows:

- 20.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 20.2 The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- 20.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
- 20.4 The Contractor will include the provisions of 20.1, 20.2 and 20.3 above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
21. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to PWCS all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by PWCS under said contract.
22. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, including but not limited to the Virginia Public Procurement Act, and any litigation with respect thereto shall be brought in the courts of Prince William County, Virginia, except to the extent that Federal Court is appropriate. The Contractor shall comply with applicable federal, state and local laws and regulations, and be legally authorized to do business in the Commonwealth of Virginia.
23. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of PWCS.
24. **CHANGES TO THE CONTRACT:** PWCS may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to things such as services to be performed, the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give PWCS a credit for any resulting savings. Additionally, an increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
25. **CONTRACT DOCUMENTS/PURCHASE ORDERS:** The Contract entered into by the parties shall consist of the Invitation For Bid/Request for Proposal, the signed bid/proposal submitted by the Contractor, the Notice of Award or Purchase Order/Contract, these General Terms and Conditions and any Special Terms and Conditions, and the listed specifications and drawings, if any, including all modifications thereof, all of which shall be referred to

collectively as the Contract Documents. All time limits stated in the Contract Documents are of the essence of the Contract unless stated otherwise. Orders against contracts will be placed with the Contractor on a Purchase Order or Procurement Card.

26. **COOPERATIVE PURCHASING:** PWCS may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or Invitation for Bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.
  - 26.1 It is the Contractors responsibility to notify the public body(s) of the availability of the contract.
  - 26.2 Each public body has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
  - 26.3 PWCS shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.
27. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees as follows:
  - 27.1 Provide a drug-free workplace for the Contractor's employees.
  - 27.2 Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  - 27.3 State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
  - 27.4 Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
28. **GUARANTEES & WARRANTIES:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to PWCS before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

29. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bid/proposal, Bidders/Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
30. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless PWCS, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against PWCS in consequence of the granting of a contract or which may otherwise result therefrom, if the act was caused through negligence, error, omission, or reckless or intentional misconduct (or, in the case of intellectual property rights, by any act done without proper permission) of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against PWCS in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend PWCS as herein provided.
31. **MODIFICATION OF CONTRACT:** PWCS may, upon mutual agreement with the Contractor, issue written modifications to the scope of work/specifications of this contract, and within the general scope thereof, except that no modifications can be made which will result in an increase of the original contract price by a cumulative amount of more than \$50,000 or 25%, whichever is greater, without the advance written approval of the Prince William County School Board. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by the Supervisor of Purchasing:
- The written modification shall stipulate the mutually-agreed price for the specific addition to or deletion from the scope of work/specifications which shall be added to or deducted from the contract amount.
- The written modification shall stipulate the number of unit quantities added to or deleted from the contract and multiplied by the unit price which shall be added to or deducted from the contract amount.
- The written modification shall direct the Contractor to proceed with the work and to keep, and present in such form as PWCS may direct, a correct account of the cost of the change together with all vouchers therefore. The cost shall include an allowance for overhead and profit to be mutually agreed upon by PWCS and the Contractor.
32. **NON-DISCRIMINATION OF CONTRACTORS:** Any potential Bidder/Offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations are also protected from discrimination on the basis of religious character as provided below.
- 32.1 Faith-based organizations may enter into contracts with PWCS on the same basis as any other nongovernmental source may do so without impairing the religious character of such organization and without diminishing the religious freedom of the beneficiaries of assistance provided under such contracts.
- 32.2 PWCS shall not impose conditions on contracts that restrict the religious character of the faith-based organization, except that money paid to the faith-based organization by or on behalf of PWCS will not be spent for religious worship, instruction, or proselytizing.
- 32.3 Any faith-based organization awarded a contract by PWCS shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by PWCS.
- 32.4 Faith-based organizations retain the right to employ persons of a particular religion to perform work connected with the carrying on by such organization of its activities.
- 32.5 If an award of contract is made to a faith-based organization, and an individual who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, PWCS shall offer the individual, within a reasonable period of time after the date of objection, access to equivalent goods, services, or disbursement from an alternative provider.
- 32.6 Any faith-based organization that is awarded a contract to provide goods, services, or disbursements to individuals shall also provide to such individuals a notice in bold face type that states: "Neither the public body's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider."
33. **PRICE REDUCTION:** If at any time after the date of the bid/proposal the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify PWCS of such reduction by letter. **FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT FOR CAUSE.** Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by PWCS.
34. **SMALL AND MINORITY BUSINESS ENTERPRISES:** It is PWCS intent to undertake every effort to increase opportunity for utilization of small and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the Contractor agrees to use their best effort to carry out this intent and ensure that Small and

- Minority Businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract. Contractors may rely on oral or written representation by subcontractors regarding their status as small and/or minority business enterprises in lieu of an independent investigation.
35. **TERMINATION FOR CAUSE/DEFAULT:** In case of failure to deliver goods or provide services in accordance with the contract terms and conditions, PWCS, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which PWCS may have. Specifically:
- 35.1 If, through any cause, the Contractor fails to fulfill in a timely and proper manner their obligations under the contract, or if the Contractor violates any of the covenants, agreements, or stipulations of the contract, PWCS shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall at the option of PWCS, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- 35.2 Notwithstanding the above, the Contractor shall not be relieved of liability to PWCS for damages sustained by PWCS by virtue of any breach of contract by the Contractor. PWCS may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to PWCS from the Contractor is determined.
36. **TERMINATION FOR CONVENIENCE:** PWCS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Supervisor of Purchasing determines that such a termination is in the best interest of PWCS. Any such termination shall be effected by delivery to the Contractor, at least ten (10) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the Contractor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.
37. **VIRGINIA FREEDOM OF INFORMATION ACT:** Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Any inspection of procurement transaction records under this provision shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- 37.1 Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.
- 37.2 Any Bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening/receipt of all bids, but prior to award, except in the event that PWCS decides not to accept any of the bids and to re-solicit. Otherwise, bid records shall be open to public inspection only after award of the contract.
- 37.3 Bids and proposal records shall be open to the public only after award.
- 37.4 Any offeror who responds to an RFP shall be afforded the opportunity to inspect proposal records upon request within a reasonable time after the evaluation and negotiation of proposals are complete but prior to award, except in the event PWCS decides not to accept any of the proposals and to resolicit.
- 37.5 Trade secrets or proprietary information submitted by any bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application shall not be subject to public disclosure under the Virginia Freedom of Information Act if the bidder, offeror, or Contractor invokes the protection of Code of Virginia section 2.2-4342 F, in writing prior to or upon submission of the data or other materials, identifies the data or other materials to be protected, and states the reasons why protection is necessary.
- 37.6 Nothing contained in this section shall be construed to require PWCS to furnish a statement of the reason(s) why a particular bid/offer was not deemed to be the most advantageous to PWCS.

#### DELIVERY/PAYMENT PROVISIONS

38. **POINT OF DESTINATION:** All materials shipped to PWCS must be shipped FOB DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.
39. **INVOICES:** Invoices for goods and/or services ordered, delivered and accepted shall be submitted in duplicate by the Contractor(s) directly to the payment address shown on the purchase order/contract. **All invoices shall reference said purchase order/contract number and shall be in the same legal name of the Contractor as indicated on the Contract.**
40. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by Section 1261 of Title 15 of the United States Code (U.S.C.), then the Bidder/Offeror, by submitting his/her bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Bidder/Offeror does not violate any of the prohibitions of Title 15 of the U.S.C. or Section 1263.
41. **MATERIAL SAFETY DATA SHEETS:** Material and Safety Data Sheets shall be provided in English, and if available, Spanish within two (2) business days upon request for each chemical and/or compound offered. Failure on the part of the Contractor to submit such data sheets may be cause for declaring the Contractor in default.
42. **PAYMENT TERMS:** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days.
43. **PAYMENT TO SUBCONTRACTORS:**
- 43.1 A Contractor awarded a contract under this solicitation is hereby obligated to:
- 43.1.1 Pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from PWCS for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or



43.1.2 Notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason for such.

43.2 Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from PWCS except for amounts withheld as stated in the paragraph above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. This obligation to pay interest is not an obligation of PWCS, and no contract modification will be made for the purpose of providing reimbursement of the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

43.3 The provisions of 44.1 through 44.3 apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of PWCS or any participating jurisdiction.

44. **TAX EXEMPTION:** PWCS is exempt from the payment of federal excise or Virginia Sales and Use Tax. The bid/proposal price must be net, exclusive of taxes. When under established trade practice, any federal excise tax is included in the list price, the Bidder/Offeror may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by PWCS. PWCS Federal Excise Tax Exemption number is 54-6001533. A copy of PWCS Sales and Use Tax Certificate Exemption is posted on the PWCS Web site at <http://purchasing.departments.pwcs.edu/>.

1. **TRANSPORTATION AND PACKAGING:** By submitting their bids/proposals, all bidders/offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

#### BIDDER/CONTRACTOR REMEDIES

46. **ACCEPTANCE OF BIDS/OFFERS BINDING 90 DAYS:** Unless otherwise specified in the IFB or RFP, all formal bids/offers submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties. Additionally, PWCS may purchase additional quantities at the original firm fixed delivered unit prices for (90) ninety days after date of award.

47. **AWARD OR REJECTION OF BIDS/OFFERS:** The Supervisor of Purchasing shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of PWCS to accept it. Awards made in response to an RFP will be made to the highest qualified offeror whose proposal is determined in writing to be the most advantageous to PWCS taking into consideration the evaluation factors set forth in the RFP. The Supervisor of Purchasing reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of PWCS. Award may be made to as many bidders/ offerors as deemed necessary to fulfill the anticipated requirements of PWCS. The Supervisor of Purchasing also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions attached to the bid;
- j. Whether the bidder is in arrears to PWCS on debt or contract or is a defaulter on surety to PWCS or whether the bidder's PWC taxes or assessments are delinquent; and
- k. Such other information as may be secured by PWCS Supervisor of Purchasing having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the PWCS Supervisor of Purchasing shall so notify that bidder and shall have recorded the reasons in the contract file.

48. **CONTRACTUAL DISPUTES:** Any dispute concerning a question of act including claims for money or other relief as a result of a contract with PWCS which is not disposed of by agreement shall be declared by the Supervisor of Purchasing, who shall reduce a decision to writing and mail or otherwise forward a copy thereof to the Contractor within ten (10) days. The decision of the Supervisor of Purchasing shall be final and conclusive unless the Contractor appeals within ten (10) days of receipt of the written decision. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, as a condition precedent to consideration of the claim, the Contractor must give written notice of the intention to file such a claim at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment.

49. **DELIVERY/SERVICE FAILURES:** Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by PWCS, or failure to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by PWCS, shall constitute grounds for PWCS to "Cover" by purchasing in the open market articles or services of comparable grade or quality to replace the services or articles rejected or not delivered. On all such purchases, the Contractor shall reimburse PWCS, within a reasonable time specified by PWCS, for any expense incurred in excess of contract prices, or, in PWCS's sole discretion, PWCS shall deduct the cost of Cover from any amounts due to Contractor. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, PWCS reserves the right to use or consume articles delivered or services performed which are

substandard in quality, subject to an adjustment in price to be determined by PWCS.

50. **EXHAUSTION OF ADMINISTRATIVE REMEDIES:** No potential Bidder/Offeree or Contractor shall institute any legal action until all administrative remedies available under this solicitation and resulting contract have been exhausted and until all statutory requirements have been met.
51. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder may protest the award or decision to award a contract by submitting a protest in writing to the Bid Protest Officer no later than ten (10) calendar days after public notice of the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten (10) calendar days after posting or publication of the notice of such contract. The written protest shall include the basis for the protest and the relief sought. The Bid Protest Officer shall issue a decision in writing within ten (10) calendar days of the receipt of the protest stating the reasons for the action taken. Any offeror may protest the award or decision to award a contract by submitting a protest in writing to PWCS, or an official designated by PWCS, no later than ten (10) calendar days after the award or the announcement of the decision to award, whichever occurs first.
- 51.1 If prior to award it is determined that the decision to award is arbitrary or capricious then the sole relief shall be a finding to that effect. The Supervisor of Purchasing shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by PWCS. Where the award has been made and performance has begun, the Supervisor of Purchasing may declare the contract void upon a finding that this action is in the best interest of PWCS. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.
- 51.2 Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this paragraph shall not be affected by the fact that a protest or appeal has been filed.
- 51.3 An award need not be delayed for the period allowed a Bidder/Offeree to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.
52. **RESPONSIBILITY FOR SUPPLIES TENDERED:** Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, PWCS may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

**PROPOSED PRICING**

Offerors shall submit proposed costs for all the products being offered that they are capable of providing. All proposed costs shall be in the form of discount from list/catalog price.

Prices should be based on the estimated quantity stated on page 6 of the RFP. Requirements not resulting in an order in the quantities described as “estimated,” shall not constitute the basis for an equitable price adjustment.

Proposers should complete all sheets in the Pricing Attachment workbook. These include:

1. Market Basket- Rental: This is NOT a core list. This information is to be used for evaluation purposes only. Prices proposed here should reflect the discount offered in the Discount by Category sheet.
2. Market Basket- Purchase: This is NOT a core list. This information is to be used for evaluation purposes only. Prices proposed here should reflect the discount offered in the Discount by Category sheet.
3. Market Basket- Safety: This is NOT a core list. This information is to be used for evaluation purposes only. Prices proposed here should reflect the discount offered in the Discount by Category sheet.
4. Discount by Category: Note, additional categories may be added as needed. Proposers should, also, indicate any other incentives/discounts they offer to Participating Public Agencies.
5. Additional Charges: Proposers should list any additional charges that will be applied to Participating Public Agencies.
6. Proposer will accept PWCS Procurement Card for payment: Yes \_\_\_\_\_, No \_\_\_\_\_.

REP #R-BB-19002 - FACILITIES MAINTENANCE SOLUTIONS  
NATIONAL MARKET BASKET

THIS MARKET BASKET IS A GENERAL REPRESENTATION OF A CROSS SECTION OF UNIFORMS RENTED NATIONWIDE. THIS IS NOT A CORE LIST. PRICING SUBMITTED ON THIS SHEET SHOULD MATCH THE DISCOUNTS OFFERED IN THE DISCOUNT BY CATEGORY. DO NOT INCLUDE ANY ADDITIONAL CHARGES IN THESE PRICES.

Item Number	Make	Supplier Item Number	UOM	Description	Proposed Price/Equipment Details				Description of Quoted Item (if different)
					Discount (Percentage from Discount by Category)	Price for Weekly Lease (no cleaning)	Price for Weekly Rental (with cleaning)	Lost/Replacement Charge (EA)	
1	Cintas	935	EA	COMFORT WORK SHIRTS 65/35 POLY/COTTON					
2	Cintas	273	EA	HIGH IMAGE WORK SHIRT 65/35 POLY/COTTON					
3	Cintas	65273	EA	HIGH IMAGE WOMENS WORK SHIRT 65/35 POLY/COTTON					
4	Cintas	945	EA	COMFORT WORK PANTS 65/35 POLY/COTTON					
5	Cintas	865	EA	PLEATED COMFORT WORK PANTS 65/35 POLY/COTTON					
6	Cintas	270	EA	COMFORT WORK CARGO PANTS 65/35 POLY/COTTON					
7	Cintas	370	EA	COMFORT WORK CARGO SHORTS 65/35 POLY/COTTON					
8	Cintas	205	EA	WOMENS COMFORT WORK SHIRT W/ POCKET 65/35 POLY/COTTON					
9	Cintas	330	EA	COTTON WORK SHIRT 100% COTTON					
10	Cintas	340	EA	COTTON WORK PANTS 100%					
11	Cintas	394	EA	JEAN PANT 100% COTTON					
12	ChefWorks	82670	EA	Chef Coat 65/35 POLY/COTTON					
13	ChefWorks	71125	EA	ELASTIC WAIST CHEF PANTS W/ DRAWSTRING 65/35 POLY/COTTON					
14	Cintas	833	EA	FOOD PROCESSING SHIRT White/Blue (no pockets, grippers) 65/35 POLY/COTTON					
15	Cintas	374	EA	EXECUTIVE DRESS SHIRTS 57/43 POLY/COTTON					
16	Cintas	275	EA	HIGH IMAGE PERFORMANCE POLO SHIRT 100% MICROFIBER POLY					
17	Cintas	66275	EA	WOMENS HIGH IMAGE PERFORMANCE POLO SHIRT 100% MICROFIBER POLY					
18	Cintas	390	EA	WOMENS FIT COMFORT WORK PANT 65/35 POLY/COTTON (SLIM FIT)					
19	Cintas	395	EA	WOMENS FIT COMFORT WORK PANT 65/35 POLY/COTTON					
20	Cintas	259	EA	PRO-KNIT POLO SHIRTS MOISTURE WICKING 100% POLY					
21	Cintas	268	EA	PRO-KNIT T-SHIRTS 100% POLY					
22	Cintas	970	EA	LINED SERVICE JACKET 65/35 POLY/COTTON					
23	Cintas	366	EA	HIGH IMAGE JACKET 65/35 POLY/COTTON					
24	Cintas	912	EA	Coverall 7.5oz 65/35 POLY/COTTON					
25	Cintas	925	EA	White Lab Coat 80/20 POLY/COTTON					
26	Cintas	82497	EA	White Polyester Butcher Coat 100% POLY					
27	Carhartt	384	EA	CARHARTT SHIRT 100% COTTON					
28	Carhartt	381	EA	CARHARTT 5 POCKET JEANS 100% COTTON					
29	Carhartt	382	EA	CARHARTT CARPENTER JEANS 100% COTTON					
30	Carhartt	383	EA	CARHARTT WORK PANTS 100% COTTON					
31	CARHARTT	280	EA	FLAME RESISTANT JEAN					
32	CARHARTT	290	EA	FLAME RESISTANT CARPENTER JEAN					
33	Carhartt	294	EA	FLAME RESISTANT WORK SHIRT					
34	Carhartt	371	EA	FLAME RESISTANT WORK PANT					
35	CARHARTT	391	EA	FLAME RESISTANT COVERALL					
36	Happy Chef	8841	EA	FOOD SERVICE, POLO SHIRT S-XL					
37	Happy Chef	517	EA	FOOD SERVICE, CHEF COAT, XS-XL					
38	Happy Chef	67627	EA	FOOD SERVICE, V-NECK APRON, ONE SIZE					
39	Happy Chef	317	EA	FOOD SERVICE, FEMALE CHEF COAT, XS-XL					
40	Happy Chef	48480	EA	FOOD SERVICE, CHEF HAT, STUDENT BERET					
41	Happy Chef	100446	EA	FOOD SERVICE, SKULL CAP, FLAT TOP					
42	Cintas	10196	EA	3x5 Traffic Mat					
43	Cintas	1801	EA	2X3 SPRING STEP					
44	Cintas	1802	EA	3X5 SPRING STEP					
45	Cintas	84302	EA	3X5 SAFETY MAT					
46	Cintas	84301	EA	3X5 LOGO MAT					
47	Cintas	69113	EA	24OZ SYNTH WET MOP					
48	Cintas	9582	EA	PULSE MOP					
49	Cintas	9581	EA	DUAL CHAMBER MOP BUCKET					
50	Cintas	71116	EA	12" MICROFIBER MOP HEAD					
51	Cintas	7001	EA	36" MICROFIBER MOP					
52	Cintas	7245	EA	MICROFIBER MOP HANDLE					
53	Cintas	9514	EA	HEAVY DUTY SOAP SCRUB SERVICE - 1000 ml					
54	Cintas	9513	EA	MOISTURIZING SOAP REFILL - 1000 ml					
55	Cintas	9532	EA	ANTIBACTERIAL GEL SOAP SERVICE - 1000 ml					

RFP #R-BB-19002- FACILITIES MAINTENANCE SOLUTIONS  
NATIONAL MARKET BASKET

THIS MARKET BASKET IS A GENERAL REPRESENTATION OF A CROSS SECTION OF UNIFORMS PURCHASED NATIONWIDE. THIS IS NOT A CORE LIST. PRICING SUBMITTED ON THIS SHEET SHOULD MATCH THE DISCOUNTS OFFERED IN THE DISCOUNT BY CATEGORY. DO NOT INCLUDE ANY ADDITIONAL CHARGES IN THESE PRICES.

Item Number	Make	Supplier Item Number	UOM	Description	Proposed Price/Equipment Details		
					Discount (Percentage from Discount by Category)	Purchase Price	Make/Model of Quoted Item (if different)
1	Cintas	955	EA	COMFORT WORK SHIRTS 65/35 POLY/COTTON			
2	Cintas	273	EA	HIGH IMAGE WORK SHIRT 65/35 POLY/COTTON			
3	Cintas	65273	EA	HIGH IMAGE WOMENS WORK SHIRT 65/35 POLY/COTTON			
4	Cintas	945	EA	COMFORT WORK PANTS 65/35 POLY/COTTON			
5	Cintas	865	EA	PLEATED COMFORT WORK PANTS 65/35 POLY/COTTON			
6	Cintas	270	EA	COMFORT WORK CARGO PANTS 65/35 POLY/COTTON			
7	Cintas	370	EA	COMFORT WORK CARGO SHORTS 65/35 POLY/COTTON			
8	Cintas	205	EA	WOMENS COMFORT WORK SHIRT W/ POCKET 65/35 POLY/COTTON			
9	Cintas	330	EA	COTTON WORK SHIRT 100% COTTON			
10	Cintas	340	EA	COTTON WORK PANTS 100%			
11	Cintas	394	EA	JEAN PAINT 100% COTTON			
12	ChefWorks	82670	EA	Chef Coat 65/35 POLY/COTTON			
13	ChefWorks	71125	EA	ELASTIC WAIST CHEF PANTS W/ DRAWSTRING 65/35 POLY/COTTON			
14	Cintas	833	EA	FOOD PROCESSING SHIRT White/Blue (no pockets, grippers) 65/35 POLY/COTTON			
15	Cintas	374	EA	EXECUTIVE DRESS SHIRTS 57/43 POLY/COTTON			
16	Cintas	275	EA	HIGH IMAGE PERFORMANCE POLO SHIRT 100% MICROFIBER POLY			
17	Cintas	65275	EA	WOMENS HIGH IMAGE PERFORMANCE POLO SHIRT 100% MICROFIBER POLY			
18	Cintas	390	EA	WOMENS FIT COMFORT WORK PANT 65/35 POLY/COTTON (SLIM FIT)			
19	Cintas	395	EA	WOMENS FIT COMFORT WORK PANT 65/35 POLY/COTTON			
20	Cintas	259	EA	PRO-KNIT POLO SHIRTS MOISTURE WICKING 100% POLY			
21	Cintas	268	EA	PRO-KNIT T-SHIRTS 100% POLY			
22	Cintas	970	EA	LINED SERVICE JACKET 65/35 POLY/COTTON			
23	Cintas	366	EA	HIGH IMAGE JACKET 65/35 POLY/COTTON			
24	Cintas	912	EA	Coverall 7.5oz 65/35 POLY/COTTON			
25	Cintas	925	EA	White Lab Coat 80/20 POLY/COTTON			
26	Cintas	82497	EA	White Polyester Butcher Coat, 100% POLY			
27	Carhartt	384	EA	CARHARTT SHIRT 100% COTTON			
28	Carhartt	381	EA	CARHARTT 5 POCKET JEANS 100% COTTON			
29	Carhartt	382	EA	CARHARTT CARPENTER JEANS 100% COTTON			
30	Carhartt	383	EA	CARHARTT WORK PANTS 100% COTTON			
31	CARHART	280	EA	FLAME RESISTANT JEAN			
32	CARHART	280	EA	FLAME RESISTANT CARPENTER JEAN			
33	Carhartt	294	EA	FLAME RESISTANT WORK SHIRT			
34	Carhartt	371	EA	FLAME RESISTANT WORK PANT			
35	CARHART	391	EA	FLAME RESISTANT COVERALL			
36	Happy Chef	8841	EA	FOOD SERVICE, POLO SHIRT S-XL			
37	Happy Chef	517	EA	FOOD SERVICE, CHEF COAT, XS-XL			
38	Happy Chef	67627	EA	FOOD SERVICE, V-NECK APRON, ONE SIZE			
39	Happy Chef	317	EA	FOOD SERVICE, FEMALE CHEF COAT, XS-XL			
40	Happy Chef	48480	EA	FOOD SERVICE, CHEF HAT, STUDENT BERET			
41	Happy Chef	100446	EA	FOOD SERVICE, SKULL CAP, FLAT TOP			
42	Cintas	10196	EA	3x5 Traffic Mat			
43	Cintas	1801	EA	2X3 SPRING STEP			
44	Cintas	1802	EA	3X5 SPRING STEP			
45	Cintas	84502	EA	3X5 SAFETY MAT			
46	Cintas	84301	EA	3X5 LOGO MAT			
47	Cintas	6913	EA	24OZ SYNTH WET MOP			
48	Cintas	9582	EA	PULSE MOP			
49	Cintas	9581	EA	DUAL CHAMBER MOP BUCKET			
50	Cintas	7116	EA	12" MICROFIBER MOP HEAD			
51	Cintas	7001	EA	36" MICROFIBER MOP			
52	Cintas	7245	EA	MICROFIBER MOP HANDLE			
53	Cintas	9314	EA	HEAVY DUTY SOAP SCRUB SERVICE - 1000 ml			
54	Cintas	9313	EA	MOISTURIZING SOAP REFILL - 1000 ml			
55	Cintas	9332	EA	ANTIBACTERIAL GEL SOAP SERVICE - 1000 ml			

**RFP #R-BB-19002 - FACILITIES MAINTENANCE SOLUTIONS  
NATIONAL MARKET BASKET**

THIS MARKET BASKET IS A GENERAL REPRESENTATION OF A CROSS SECTION OF SAFETY PRODUCTS PURCHASED NATIONWIDE. THIS IS NOT A CORE LIST. PRICING SUBMITTED ON THIS SHEET SHOULD MATCH THE DISCOUNTS OFFERED IN THE DISCOUNT BY CATEGORY. DO NOT INCLUDE ANY ADDITIONAL CHARGES IN THESE PRICES.

Item Number	Annual Nationwide Usage				Proposed Price/Equipment Details				
	Make	Supplier Item Number	Description	UOM	Quantity per UOM	Discount (Percentage from Discount by Category)	Unit Price	Make/Model of Quoted Item (if different)	Description of Quoted Item (if different)
1	CINTAS	280020	LENS/SCREEN PADS 100/BX	EA	100				
2	CINTAS	163050	BURN RELIEF PACKET/ 6 PK	BAG	6 packets				
3	CINTAS	1030300	WOUNDSEAL POUR PACK (2)	EA	2				
4	CINTAS	119260	ALLERGY RELIEF TABLET MED	BOX	2/10cnt blister paks				
5	CINTAS	121220	ALEVE SMALL	BAG	5 packs				
6	CINTAS	573772	DAYQUIL SEVERE SMALL	BAG	5 packets				
7	CINTAS	79191	MUCINEX SMALL	BAG	3 packets				
8	CINTAS	111929	IBUPROFEN TABS SMALL	BOX	20 packets				
9	CINTAS	112039	COLD RELIEF MAX/STR MED	BOX	40 packets				
10	CINTAS	12221	LIQUID BANDAGE SMALL	BAG	5 pipettes				
11	CINTAS	111989	IBUPROFEN TABS MEDIUM	BOX	50 packets				
12	CINTAS	111999	IBUPROFEN TABS LRG	BOX	125 packets				
13	CINTAS	150110	TWEEZERS, METAL IND/3PK	PAC	3 tweezers				
14	CINTAS	51030	HAND SANITIZER SMALL	BAG	10 packets				
15	CINTAS	130479	EYEWASH, 1/2OZ MEDIUM	BOX	5 bottles				
16	CINTAS	122249	GLUCOSE, SMALL	PAC	2 packs				
17	CINTAS	102435	LIPAD SMALL	BAG	10 packets				
18	CINTAS	102640	BIOFREEZE MUSCLE RLF SM	BAG	5 packets				
19	CINTAS	119250	ANTI-DIARRHEAL CAPLETS SM	BOX	12 caplets				
20	CINTAS	43729	X-LONG BANDAGE MEDIUM	BOX	25 bandages				
21	CINTAS	164010	COOL&SOOTHE 6/BOX	BOX	6 packets				
22	CINTAS	111529	PAIN AWAY X-STRENGTH SM	BAG	25 packets				
23	CINTAS	43658	WATERPROOF CLEAR STRIPS	BOX	30 bandages				
24	CINTAS	44269	ELASTIC STRIP MEDIUM	BOX	50 bandages				
25	CINTAS	111180	ASPIRIN ORG ST 50CT	BOX	25 packets				
26	CINTAS	130000	THERA TEARS, SMALL	PAC	4 vials				
27	CINTAS	100019	TRIPLE ANTIBIOTIC OINT MD	BOX	20 packets				
28	CINTAS	112029	COLD RELIEF MAX/STR SM	BAG	25 packets				
29	CINTAS	44429	LARGE PATCH 2"X3", MED	BOX	15 bandages				

**RFP #R-BB-19002 - FACILITIES MAINTENANCE SOLUTIONS  
DISCOUNT BY PRODUCT CATEGORY**

PROPOSERS SHOULD INPUT A DISCOUNT RATE FOR EACH CATEGORY THEY PROVIDE BELOW. ADDITIONAL CATEGORIES MAY BE ADDED AS NEEDED.

Category Number	Category	Discount (% from published/book rate)	Verifiable Published Price List ID	Comments
1	Uniform Rental			
2	Uniform Leasing			
3	Uniform Purchase			
4	Shoe Purchase			
5	Mat/Mop Rental			
6	Mat/Mop Leasing			
7	Mat/Mop Purchase			
8	Restroom Supplies			
9	Restroom Services			
10	Deep Cleaning Services			
11	First Aid/Safety Supplies			
12	AEDs			
13	Fire Protection Services			
14	Promotional Products			
15	Miscellaneous			
16	Other			

Additional Discounts Offered	
1	Volume Discount
2	Ecommerce Rebate
3	Sole Vendor Discount
4	Other

**RFP #R-BB-19002 - FACILITIES MAINTENANCE SOLUTIONS  
ADDITIONAL CHARGES**

PROPOSERS SHOULD IDENTIFY ALL ADDITIONAL CHARGES THAT WILL BE ADDED TO THOSE RATES INDICATED ON DISCOUNT BY PRODUCT CATEGORY. PLEASE USE THE COMMENTS SECTION TO BE AS SPECIFIC AS POSSIBLE ABOUT WHERE ADDITIONAL CHARGES WILL APPLY. FOR CHARGES THAT DO NOT APPLY TO PROPOSER, PLEASE ENTER "N/A". ADDITIONAL CHARGES MAY BE LISTED IF NECESSARY.

Potential Additional Charges	Comments
Truck Charge	
Set-up Charge to Move Truck	
Floor Change Charge per Floor	
Furniture Moving Charge per Hour	
Spotting Price per Hour	
Mileage Charge	
Minimum Stop Charge	
Cancellation Charge	
Gum Removal	
Wax or Sealant Removal	
Embroidery Charge	
Other	



Solicitation # R-BB-19002

**CONTRACTOR DATA SHEET**

1. **QUALIFICATION OF OFFEROR:** The Offeror shall have the capability and the capacity in all respects to fully satisfy all the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time the Offeror has been in business providing the goods/services in this solicitation: \_\_\_\_\_ Years \_\_\_\_\_ Months.
3. **REFERENCES:** Offerors shall provide a listing of at least five (5) references for which the company has provided specified goods/services of the same or greater scope within the past three (3) years. **PWCS cannot be a reference.**

1.	Customer Name:	Contact Name:	Contact Title:
Address: _____ _____			Phone No.
E-mail: _____			Fax No.
2.	Customer Name:	Contact Name:	Contact Title:
Address: _____ _____			Phone No.
E-mail: _____			Fax No.
3.	Customer Name:	Contact Name:	Contact Title:
Address: _____ _____			Phone No.
E-mail: _____			Fax No.

**PRINCE WILLIAM COUNTY PUBLIC SCHOOLS  
Purchasing Office**

**VENDOR INFORMATION FORM**

The following vendor information is required with all RFP responses along with a completed and signed W-9 form:

Ordering/Purchase Order Submission:

Legal Business Name: \_\_\_\_\_

D/B/A: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Tax ID#: \_\_\_\_\_

Remittance: Check box if same as above

Legal Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Information:

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Attention Vendors: Visit the PWCS Purchasing Office Website at  
<http://purchasing.departments.pwcs.edu> to:**

- Register on-line, click on "Vendor Registration"
- Obtain a W-9 form and instructions



# Prince William County

**PUBLIC SCHOOLS**

*Providing A World-Class Education*

®

## CERTIFICATE OF COMPLIANCE

*Code of Virginia §22.1-296.1*

As a condition of contract award, Contractor/Vendor providing contracted services requiring direct contact with students on school property during regular school hours or school-sponsored activities/programs shall execute this document certifying that neither the Contractor nor any employee of the Contractor has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child or a barrier crime as defined and regulated under VA statutes 19.2-392.02 and 63.2-1719 through 1725 as applicable.

This certification shall be binding upon the Contractor and their employees providing services throughout the term of the contract or purchase order, including any extensions or renewals.

Contractor/Vendor acknowledges that, pursuant to the *Code of Virginia* §22.1-296.1 (A), any person making a materially false statement on this certification, shall be guilty of a Class 1 misdemeanor, and upon conviction, the fact of such conviction shall be grounds for revocation of the contract or purchase order.

_____	R-BB-19002
Company Name	Solicitation #
_____	_____
Company Address	Company Phone Number
_____	_____
Print Name of Authorized Representative	Authorized Representative Title
_____	_____
Authorized Representative Signature	Date

**NON-DISCLOSURE AGREEMENT**

**Prince William County Public Schools**

THIS AGREEMENT, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_, having its principal office at \_\_\_\_\_, hereinafter "Company" and Prince William County Public Schools (PWCS), having its principal office at Prince William County, The Commonwealth of Virginia, hereinafter "PWCS", establishes the terms and conditions under which the parties agree to exchange or disclose certain information, some of which may be confidential and proprietary and subject to the restrictions on use and disclosure that are expressed in this Agreement.

**WHEREAS**, the parties contemplate furnishing to or acquiring from each other data, services, or goods with the potential that the parties may do business together, and

**WHEREAS**, certain confidential and proprietary technical, financial, business, employee, student or other information, including but not limited to reports, plans, documents, drawings, machines, writings samples, tools, models, software, materials, and know-how may be disclosed between the parties orally or in writing.

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. Maintenance and Limited Disclosure of Confidential Information**

- A. PWCS has developed certain information, some of which it considers to be confidential and proprietary information not publicly announced or disclosed, that relates to a \_\_\_\_\_ . PWCS agrees to make a limited disclosure of this information to company solely for the purpose of providing a \_\_\_\_\_ .
- B. The parties hereby agree that all Information (written, oral or otherwise) is presumed to be confidential unless it is clearly marked otherwise.
- C. The parties hereby agree that all Confidential Information disclosed under this Agreement, unless written consent is otherwise granted by the disclosing party, shall continue to be maintained in confidence until returned or destroyed and shall be used solely in connection with the obligations undertaken in this Agreement.
- D. The parties hereby agree that the obligations imposed upon either party herein shall not apply to Confidential Information which:
  - 1. is or becomes publicly known through no wrongful act of the receiving party; or
  - 2. was in the public domain at the time it was disclosed to the receiving party; or
  - 3. was known to the receiving party at the time it was disclosed; or
  - 4. is or was rightfully received from another without any breach of this Agreement; or
  - 5. is independently developed by the receiving party; or
  - 6. is approved for release by prior written authorization of the discloser; or
  - 7. is required by operation of law to be disclosed.

The party seeking to establish such an exception has the burden of proving it with written documentation.

## **2. Security**

- A. Access to all Confidential Information shall be restricted to those employees and persons in the receiving party's immediate organization (excluding parent corporations, subsidiaries, etc.) having a need to know to perform services specifically requested by one party or the other to fulfill the purpose of this Agreement. Such employees or persons shall be notified of the proprietary nature of such Confidential Information, and the receiving party shall use the same degree of care as it employs with its own Confidential Information, but in all events shall use at least a reasonable degree of care.
- B. Reasonable care to protect the Confidential Information shall include security at receiver's facilities, limiting access to a need to know basis, employee confidentiality agreements, with no expiration date, employee identification and education as to the need for security and confidentiality, direct instruction by the supervisors of the employees receiving the information not to re-disclose the information, and all other steps necessary to meet a standard of reasonable care.

## **3. Limitation of Rights**

- A. Nothing contained in this Agreement shall be construed as granting any license of rights to any intellectual property, including, but not limited to, patents, trademarks, copyrights, mask works in semiconductor chips or other proprietary information.
- B. No furnishing of Confidential Information and no obligation hereunder shall obligate either party to enter into any further Agreement or negotiation with the other, or to refrain from entering into an agreement or negotiation with any other party which does not breach any of its obligations under this Agreement.

## **4. Termination**

All copies, regardless of the medium, evidencing any and all disclosed Confidential Information shall be promptly returned by the receiving party to the disclosing party upon written request by the disclosing party. The receiving party shall certify in writing that it has returned (or destroyed as in the case of fixation in computer storage mediums) all copies of the Information in its possession.

## **5. Continuation of Confidential Obligations**

The obligations of Paragraphs 1-4, except as otherwise provided in Paragraph 1.D, shall remain in effect and bind or inure to the benefit of the heirs, successors, assignees, and legal representatives of each party to this Agreement after expiration or termination of this Agreement.

## **6. Disputes and Arbitration**

The parties agree that any disputes or questions arising under this Agreement, including the construction and application of this Agreement, shall be settled in a court of law with proper jurisdiction being Prince William County, the Commonwealth of Virginia.

## **7. General**

- A. This Agreement constitutes the entire agreement between the parties, superseding any and all prior or contemporaneous oral or written representations, communications, understandings or agreements with regard to the subject matter hereof.
- B. Any and all modifications or amendments to the Agreement must be in writing and signed by both parties.

- C. Each party acknowledges that this Agreement is a valid and legally binding obligation that has been executed by an authorized representative.
- D. This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Virginia.
- E. A copy of this Agreement transmitted via facsimile, bearing the signature of one or both parties shall be deemed to be of the same legal force and effect as an original of the Agreement bearing such signature(s) as originally written by such one or both parties.

**8. Third Party Beneficiaries**

The data subjects (as defined in Virginia Code § 2.2-3801) about whom information is disclosed under this Agreement are intended by the parties to be third party beneficiaries of this Agreement.

**COMPANY**

**Name:** \_\_\_\_\_

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

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

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



**CONTRACT**

**CONTRACT NUMBER:**

This Contract entered into this \_\_\_\_\_ day of \_\_\_\_\_ by, VENDOR NAME AND ADDRESS hereinafter referred to as the "Contractor" and Prince William County School Board, P.O. Box 389, Manassas, VA 20108, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".

*WITNESSETH* that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1. **SCOPE OF CONTRACT:** Contractor shall provide all necessary parts, labor, tools, materials, equipment and resources as may be required for \_\_\_\_\_ in accordance with the Statement of Needs, General Terms and Conditions and Special Terms and Conditions stated herein.
2. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following:
  - 2.1. This signed Contract document.
  - 2.2. PWCS Request for Proposals (list all addendums)
  - 2.3. Contractor's proposal response dated \_\_\_\_\_.
  - 2.4. Certificate of Compliance – RFP Document Attachment E
3. **CONTRACT TERM AND RENEWAL:**
  - 3.1. The initial term of this contract shall be from the date of award to \_\_\_\_\_, 20XX, with the option to renew for four additional one-year periods, one year at a time, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.
  - 3.2. For future contract renewal periods, price increases shall not exceed the percentage increase/decrease in the Consumer Price Index, Table 1 (<http://stats.bls.gov/news.release/cpi.t0.htm>), Urban Consumers (CPI-U), U. S. City Average, All Items, Unadjusted, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract period prior to the proposed contract period.
    - 3.2.1 At the time of the contract renewal, if costs to Prince William County Schools (PWCS) are restricted by the current percentage increase/decrease of the CPI-U for the latest twelve months, any unusual circumstances that could not have been foreseen by Contractor occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, the Contractor may request adjustments to the costs to PWCS beyond the

current CPI-U cap to reflect the circumstances. *The circumstances must be beyond the control of the Contractor and fully documented.*

3.2.1.1 Documentation for pricing increases above the CPI-U cap must be provided as follows:

3.2.1.1.1 For items, documentation supporting the increased costs must be provided by the manufacturer on their letterhead.

3.2.1.1.2. For services, the Contractor must provide documentation of the circumstances causing the increased costs, including substantial proof supporting the claims made, to warrant any price increases.

3.2.1.2 After reviewing the documentation provided, the Supervisor of Purchasing, may accept the increased costs or refuse them if they are considered to be excessive.

3.2.1.2.1. If the Supervisor of Purchasing does not accept the increased costs and PWCS originally awarded multiple contracts for these items/services, PWCS reserves the right to obtain prices for the affected items/services from the other vendors who were awarded a contract and, if the prices are considered to be fair and reasonable, award the items/services to the contractor(s) with the lowest price that meets the contract requirements.

3.2.1.2.2. Alternatively, at its own discretion, PWCS may revise the contract requirements and issue a new solicitation.

4. **CONTRACT ADMINISTRATOR/PROJECT MANAGER(S):** The following PWCS employees are identified to use all powers under the contract to enforce its faithful performance:

4.1. **CONTRACT ADMINISTRATOR:** As the Contract Administrator, the following individual, or his/her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

4.2. **PROJECT MANAGER:** The following individuals shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:

5. **TIME OF PERFORMANCE:**

6. **PRICING:**

7. **PAYMENT TERMS:**



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Prince William County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

*This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.*

**IN WITNESS THEREOF**, the parties have caused this Contract to be executed by the following duly authorized officials:

**CONTRACTOR:**

**PURCHASING AGENCY:**

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

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

\_\_\_\_\_  
Type Name

Jim Totty, CPPO, C.P.M.  
\_\_\_\_\_  
Type Name

\_\_\_\_\_  
Title

Supervisor of Purchasing  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SUPPLIER QUALIFICATIONS**

**Commitments**

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) **Corporate Commitment.**

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) Economy Commitment. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) Sales Commitment. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) Supplier Sales. Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail,

online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;
- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: [uscommunities@\(name of supplier\).com](mailto:uscommunities@(name of supplier).com).

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

**U.S. COMMUNITIES ADMINISTRATION AGREEMENT INFORMATION**

The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

**The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached below) and submit with the supplier's proposal without exception or alteration. Failure to do so shall result in disqualification.**

**SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION**

Suppliers are required to meet specific qualifications for national program consideration. Please respond in the spaces provided after each qualification statement below:

- A. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?  
YES \_\_\_ NO \_\_\_
  
- B. Does your company have the ability to provide products and services to any Participating Public Agency in all 50 states?  
YES \_\_\_ \*NO \_\_\_  
(\*If no, identify the states where you do not have the ability to provide products and services to Participating Public Agencies.)
  
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?  
YES \_\_\_ \*NO \_\_\_  
(\*If no, identify the states where you have the ability to call on Participating Public Agencies.)
  
- D. Check which applies for your company sales last year in the United States:  
\_\_\_ Sales between \$0 and \$25,000,000  
\_\_\_ Sales between \$25,000,001 and \$50,000,000  
\_\_\_ Sales between \$50,000,001 and \$100,000,000  
\_\_\_ Sales greater than \$100,000,001
  
- E. Will your company assign a dedicated National Account Manager to support the resulting U.S. Communities contract?  
YES \_\_\_ NO \_\_\_
  
- F. Does your company maintain records of your Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?  
YES \_\_\_ NO \_\_\_
  
- G. Will your company commit to the following implementation schedule?  
YES \_\_\_ NO \_\_\_
  
- H. Will the U.S. Communities contract be your lead public offering to Participating Public Agencies?  
YES \_\_\_ NO \_\_\_

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Submitted by:


\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)



 <b>New Supplier Implementation Checklist</b>		Target Completion After Award
<b>1. First Conference Call</b>		<b>One Week</b>
Initial Kick Off Call to discuss expectations		
Set Contract Launch Date & Outline Kick Off Plan		
Establish initial contact people & roles/responsibilities		
Supplier Log-In Credentials established		
Set Agency Webinar Dates		
<b>2. Executed Legal Documents</b>		<b>One Week</b>
U.S. Communities Admin Agreement		
Lead Public Agency agreement signed		
<b>3. Program Contact Requirements</b>		<b>One Week</b>
Supplier contacts communicated to U.S. Communities Staff		
Dedicated email		
Dedicated toll free number		
<b>4. Second Conference Call</b>		<b>Two Weeks</b>
Establish Sales Training Webinar Dates		
Complete Supplier Set Up Form		
Complete User Account and User ID Form		
Identify Dates for Senior Management Meeting		
Review Contract Commitments		
<b>5. Marketing Kick Off Call</b>		<b>Two Weeks</b>
Overview of Marketing Requirements		
Establish Timeline for Marketing Deliverables		
Set Weekly Marketing Call		
Discuss Agency Webinar Slides & Set Timeframe for Deliverables		
<b>6. Initial NAM &amp; Staff Training Meetings</b>		<b>Three Weeks</b>
Discuss expectations, roles & responsibilities		
Introduce and review web-based tools		
Review process & expectations of Lead Referral contact with NAM & identified LRC		
<b>7. Senior Management Meeting</b>		<b>Four Weeks</b>
Implementation Process Progress Report		
U.S. Communities & Vendor Organizational Overview		
Supplier Manager to review & further discuss commitments		
<b>8. Review Top Joint Target Opportunities</b>		<b>Five Weeks</b>
Top 10 Local Contracts		
Review top U.S. Communities PPA's		
<b>9. Web Development</b>		
Initiate E-Commerce Conversation		<b>Two Weeks</b>
Product Upload to U.S. Communities site		<b>Five Weeks</b>
<b>10. Sales Training &amp; Roll Out</b>		
Program Manager briefing - Coordinate with NAM		<b>Five Weeks</b>
Initial remote WebEx training for all sales - Coordinate with NAM		<b>Three Weeks</b>
Initiate contact with Advisory Board (AB) members		<b>Six Weeks</b>
Determine PM & Local Metro teams strategy sessions		<b>Six Weeks</b>
<b>11. Marketing – see marketing deliverables checklist as reviewed with marketing contact</b>		<b>Eight Weeks</b>
<b>12. Agency Webinars</b>		<b>Post Launch</b>

## SUPPLIER INFORMATION

Please respond to the following requests for information about your company:

### National Commitments

1. Please provide a written narrative describing your understanding and acceptance of each of the Supplier Commitments (Corporate, Pricing, Economy and Sales) shown in Exhibit A- U.S. Communities Information, Supplier Qualifications.

### Company Overview

1. Provide the total number and location of sales persons employed by your company in the United States.

*Example:*

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	San Francisco	CA
10	Atlanta	GA
12	Boise	ID
6	Lexington	KY
5	New Orleans	LA
3	Philadelphia	PA
	Etc.	Etc.
<b>Total: 366</b>		

2. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.
3. Explain how your company will educate its sales force about the Master Agreement.
4. Provide the company annual sales for 2015, 2016 and 2017 in the United States; Sales reporting should be segmented into the following categories:

<b>SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2015, 2016, AND 2017</b>			
<b>Segment</b>	<b>2015 Sales</b>	<b>2016 Sales</b>	<b>2017 Sales</b>
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<i><b>Total Supplier Sales</b></i>			

5. For the **proposed products and services included in the scope of your response**, provide annual sales for 2015, 2016 and 2017 in the United States. Sales reporting should be segmented into the following categories:

<b>SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2015, 2016, AND 2017</b>			
<b>Segment</b>	<b>2015 Sales</b>	<b>2016 Sales</b>	<b>2017 Sales</b>
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<i><b>Total Supplier Sales</b></i>			

6. Provide a list of your company's ten largest public agency customers, including contact information.
7. Please list any existing regional and/or national cooperative purchasing programs. Provide the entity's name(s), contract scope, contract term (including contract options) and annual volume by year for each of the last three years.

**Order Processing and Distribution**

1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing.
2. In what formats do you accept orders (telephone, ecommerce, etc.)?
3. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.

4. Please provide a sample invoice that shows how a customer can see extra charges that are assessed to their account.
5. What system do you use to track garments as they are picked up and returned to a customer location?
6. What is your return rate (rate of successfully returning the correct garments to the correct users)?
7. Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.
8. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
9. Describe how your company proposes to distribute the products and services nationwide.
10. Provide the number, size and location of your company's distribution facilities, warehouses, support centers and retail network (if applicable).
11. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.
12. Describe your company's ecommerce capabilities:
  - a. Include details about your company's ability to create punch out sites and accept orders electronically.
  - b. Provide detail on your company's ability to integrate with a public agency's ERP/purchasing system (Oracle, SAP, Jaggaer, etc.). Please include some details about the resources you have in place to support these integrations.
13. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.
  - a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), etc.
  - b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

**Marketing and Sales**

1. Provide a detailed outline of your company's sales and marketing plan for marketing your offering to eligible agencies nationwide.

2. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?
3. Please describe your sales goals if awarded the Master Agreement, including targeted dollar volume by year:

\$ \_\_\_\_\_ .00 in year one  
 \$ \_\_\_\_\_ .00 in year two  
 \$ \_\_\_\_\_ .00 in year three

**National Staffing Plan**

1. Please identify the key personnel who will lead and support the implementation period of the contract outlined in Exhibit A- U.S. Communities Information, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.
2. Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:

<u>Role</u>	<u>Description of Role</u>	<u>Person Responsible and Title</u>	<u>Time Commitment (%)</u>
Executive Sponsor	Responsible for the corporate commitment. Works with Supplier Manager.		
National Account Manager	Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager.		
Lead Referral Manager	Responsible for distributing leads generated through the USC website.		
Marketing Lead	Responsible for all marketing efforts. Works with USC marketing regularly.		
IT Lead	Responsible for building USC landing page for supplier.		
Reporting Lead	Responsible for providing monthly reports to USC.		

3. Provide an organizational chart of your company.
4. Submit a bio for each of the below personnel:
  - a. The person your company proposes to serve as the National Accounts Manager;
  - b. Each person that will have primary responsibility for U.S. Communities account management; and
  - c. Key executive personnel that will be supporting the program.

### **Products, Services and Solutions**

1. Provide a description of how your offering meets the requirements set forth in Section 4 of the RFP. The primary objective is for each Supplier to provide its complete offering so that Participating Public Agencies may purchase a range of products and services as appropriate for their needs.
2. Please describe any training and educational programs you offer. This may include the ability to provide on-site or online training and educational seminars or technical knowledge.
3. Please provide any consulting services included in your offering. Examples include inventory solutions, emergency preparedness programs and design services.
4. For uniform rental programs, how do you ensure each employee receives their specific uniforms each time they are laundered?
5. Do you inspect rental garments for quality each time they are laundered? What is the criteria used to decide if an item needs to be repaired or replaced?
6. How does an employee know what size garment to order? Can you provide fit samples? If yes, what is the cost? How do you manage size exchanges?
7. Can you embroider uniforms? If yes, please specify cost and lead time.
8. With what frequency do you pick up uniforms for rental uniform programs? How quickly are the clean uniforms returned?
9. How do you handle lost garments? What is the replacement cost?
10. How do you dispose of old uniforms?
11. Do you allow for temporary suspension of uniform rentals if an employee is on vacation or leave?
12. What is the set up process when a new employee is added to an existing rental program? What is the process for removing an employee indefinitely?

13. Are you able to provide at no charge lockers, soiled hampers, rolling racks, and storage bins?

### **Environmental**

1. Provide a brief description of your company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.
2. Describe your company's process for defining, verifying, and labeling green/sustainable products and services in your offering. Explain how you help public agencies navigate toward the green products in your offering through website filters, keyword searches, displaying eco-logos, etc.
3. Please indicate if you have any products in your offering that have any third-party environmental certifications, such as:
  - a. Biodegradable Products Institute (e.g., compostable bags, food service ware, etc.)
  - b. Consortium for Energy Efficiency (lamps)
  - c. Cradle to Cradle (e.g., building materials, construction adhesives, paint)
  - d. Design Lights Consortium (e.g., LED lighting equipment)
  - e. ENERGY STAR (e.g., appliances, HVAC and lighting equipment)
  - f. Green Seal (e.g., cleaners, hand soap, janitorial paper products, paint)
  - g. Master Painters Institute (MPI) Green Performance Standard (paints and coatings)
  - h. NEMA Premium Efficiency (e.g., motors, ballasts)
  - i. Scientific Certification Systems (SCS) FloorScore (e.g., carpet, flooring, flooring adhesives, underlayment, etc.)
  - j. Scientific Certification Systems (SCS) Indoor Advantage (building materials, furniture, etc.)
  - k. UL GREENGUARD (adhesives, flooring, insulation, sealants, etc.);
  - l. UL EcoLogo (cleaners, deodorizers, hand soaps and sanitizers, floor polish and strippers, etc.)
  - m. USDA Biobased (lubricants, building materials, etc.)
  - n. US EPA Safer Choice (cleaners, hand soaps, deicers, floor maintenance chemicals)
  - o. WaterSense (water efficient fixtures, toilets, etc.)
4. Describe your company's recycling services. Describe any buy back or take back options offered for products sold on this contract such as batteries, mercury-containing equipment, paint, chemicals, etc. Describe your company's efforts to reduce or reuse packaging (or avoid difficult-to-recycle packaging such as polystyrene foam) and minimize the environmental footprint in the shipping process.
5. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

### **Financial Statements**

1. Submit your latest Dun & Bradstreet report.

2. Please include an audited income statement and balance sheet from the most recent reporting period.

**Additional Information**

Please use this opportunity to describe any other offerings your organization can provide that you feel will give additional value and benefit to Participating Public Agencies.



## ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT (“Agreement”) is made as of \_\_\_\_\_, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE (“U.S. Communities”) and \_\_\_\_\_ (“Supplier”).

### RECITALS

WHEREAS, \_\_\_\_\_ (“Lead Public Agency”) has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. \_\_\_\_\_, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the “Master Agreement”) for the purchase of \_\_\_\_\_ (the “Products and Services”);

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a “Public Agency” and collectively, “Public Agencies”) may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a “Participating Public Agency”;

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves in an administrative capacity for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, “U.S. Communities Government Purchasing Alliance” is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

### ARTICLE I

#### GENERAL TERMS AND CONDITIONS

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law or ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement.

## ARTICLE II

### TERM OF AGREEMENT

2.1 This Agreement is effective as of \_\_\_\_\_ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

## ARTICLE III

### REPRESENTATIONS AND COVENANTS

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of

Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), and the Association of School Business Officials (ASBO) (collectively, the “Founding Co-Sponsors”) and individual national, regional and state-level sponsors. In addition, the U.S. Communities staff shall make best efforts to enhance Supplier’s marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and other marketing activity such as advertising, articles and promotional campaigns.

(b) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier’s sales force as provided herein. Through its staff (each, a “Program Manager” and collectively, the “Program Managers”), U.S. Communities shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities’ private intranet website which provides presentations, documents and information to assist Supplier’s sales force in effectively promoting the Master Agreement.

3.3 Supplier’s Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as “Supplier’s Commitments” and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) Corporate Commitment.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier’s primary contractual offering of Products and Services to Public Agencies. All of Supplier’s direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier’s primary offering and not just one of Supplier’s contract options.

(ii) Supplier’s sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier’s senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier’s Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier’s staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier’s U.S. Communities program and linked to U.S. Communities’ website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) **Deviating Buying Patterns.** Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s)

causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) Economy Commitment. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) Sales Commitment. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) Supplier Sales. Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this

Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;
- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

## ARTICLE IV

### PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for

the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

## ARTICLE V

### FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to [reporting@uscommunities.org](mailto:reporting@uscommunities.org). If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit.

5.4 Online Reporting. Within forty-five (45) days of the end of each calendar month, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the U.S. Communities intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement.



5.5 Usage Reporting. Within thirty (30) days of the end of each contract year, Supplier shall deliver to U.S. Communities an electronic usage report of all sales under the Master Agreement, including:

- (i) Supplier's Product Number
- (ii) Product Description
- (iii) Manufacturer Name
- (iv) Manufacturer Number
- (v) Unit of Measure
- (vi) U.S. Communities Price
- (vii) Number of times ordered
- (viii) Units sold
- (ix) Sales by Manufacturer

5.6 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

## ARTICLE VI

### MISCELLANEOUS

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

6.3 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities:                      U.S. Communities  
9711 Washingtonian Blvd. Suite 100

Gaithersburg, MD 20878-7381  
Attn: Program Manager Administration

Supplier:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: U.S. Communities Program Manager

6.4 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.5 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.7 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.8 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall

not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.9 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

*[Remainder of Page Intentionally Left Blank – Signatures Follow]*

IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By \_\_\_\_\_

Name: Kevin Juhring

Title: President

Supplier:

\_\_\_\_\_

By \_\_\_\_\_

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

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

EXHIBIT A  
MASTER AGREEMENT

(To Be Attached)

**EXHIBIT B**

**SALES REPORT FORMAT**

**Appendix B - US (Data Format)**

Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	178	69518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1525.50
956000222	178	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2015	3	1	1603.64
956000735	178	69496481	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1625.05
956000735	178	69374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	45090.79
066002010	178	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A ST	GROTON	CT	06340	20	2015	3	1	318.00
066001854	178	328NA0001051	GROTON CITY OF	Administration	123 A ST	GROTON	CT	06340	20	2015	3	1	212.00

SALES REPORT DATA FORMAT					
Column Name	Required	Data Type	Length	Example	Comment
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below
Account No.	Yes	Text	25 max		Depends on supplier account no.
Agency Name	Yes	Text	255 max	Los Angeles County	
Dept Name	Optional	Text	255 max	Purchasing Dept	
Address	Yes	Text	255 max		
City	Yes	Text	255 max	Los Angeles	Must be a valid City name
State	Yes	Text	2	CA	
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code
Agency Type	Yes	Number	2	30	See Agency Type Table Below
Year	Yes	Number	4	2010	
Qtr	Yes	Number	1	4	
Month	Yes	Number	2	12	
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas

Agency Type Table	
Agency Type ID	Agency Type Description
10	K-12
11	Community College
12	College and University
20	City
21	City Special District
22	Consolidated City/County
30	County
31	County Special District
40	Federal
41	Crown Corporations
50	Housing Authority
80	State Agency
81	Independent Special District
82	Non-Profit
84	Other

## **MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, “Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

### **RECITALS**

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies’ procurement of Products and Services.
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any manner for any action or inaction or decisions taken by a Participating Public Agency. The Participating Public Agency shall, to the extent permitted by applicable law, hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.



## STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

**All 50 states in the United States of America:**

Alabama	Kentucky	North Carolina
Alaska	Louisiana	North Dakota
Arizona	Maine	Ohio
Arkansas	Maryland	Oklahoma
California	Massachusetts	Oregon
Colorado	Michigan	Pennsylvania
Connecticut	Minnesota	Rhode Island
Delaware	Mississippi	South Carolina
Florida	Missouri	South Dakota
Georgia	Montana	Tennessee
Hawaii	Nebraska	Texas
Idaho	Nevada	Utah
Illinois	New Hampshire	Vermont
Indiana	New Jersey	Virginia
Iowa	New Mexico	Washington
Kansas	New York	West Virginia
		Wisconsin
		Wyoming

Agency Name	State		
		Islands Hospice Inc	HI
Malama Honua Public Charter School	HI	St. Theresa School	HI
ST JOHN THE BAPTIST	HI	Hawaii Peace and Justice	HI
Waimanalo Elementary and Intermediate School	HI	Kauai Youth Basketball Association	HI
Kailua High School	HI	NA HALE O MAUI	HI
PACIFIC BUDDHIST ACADEMY	HI	LEEWARD HABITAT FOR HUMANITY	HI
HAWAII TECHNOLOGY ACADEMY	HI	WAIANAE COMMUNITY OUTREACH	HI
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	HI	NA LEI ALOHA FOUNDATION	HI
MARYKNOLL SCHOOL	HI	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA	HI
ISLAND SCHOOL	HI	BUILDING INDUSTRY ASSOCIATION OF HAWAII	HI
STATE OF HAWAII, DEPT. OF EDUCATION	HI	UNIVERSITY OF HAWAII FEDERAL CREDIT UNION	HI
KE KULA O S. M. KAMAKAU	HI	LANAKILA REHABILITATION CENTER	
KAMEHAMEHA SCHOOLS	HI	INC.	HI
HANAHAU'OLI SCHOOL	HI	POLYNESIAN CULTURAL CENTER	HI
KIHEI CHARTER SCHOOL	HI	CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST	HI
EMMANUAL LUTHERAN SCHOOL	HI	BISHOP MUSEUM	HI
KONA PACIFIC PUBLIC CHARTER SCHOOL	HI	ALOHOLIC REHABILITATION SVS OF HI	
School Lunch Program	HI	INC DBA HINA MAUKA	HI
Ewa Makai Middle School	HI	ASSOSIATION OF OWNERS OF KUKUI PLAZA	HI
Variety School of Hawaii	HI		
Our Savior Lutheran School	HI	MAUI ECONOMIC DEVELOPMENT BOARD	HI
Maui Police Department	HI	NETWORK ENTERPRISES, INC.	HI
BOARD OF WATER SUPPLY	HI	HONOLULU HABITAT FOR HUMANITY	HI
MAUI COUNTY COUNCIL	HI	ALOHACARE	HI
Kauai County Council	HI	ORI ANUENUE HALE, INC.	HI
Honolulu Fire Department	HI	IUPAT, DISTRICT COUNCIL 50	HI
COUNTY OF MAUI	HI		
DEPARTMENT OF EDUCATION	HI	GOODWILL INDUSTRIES OF HAWAII, INC.	HI
Lanai Community Health Center	HI	HAROLD K.L. CASTLE FOUNDATION	HI
Maui High Band Booster Club	HI	MAUI ECONOMIC OPPORTUNITY, INC.	HI
Big Brothers Big Sisters	HI	EAH, INC.	HI
Tri-Isle Resource Conservation and Development District	HI	PARTNERS IN DEVELOPMENT FOUNDATION	HI
Manoa Heritage Center	HI		
Olanur	HI	HABITAT FOR HUMANITY MAUI	HI
Kumulani Chapel	HI	W. M. KECK OBSERVATORY	HI
Chamber of Commerce Hawaii	HI	HAWAII EMPLOYERS COUNCIL	HI
Naalehu Assembly of God	HI	HAWAII STATE FCU	HI
outrigger canoe club	HI	MAUI COUNTY FCU	HI
One Kalakaua	HI	PUNAHOU SCHOOL	HI
Native Hawaiian Hospitality Association	HI	YMCA OF HONOLULU	HI
		EASTER SEALS HAWAII	HI

AMERICAN LUNG ASSOCIATION	HI	RESEARCH CORPORATION OF THE	
Pohaha I Ka Lani	HI	UNIVERSITY OF HAWAII	HI
Hawaii Area Committee	HI	BRIGHAM YOUNG UNIVERSITY -	
Tri-Isle RC&D	HI	HAWAII	HI
Lanai Federal Credit Union	HI	Kauai Community College	HI
Hawaii Bicycling League	HI	University Clinical Research and	
Aloha United Way	HI	Association	HI
Kipuka o Ke Ola	HI	Hawaii Medical College	HI
READ TO ME INTERNATIONAL		CHAMINADE UNIVERSITY OF	
FOUNDATION	HI	HONOLULU	HI
MAUI FAMILY YMCA	HI	ROMAN CATHOLIC CHURCH IN THE	
WAILUKU FEDERAL CREDIT UNION	HI	STATE OF HAWAII	HI
ST. THERESA CHURCH	HI	Hawaii Information Consortium	HI
HALE MAHAOLU	HI	Leeward Community Church	HI
West Maui Community Federal Credit		E Malama In Keiki O Lanai	HI
Union	HI	Keawala'i Congregational Church	HI
Hawaii Island Humane Society	HI	Lanai Community Hospital	HI
Western Pacific Fisheries Council	HI	Angels at Play Preschool &	
Kama'aina Care Inc	HI	Kindergarten	HI
International Archaeological Research		Queen Emma Gardens AOA	HI
Institute, Inc.	HI	FAMILY SUPPORT SERVICES OF WEST	
Community Empowerment Resources	HI	HAWAII	HI
Tutu and Me Traveling Preschool	HI	Tetrahedron Sourcing	HI
First United Methodist Church	HI	Honolulu Community College	HI
United Chinese Society	HI	COLLEGE OF THE MARSHALL ISLANDS	HI
Haggai Institue	HI	DOT Airports Division Hilo	
St. Francis Healthcare System	HI	International Airport	HI
AOAO Royal Capitol Plaza	HI	Judiciary - State of Hawaii	HI
Kumpang Lanai	HI	ADMIN. SERVICES OFFICE	HI
Child and Family Service	HI	SOH- JUDICIARY CONTRACTS AND	
MARINE SURF WAIKIKI, INC.	HI	PURCH	HI
Hawaii Health Connector	HI	STATE DEPARTMENT OF DEFENSE	HI
Hawaii Carpenters Market Recovery		HAWAII CHILD SUPPORT	
Program Fund	HI	ENFORCEMENT AGENCY	HI
Maui Aids Foundation Inc	HI	HAWAII HEALTH SYSTEMS	
Pukalani Baptist Church	HI	CORPORATION	HI
Puu Heleakala Community Association	HI	HAWAII AGRICULTURE RESEARCH	
Saint Louis School	HI	CENTER	HI
Kailua Racquet Club, Ltd.	HI	STATE OF HAWAII	HI
Homewise Inc.	HI	Third Judicial Circuit - State of Hawaii	HI
Hawaii Baptist Academy	HI	State of Hawaii Department of	
Kroc Center Hawaii	HI	Transportation	HI
Kupu	HI	Office of the Governor	HI
University of the Nations	HI	State of Hawaii-Department of Health-	
ARGOSY UNIVERSITY	HI	Disability & Communication Access	HI
HAWAII PACIFIC UNIVERSITY	HI	State of Hawaii Department of Human	
UNIVERSITY OF HAWAII AT MANOA	HI	Services	HI

CITY AND COUNTY OF HONOLULU	HI	Hawi	HI
Lanai Youth Center	HI	Hickam AFB	HI
Silver Dolphin Bistro	HI	Hilo	HI
Commander, Navy Region Hawaii	HI	Holualoa	HI
US Navy	HI	Honaunau	HI
Defense Information System Agency	HI	Honokaa	HI
84th Engineer Battalion	HI	Honolulu	HI
Department of Veterans Affairs	HI	Honomu	HI
Third Judicial Circuit - State of Hawaii	HI	Hoolehua	HI
State of Hawaii Department of		Kaaawa	HI
Transportation	HI	Kahuku	HI
Office of the Governor	HI	Kahului	HI
State of Hawaii-Department of Health-		Kailua	HI
Disability & Communication Access	HI	Kailua Kona	HI
State of Hawaii Department of Human		Kalaheo	HI
Services	HI	Kalaupapa	HI
CITY AND COUNTY OF HONOLULU	HI	Kamuela	HI
Lanai Youth Center	HI	Kaneohe	HI
Silver Dolphin Bistro	HI	Kapaa	HI
Commander, Navy Region Hawaii	HI	Kapaau	HI
US Navy	HI	Kapolei	HI
Defense Information System Agency	HI	Kaumakani	HI
84th Engineer Battalion	HI	Kaunakakai	HI
Department of Veterans Affairs	HI	Kawela Bay	HI
Hawaii County	HI	Keaau	HI
Honolulu County	HI	Kealakekua	HI
Kauai County	HI	Kealia	HI
Maui County	HI	Keauhou	HI
Kalawao County	HI	Kekaha	HI
Aiea	HI	Kihei	HI
Anahola	HI	Kilauea	HI
Barbers Point N A S	HI	Koloa	HI
Camp H M Smith	HI	Kualapuu	HI
Captain Cook	HI	Kula	HI
Eleele	HI	Kunia	HI
Ewa Beach	HI	Kurtistown	HI
Fort Shafter	HI	Lahaina	HI
Haiku	HI	Laie	HI
Hakalau	HI	Lanai City	HI
Haleiwa	HI	Laupahoehoe	HI
Hana	HI	Lawai	HI
Hanalei	HI	Lihue	HI
Hanamaulu	HI	M C B H Kaneohe Bay	HI
Hanapepe	HI	Makawao	HI
Hauula	HI	Makaweli	HI
Hawaii National Park	HI	Maunaloa	HI
Hawaiian Ocean View	HI	Mililani	HI

Mountain View	HI	Windward Community College	HI
Naalehu	HI	Canby School District No 86	OR
Ninole	HI	Central School District 13J (Polk County, Oregon)	OR
Ocean View	HI	Milton-Freewater Unified School District No 7	OR
Ookala	HI	Scappoose Adventist School	OR
Paauhau	HI	COLUMBIA CHRISTIAN SCHOOL	OR
Paauiilo	HI	Ontario School District 8C	OR
Pahala	HI	Trillium Charter School	OR
Pahoa	HI	Echo School District	OR
Paia	HI	Warrenton Hammond School	OR
Papaaloa	HI	Phoenix-Talent Schools	OR
Papaikou	HI	Immanuel Lutheran School	OR
Pearl City	HI	The Emerson School	OR
Pearl Harbor	HI	Columbia Academy	OR
Pepeekeo	HI	VALLEY CATHOLIC SCHL	OR
Princeville	HI	CROOK COUNTY SCHOOL DISTRICT	OR
Pukalani	HI	CORBETT SCHL DIST #39	OR
Puunene	HI	Trinity Lutheran Church and School	OR
Schofield Barracks	HI	Bethel School District #52	OR
Tripler Army Medical Center	HI	OREGON CITY PUBLIC SCHL	OR
Volvano	HI	Ppmc Education Committee	OR
Wahiawa	HI	Stayton Christian School	OR
Waialua	HI	South Columbia Family School	OR
Waianae	HI	Sunrise Preschool	OR
Waikoloa	HI	St. Therese Parish/School	OR
Wailuku	HI	PINE-EAGLE SCHOOL DISTRICT 061	OR
Waimanalo	HI	Portland YouthBuilders	OR
Waimea	HI	Wallowa County ESD	OR
Waipahu	HI	Fern Ridge School District 28J	OR
Wake Island	HI	Knova Learning	OR
Wheeler Army Airfield	HI	Jackson County School District No. 5	OR
Brigham Young University - Hawaii	HI	New Horizon Christian School	OR
Chaminade University of Honolulu	HI	MOLALLA RIVER ACADEMY	OR
Hawaii Business College	HI	HIGH DESERT EDUCATION SERVICE DISTRICT	OR
Hawaii Pacific University	HI	St. Luke Catholic School	OR
Hawaii Technology Institute	HI	SOUTHWEST CHARTER SCHOOL	OR
Heald College - Honolulu	HI	WHITEAKER MONTESSORI SCHOOL	OR
Remington College - Honolulu Campus	HI	CASCADES ACADEMY OF CENTRAL OREGON	OR
University of Phoenix - Hawaii Campus	HI	NEAH-KAH-NIE DISTRICT NO.56	OR
Hawaii Community College	HI	INTER MOUNTAIN ESD	OR
Honolulu Community College	HI	STANFIELD SCHOOL DISTRICT	OR
Kapiolani Community College	HI	LA GRANDE SCHOOL DISTRICT	OR
Kauai Community College	HI	CASCADE SCHOOL DISTRICT	OR
Leeward Community College	HI		
Maui Community College	HI		
University of Hawaii at Hilo	HI		
University of Hawaii at Manoa	HI		

DUFUR SCHOOL DISTRICT NO.29	OR	HEAD START OF LANE COUNTY	OR
hillsboro school district	OR	HARNEY COUNTY SCHOOL DIST. NO.3	OR
GASTON SCHOOL DISTRICT 511J	OR	NESTUCCA VALLEY SCHOOL DISTRICT	
BEAVERTON SCHOOL DISTRICT	OR	NO.101	OR
COUNTY OF YAMHILL SCHOOL		ARCHBISHOP FRANCIS NORBERT	
DISTRICT 29	OR	BLANCHET SCHOOL	OR
WILLAMINA SCHOOL DISTRICT	OR	LEBANON COMMUNITY SCHOOLS	
MCMINNVILLE SCHOOL DISTRICT		NO.9	OR
NO.40	OR	MT.SCOTT LEARNING CENTERS	OR
Sheridan School District 48J	OR	SEVEN PEAKS SCHOOL	OR
THE CATLIN GABEL SCHOOL	OR	DE LA SALLE N CATHOLIC HS	OR
NORTH WASCO CTY SCHOOL DISTRICT		MULTISENSORY LEARNING ACADEMY	OR
21 - CHENOWITH	OR	MITCH CHARTER SCHOOL	OR
CENTRAL CATHOLIC HIGH SCHOOL	OR	REALMS CHARTER SCHOOL	OR
CANYONVILLE CHRISTIAN ACADEMY	OR	BAKER SCHOOL DISTRICT 5-J	OR
OUR LADY OF THE LAKE SCHOOL	OR	PHILOMATH SCHOOL DISTRICT	OR
NYSSA SCHOOL DISTRICT NO. 26	OR	CLACKAMAS EDUCATION SERVICE	
ARLINGTON SCHOOL DISTRICT NO. 3	OR	DISTRICT	OR
LIVINGSTONE ADVENTIST ACADEMY	OR	CANBY SCHOOL DISTRICT	OR
Santiam Canyon SD 129J	OR	OREGON TRAIL SCHOOL DISTRICT	
WEST HILLS COMMUNITY CHURCH	OR	NO.46	OR
BANKS SCHOOL DISTRICT	OR	WEST LINN WILSONVILLE SCHOOL	
WILLAMETTE EDUCATION SERVICE		DISTRICT	OR
DISTRICT	OR	MOLALLA RIVER SCHOOL DISTRICT	
BAKER COUNTY SCHOOL DIST. 16J -		NO.35	OR
MALHEUR ESD	OR	ESTACADA SCHOOL DISTRICT NO.108	OR
HARNEY EDUCATION SERVICE DISTRICT	OR	GLADSTONE SCHOOL DISTRICT	OR
GREATER ALBANY PUBLIC SCHOOL		ASTORIA SCHOOL DISTRICT 1C	OR
DISTRICT	OR	SEASIDE SCHOOL DISTRICT 10	OR
LAKE OSWEGO SCHOOL DISTRICT 7J	OR	NORTHWEST REGIONAL EDUCATION	
SOUTHERN OREGON EDUCATION		SERVICE DISTRICT	OR
SERVICE DISTRICT	OR	VERNONIA SCHOOL DISTRICT 47J	OR
SILVER FALLS SCHOOL DISTRICT	OR	SOUTH COAST EDUCATION SERVICE	
St Helens School District	OR	DISTRICT	OR
DAYTON SCHOOL DISTRICT NO.8	OR	COOS BAY SCHOOL DISTRICT NO.9	OR
Amity School District 4-J	OR	COOS BAY SCHOOL DISTRICT	OR
SCAPPOOSE SCHOOL DISTRICT 1J	OR	NORTH BEND SCHOOL DISTRICT 13	OR
REEDSPORT SCHOOL DISTRICT	OR	COQUILLE SCHOOL DISTRICT 8	OR
FOREST GROVE SCHOOL DISTRICT	OR	MYRTLE POINT SCHOOL DISTRICT	
DAVID DOUGLAS SCHOOL DISTRICT	OR	NO.41	OR
LOWELL SCHOOL DISTRICT NO.71	OR	BANDON SCHOOL DISTRICT	OR
TIGARD-TUALATIN SCHOOL DISTRICT	OR	BROOKING HARBOR SCHOOL DISTRICT	
SHERWOOD SCHOOL DISTRICT 88J	OR	NO.17-C	OR
RAINIER SCHOOL DISTRICT	OR	REDMOND SCHOOL DISTRICT	OR
NORTH CLACKAMAS SCHOOL DISTRICT	OR	DESCHUTES COUNTY SD NO.6 -	
MONROE SCHOOL DISTRICT NO.1J	OR	SISTERS SD	OR
CHILDPEACE MONTESSORI	OR	DOUGLAS EDUCATION SERVICE	
		DISTRICT	OR

ROSEBURG PUBLIC SCHOOLS	OR	CROSSROADS CHRISTIAN SCHOOL	OR
GLIDE SCHOOL DISTRICT NO.12	OR	ST. ANTHONY SCHOOL	OR
SOUTH UMPQUA SCHOOL DISTRICT #19	OR	Pedee School	OR
YONCALLA SCHOOL DISTRICT NO.32	OR	HERITAGE CHRISTIAN SCHOOL	OR
ELKTON SCHOOL DISTRICT NO.34	OR	BEND-LA PINE SCHOOL DISTRICT	OR
DOUGLAS COUNTY SCHOOL DISTRICT 116	OR	GLENDALE SCHOOL DISTRICT	OR
HOOD RIVER COUNTY SCHOOL DISTRICT	OR	LINCOLN COUNTY SCHOOL DISTRICT	OR
PHOENIX-TALENT SCHOOL DISTRICT NO.4	OR	PORTLAND PUBLIC SCHOOLS	OR
CENTRAL POINT SCHOOL DISTRICT NO. 6	OR	REYNOLDS SCHOOL DISTRICT	OR
JACKSON CO SCHOOL DIST NO.9	OR	CENTENNIAL SCHOOL DISTRICT	OR
ROGUE RIVER SCHOOL DISTRICT NO.35	OR	NOBEL LEARNING COMMUNITIES	OR
MEDFORD SCHOOL DISTRICT 549C	OR	St. Stephen's Academy	OR
CULVER SCHOOL DISTRICT NO.	OR	McMinnville Adventist Christian School	OR
JEFFERSON COUNTY SCHOOL DISTRICT 509-J	OR	MARCOLA SCHL DIST	OR
GRANTS PASS SCHOOL DISTRICT 7	OR	Salem-Keizer 24J	OR
LOST RIVER JR/SR HIGH SCHOOL	OR	McKay High School	OR
KLAMATH FALLS CITY SCHOOLS	OR	Pine Eagle Charter School	OR
LANE COUNTY SCHOOL DISTRICT 4J	OR	Bend-La Pine Schools	OR
SPRINGFIELD SCHOOL DISTRICT NO.19	OR	Waldo Middle School	OR
CRESWELL SCHOOL DISTRICT	OR	OAKLAND SCHOOL DISTRICT 001	OR
SOUTH LANE SCHOOL DISTRICT 45J3	OR	hermiston school district	OR
LANE COUNTY SCHOOL DISTRICT 69	OR	Clear Creek Middle School	OR
SIUSLAW SCHOOL DISTRICT	OR	Marist High School	OR
SWEET HOME SCHOOL DISTRICT NO.55	OR	Victory Academy	OR
LINN CO. SCHOOL DIST. 95C - SCIO SD	OR	Vale School District No. 84	OR
ONTARIO MIDDLE SCHOOL	OR	St. Mary School	OR
GERVAIS SCHOOL DIST. #1	OR	Junction City High School	OR
NORTH SANTIAM SCHOOL DISTRICT 29J	OR	Three Rivers School District	OR
JEFFERSON SCHOOL DISTRICT	OR	Fern Ridge School District	OR
SALEM-KEIZER PUBLIC SCHOOLS	OR	JESUIT HIGH SCHL EXEC OFC	OR
MT. ANGEL SCHOOL DISTRICT NO.91	OR	LASALLE HIGH SCHOOL	OR
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES	OR	Southwest Christian School	OR
MORROW COUNTY SCHOOL DISTRICT	OR	Willamette Christian School	OR
MULTNOMAH EDUCATION SERVICE DISTRICT	OR	Westside Christian High School	OR
GRESHAM-BARLOW SCHOOL DISTRICT	OR	CS LEWIS ACADEMY	OR
DALLAS SCHOOL DISTRICT NO. 2	OR	Portland America School	OR
CENTRAL SCHOOL DISTRICT 13J	OR	Forest Hills Lutheran School	OR
St. Mary Catholic School	OR	Mosier Community School	OR
		Koreducators Lep High	OR
		Warrenton Hammond School District	OR
		Sutherlin School District	OR
		Malheur Elementary School District	OR
		Ontario School District	OR
		Parkrose School District 3	OR
		Riverdale School District 51J	OR
		Tillamook School District	OR
		Madeleine School	OR

Union School District	OR	MCKENZIE SCHOOL DISTRICT 068	OR
Helix School District	OR	L'Etoile French Immersion School	OR
Riddle School District	OR	LA GRANDE SCHOOL DISTRICT 001	OR
Helix School Dist #1 R	OR	FOSSIL SCHOOL DISTRICT 21J	OR
Prospect School District	OR	Marist Catholic High School	OR
Ashbrook Independent School	OR	Springfield Public Schools	OR
Molalla River School District	OR	Elgin school dist.	OR
Corvallis School District 509J	OR	French American International School	OR
Falls City School District #57	OR	PLEASANT HILL SCH DIST #1	OR
Portland Christian Schools	OR	Ukiah School District 80R	OR
LUCKIAMUTE VALLEY CHARTER SCHOOLS	OR	Lake Oswego Montessori School	OR
Insight School of Oregon Painted Hills	OR	North Powder Charter School	OR
Deer Creek Elementary School	OR	Siletz Valley School	OR
Yamhill Carlton School District	OR	WINSTON-DILLARD SCHOOL DISTRICT 116	OR
COLTON SCHL DIST 53	OR	ALLIANCE CHARTER ACADEMY	OR
ASHLAND PUBLIC SCHLS	OR	French American School	OR
HARRISBURG SCHL DIST	OR	Mastery Learning Institute	OR
CENTRAL CURRY SCHL DIST#1	OR	North Lake School District 14	OR
BNAI BRITH CAMP	OR	Early College High School	OR
OREGON FOOD BANK	OR	Klamath County Fire District No. 1	OR
HOSANNA CHRISTIAN SCHL	OR	Washington County Consolidated Communications Agency	OR
ABIQUA SCHL	OR	GILLIAM COUNTY OREGON	OR
Auxiliary services	OR	UMATILLA COUNTY, OREGON	OR
Salem keizar school district	OR	LANE ELECTRIC COOPERATIVE	OR
Scio High School	OR	DOUGLAS ELECTRIC COOPERATIVE, INC.	OR
Athena Weston School District 29RJ	OR	MULTNOMAH LAW LIBRARY	OR
NW REGIONAL ESD-HILLSBORO	OR	clackamas county	OR
Butte Falls School District	OR	CLATSOP COUNTY	OR
Bend International School	OR	COLUMBIA COUNTY, OREGON	OR
Imbler School District #11	OR	coos county	OR
monument school	OR	CROOK COUNTY ROAD DEPARTMENT	OR
PENDLETON SCHOOL DISTRICT #16R	OR	CURRY COUNTY OREGON	OR
Ohara Catholic School	OR	DESCHUTES COUNTY	OR
MARCOLA SCHOOL DISTRICT 079J	OR	GILLIAM COUNTY	OR
LINN-BENTON-LINCOLN ESD	OR	GRANT COUNTY, OREGON	OR
Reynolds High School	OR	HARNEY COUNTY SHERIFFS OFFICE	OR
St. Paul School District	OR	HOOD RIVER COUNTY	OR
Sabin-Schellenberg Technical Center	OR	jackson county	OR
St Paul Parish School	OR	josephine county	OR
Joseph School District	OR	klamath county	OR
EagleRidge High School	OR	LANE COUNTY	OR
Grant Community School	OR	LINN COUNTY	OR
Oak Hill School	OR	MARION COUNTY , SALEM, OREGON	OR
Hope chinese charter	OR	MULTNOMAH COUNTY	OR
Northwest Academy	OR		
Sunny Wolf Charter School	OR		



SHERMAN COUNTY	OR	MSB	OR
WASCO COUNTY	OR	Church of Christ	OR
YAMHILL COUNTY	OR	GWPMS	OR
WALLOWA COUNTY	OR	Operation Christmas	OR
ASSOCIATION OF OREGON COUNTIES	OR	Dove Medical	OR
NAMI LANE COUNTY	OR	Literary Expectations dba Moore	
BENTON COUNTY	OR	Academy	OR
DOUGLAS COUNTY	OR	Love Thy Neighbor services	OR
JEFFERSON COUNTY	OR	Tamarack Aquatic Center	OR
LAKE COUNTY	OR	Seven Feathers Casino	OR
LINCOLN COUNTY	OR	Direction Service, Inc.	OR
POLK COUNTY	OR	Oliver P Lent PTA	OR
UNION COUNTY	OR	Kairos	OR
WASHINGTON COUNTY	OR	Willamette Valley Rehab Center	OR
MORROW COUNTY	OR	St Paul Baptist Church	OR
Mckenzie Personnel Services	OR	Long Tom Watershed Council	OR
Washington County Facilities & Park Services	OR	San Martin Deporres Catholic Church	OR
Multnomah County Department of Community Justice	OR	Portland Parks Foundation	OR
NORCOR Juvenile Detention	OR	Sweet Home United Methodist Church	OR
Tillamook County Estuary	OR	Math Learning Center, The	OR
Job Council	OR	Maranatha Church	OR
BAKER CNTY GOVT	OR	Cedar Hills Baptist Church	OR
TILLAMOOK CNTY	OR	Good Samaritan Ministries	OR
CLACKAMS COUNTY COMMUNITY CORRECTIONS	OR	New Hope Christain College	OR
Multnomah County Dept of County Assets	OR	Unitarian Universalist Church in Eugene	OR
Wheeler County	OR	Emmanuel Bible Church	OR
Clackamas County Service District # 1/Tri-City Service District	OR	Portland Community Media	OR
Resource Connections of Oregon	OR	La Pine Chamber of Commerce	OR
Lane County Sheriff's Office	OR	Stone Creek Christian Church	OR
Clatsop County Sheriff's Office	OR	Rogue Valley Youth Football	OR
Harney County Community Corrections	OR	Bend Elks Lodge 1371	OR
Grant County Economic Development	OR	Friendly House, Inc.	OR
Baker County	OR	Klamath Siskiyou Wildlands Center	OR
Josephine County Public Works	OR	Grace Christian Fellowship	OR
Clackamas County Juvenile Dept	OR	Reliance eHealth Collaborative	OR
Columbia Basin Care Facility	OR	Wild Rogue Youth Foundation, Inc.	OR
Clackamas County Disaster Management	OR	Grants Pass Seventh-day Adventist Church	OR
City of Seaside Police Department	OR	Corvallis Waldorf School	OR
Best Care Treatment Center	OR	Farmworkers Housing Development Corporation	OR
Boys & Girls Clubs of Emerald Valley	OR	World Forestry Center	OR
		Adapt	OR
		Kid Time	OR
		Oregon Farm Bureau	OR
		Mt Emily Safe Center	OR

Salem First Presbyterian Church	OR	Real Life Christian Church	OR
Rolling Hills Baptist Church	OR	Milwaukie-Portland Lodge No.142	
Baker Elks	OR	Benevolent and Protective Order of Elk	OR
Gates Community Church of Christ	OR	Mainstage Theatre Company	OR
PIP Corps LLC	OR	Dayton Christian Church	OR
Turtle Ridge Wildlife Center	OR	Delphian School	OR
Grande Ronde Model Watershed		AVON	OR
Foundation	OR	EPUD-Emerald People's Utility District	OR
Western Environmental Law Center	OR	Human Solutions, Inc.	OR
Oregon District 7 Little League	OR	The Wallace Medical Concern	OR
Mercy Flights, Inc.	OR	Boys & Girls Club of Salem, Marion & Polk Counties	OR
Metropolitan Contractor Improvement Partnership	OR	The Ross Ragland Theater and Cultural Center	OR
The Christian Church of Hillsboro Oregon	OR	Girl Scouts of Oregon and SW Washington, Inc.	OR
Congregation Neveh Shalom	OR	Cedar Sinai Park-Robison Jewish Healthcare	OR
My Fathers House	OR	Cascade Health Solutions	OR
Step Forward Activities Inc	OR	Umpqua Community Health Center	OR
HHoly Trinity Greek Orthodox Cathedral	OR	ALZHEIMERS NETWORK OF OREGON	OR
MECOP Inc.	OR	NATIONAL WILD TURKEY FEDERATION	OR
Workforce Northwest Inc	OR	TILLAMOOK ESTUARIES PARTNERSHIP	OR
Lane Arts Council	OR	LIFEWORKS NW	OR
Building Healthy Family	OR	Independent Development Enterprise Alliance	OR
Integral Youth Services	OR	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	OR
Children Center At Trinity	OR	HALFWAY HOUSE SERVICES, INC.	OR
OUR SAVIOR'S LUTHERAN CHURCH	OR	REDMOND PROFICIENCY ACADEMY	OR
Beaverton Christians Church	OR	OHSU FOUNDATION	OR
Oregon Humanities	OR	SHELTERCARE	OR
St. Pius X School	OR	PRINGLE CREEK SUSTAINABLE LIVING CENTER	OR
Community Connection of Northeast Oregon, Inc.	OR	PACIFIC INSTITUTES FOR RESEARCH	OR
St Mark Presbyterian Church	OR	Mental Health for Children, Inc.	OR
Living Opportunities, Inc.	OR	The Dreaming Zebra Foundation	OR
Coos Art Museum	OR	LAUREL HILL CENTER	OR
OETC	OR	THE OREGON COMMUNITY FOUNDATION	OR
Blanchet House of Hospitality	OR	OCHIN	OR
Garten Services Inc	OR	WE CARE OREGON	OR
Incite Incorporated	OR	SE WORKS	OR
Merchants Exchange of Portland, Oregon	OR	ENTERPRISE FOR EMPLOYMENT AND EDUCATION	OR
Coalition for a Livable Future	OR	OMNIMEDIX INSTITUTE	OR
West Salem United Methodist	OR	PORTLAND BUSINESS ALLIANCE	OR
Rogue River Watershed Council	OR		
Central Oregon Visitors Association	OR		
Soroptimist International of Gold Beach, OR	OR		

GATEWAY TO COLLEGE NATIONAL NETWORK	OR	SAINT JAMES CATHOLIC CHURCH	OR
FOUNDATIONS FOR A BETTER OREGON	OR	SOUTHERN OREGON HUMANE SOCIETY	OR
GOAL ONE COALITION	OR	VOLUNTEERS OF AMERICA OREGON	OR
ATHENA LIBRARY FRIENDS ASSOCIATION	OR	CENTRAL DOUGLAS COUNTY FAMILY YMCA	OR
Coastal Family Health Center	OR	METROPOLITAN FAMILY SERVICE	OR
CENTER FOR COMMUNITY CHANGE	OR	OREGON MUSUEM OF SCIENCE AND INDUSTRY	OR
STAND FOR CHILDREN	OR	FIRST UNITARIAN CHURCH	OR
ST. VINCENT DEPAUL OF LANE COUNTY	OR	ST. ANTHONY CHURCH	OR
EAST SIDE FOURSQUARE CHURCH	OR	Good Shepherd Medical Center	OR
CORVALLIS MOUNTAIN RESCUE UNIT	OR	Salem Academy	OR
InventSuccess	OR	GEN CONF OF SDA CHURCH WESTERN	OR
SHERIDAN JAPANESE SCHOOL FOUNDATION	OR	OR	OR
The Blosser Center for Dyslexia Resources	OR	PORTLAND ADVENTIST ACADEMY	OR
MOSAIC CHURCH	OR	ST VINCENT DE PAUL	OR
HOUSING AUTHORITY OF LINCOLN COUNTY	OR	OUTSIDE IN	OR
RENEWABLE NORTHWEST PROJECT	OR	UNITED CEREBRAL PALSY OF OR AND SW WA	OR
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	OR	WILLAMETTE VIEW INC.	OR
CONSERVATION BIOLOGY INSTITUTE	OR	PORTLAND HABILITATION CENTER, INC.	OR
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.	OR	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	OR
BLACHLY LANE ELECTRIC COOPERATIVE	OR	ROSE VILLA, INC.	OR
MORNING STAR MISSIONARY BAPTIST CHURCH	OR	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	OR
NORTHWEST FOOD PROCESSORS ASSOCIATION	OR	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA	OR
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	OR	ROGUE FEDERAL CREDIT UNION	OR
OREGON EDUCATION ASSOCIATION	OR	Oregon Research Institute	OR
HEARING AND SPEECH INSTITUTE INC	OR	WILLAMETTE LUTHERAN HOMES, INC	OR
SALEM ELECTRIC	OR	LANE MEMORIAL BLOOD BANK	OR
MORRISON CHILD AND FAMILY SERVICES	OR	PORTLAND JEWISH ACADEMY	OR
JUNIOR ACHIEVEMENT	OR	LANECO FEDERAL CREDIT UNION	OR
CENTRAL BIBLE CHURCH	OR	GRANT PARK CHURCH	OR
MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL	OR	ST. MARYS OF MEDFORD, INC.	OR
TRILLIUM FAMILY SERVICES, INC.	OR	US CONFERENCE OF MENONNITE BRETHREN CHURCHES	OR
YWCA SALEM	OR	FAITHFUL SAVIOR MINISTRIES	OR
PORTLAND ART MUSEUM	OR	OREGON CITY CHURCH OF THE NAZARENE	OR
		OREGON COAST COMMUNITY ACTION EDUCATION NORTHWEST	OR
		COMMUNITY ACTION TEAM, INC.	OR
		EUGENE SYMPHONY ASSOCIATION,	OR

INC.		ALVORD-TAYLOR INDEPENDENT	
STAR OF HOPE ACTIVITY CENTER INC.	OR	LIVING SERVICES	OR
SPARC ENTERPRISES	OR	NEW HOPE COMMUNITY CHURCH	OR
SOUTHERN OREGON CHILD AND		KLAMATH HOUSING AUTHORITY	OR
FAMILY COUNCIL, INC.	OR	QUADRIPLIGICS UNITED AGAINST	
SALEM ALLIANCE CHURCH	OR	DEPENDENCY, INC.	OR
Lane Council of Governments	OR	SPONSORS, INC.	OR
FORD FAMILY FOUNDATION	OR	COLUMBIA COMMUNITY MENTAL	
TRAILS CLUB	OR	HEALTH	OR
NEWBERG FRIENDS CHURCH	OR	ADDICTIONS RECOVERY CENTER, INC	OR
WOODBURN AREA CHAMBER OF		METRO HOME SAFETY REPAIR	
COMMERCE	OR	PROGRAM	OR
CONTEMPORARY CRAFTS MUSEUM		OREGON SUPPORTED LIVING	
AND GALLERY	OR	PROGRAM	OR
CITY BIBLE CHURCH	OR	SOUTH COAST HOSPICE, INC.	OR
OREGON LIONS SIGHT & HEARING		ALLFOURONE/CRESTVIEW	
FOUNDATION	OR	CONFERENCE CTR.	OR
PORTLAND WOMENS CRISIS LINE	OR	The International School	OR
THE SALVATION ARMY - CASCADE		REBUILDING TOGETHER - PORTLAND	
DIVISION	OR	INC.	OR
WILLAMETTE FAMILY	OR	PENDLETON ACADEMIES	OR
WHITE BIRD CLINIC	OR	PACIFIC FISHERY MANAGEMENT	
GOODWILL INDUSTRIES OF LANE AND		COUNCIL	OR
SOUTH COAST COUNTIES	OR	DOGS FOR THE DEAF, INC.	OR
PLANNED PARENTHOOD OF		PUBLIC DEFENDER SERVICES OF LANE	
SOUTHWESTERN OREGON	OR	COUNTY, INC.	OR
HOUSING NORTHWEST	OR	EMMAUS CHRISTIAN SCHOOL	OR
OREGON ENVIRONMENTAL COUNCIL	OR	DELIGHT VALLEY CHURCH OF CHRIST	OR
MEALS ON WHEELS PEOPLE, INC.	OR	SAINT CATHERINE OF SIENA CHURCH	OR
FAITH CENTER	OR	PORT CITY DEVELOPMENT CENTER	OR
OREGON CHILD DEVELOPMENT		VIRGINIA GARCIA MEMORIAL HEALTH	
COALITION	OR	CENTER	OR
Bob Belloni Ranch, Inc.	OR	CENTRAL CITY CONCERN	OR
GOOD SHEPHERD COMMUNITIES	OR	CANBY FOURSQUARE CHURCH	OR
SACRED HEART CATHOLIC DAUGHTERS	OR	EMERALD PUD	OR
HELP NOW! ADVOCACY CENTER	OR	VERMONT HILLS FAMILY LIFE CENTER	OR
TENAS ILLAHEE CHILDCARE CENTER	OR	BENTON HOSPICE SERVICE	OR
SUNRISE ENTERPRISES	OR	INTERNATIONAL SOCIETY FOR	
LOOKING GLASS YOUTH AND FAMILY		TECHNOLOGY IN EDUCATION	OR
SERVICES	OR	COMMUNITY CANCER CENTER	OR
SERENITY LANE	OR	OPEN MEADOW ALTERNATIVE	
EAST HILL CHURCH	OR	SCHOOLS, INC.	OR
LA GRANDE UNITED METHODIST		CASCADIA BEHAVIORAL HEALTHCARE	OR
CHURCH	OR	WILD SALMON CENTER	OR
COAST REHABILITATION SERVICES	OR	BROAD BASE PROGRAMS INC.	OR
Edwards Center Inc	OR	SUNNYSIDE FOURSQUARE CHURCH	OR
		TRAINING EMPLOYMENT	
		CONSORTIUM	OR

RELEVANT LIFE CHURCH	OR	REGIONAL ARTS AND CULTURE	
211INFO	OR	COUNCIL	OR
SONRISE CHURCH	OR	THE EARLY EDUCATION PROGRAM,	
LIVING WAY FELLOWSHIP	OR	INC.	OR
Women's Safety & Resource Center	OR	MACDONALD CENTER	OR
SEXUAL ASSAULT RESOURCE CENTER	OR	EVERGREEN AVIATION MUSEUM AND	
IRCO	OR	CAP. MICHAEL KING.	OR
NORTHWEST YOUTH CORPS	OR	SELF ENHANCEMENT INC.	OR
TILLAMOOK CNTY WOMENS CRISIS		FRIENDS OF THE CHILDREN	OR
CENTER	OR	SOUTH LANE FAMILY NURSERY DBA	
SECURITY FIRST CHILD DEVELOPMENT		FAMILY RELIEF NURSE	OR
CENTER	OR	COMMUNITY VETERINARY CENTER	OR
CLASSROOM LAW PROJECT	OR	PORTLAND SCHOOLS FOUNDATION	OR
YOUTH GUIDANCE ASSOC.	OR	SUSTAINABLE NORTHWEST	OR
PREGNANCY RESOUCE CENTERS OF		OREGON DEATH WITH DIGNITY	OR
GRETER PORTLAND	OR	BIRCH COMMUNITY SERVICES, INC.	OR
ELMIRA CHURCH OF CHRIST	OR	BAY AREA FIRST STEP, INC.	OR
JASPER MOUNTAIN	OR	OSLC COMMUNITY PROGRAMS	OR
ACUMENTRA HEALTH	OR	EN AVANT, INC.	OR
WORKSYSTEMS INC	OR	ASHLAND COMMUNITY HOSPITAL	OR
COVENANT CHRISTIAN HOOD RIVER	OR	NORTHWEST ENERGY EFFICIENCY	
OREGON DONOR PROGRAM	OR	ALLIANCE	OR
NAMI OREGON	OR	BONNEVILLE ENVIRONMENTAL	
OLIVET BAPTIST CHURCH	OR	FOUNDATION	OR
SILVERTON AREA COMMUNITY AID	OR	SUMMIT VIEW COVENANT CHURCH	OR
CONFEDERATED TRIBES OF GRAND		SALMON-SAFE INC.	OR
RONDE	OR	BETHEL CHURCH OF GOD	OR
NEIGHBORIMPACT	OR	PROVIDENCE HOOD RIVER MEMORIAL	
CATHOLIC COMMUNITY SERVICES	OR	HOSPITAL	OR
NEW AVENUES FOR YOUTH INC	OR	SAINT ANDREW NATIVITY SCHOOL	OR
LA CLINICA DEL CARINO FAMILY		BARLOW YOUTH FOOTBALL	OR
HEALTH CARE CENTER	OR	SPOTLIGHT THEATRE OF PLEASANT	
DECISION SCIENCE RESEARCH		HILL	OR
INSTITUTE, INC.	OR	FAMILIES FIRST OF GRANT COUNTY,	
WESTERN STATES CENTER	OR	INC.	OR
HIV ALLIANCE, INC	OR	TOUCHSTONE PARENT ORGANIZATION	OR
PARTNERSHIPS IN COMMUNITY		CANCER CARE RESOURCES	OR
LIVING, INC.	OR	CASCADIA REGION GREEN BUILDING	
FANCONI ANEMIA RESEARCH FUND		COUNCIL	OR
INC.	OR	SHERMAN DEVELOPMENT LEAGUE,	
BLIND ENTERPRISES OF OREGON	OR	INC.	OR
OREGON BALLET THEATRE	OR	SCIENCEWORKS	OR
SMART	OR	WORD OF LIFE COMMUNITY CHURCH	OR
All God's Children International	OR	SOCIAL VENTURE PARTNERS	
FARMWORKER HOUISNG DEV CORP	OR	PORTLAND	OR
UMPQUA COMMUNITY		OREGON PROGRESS FORUM	OR
DEVELOPMENT CORPORATION	OR	CENTER FOR RESEARCH TO PRACTICE	OR
		WESTERN RIVERS CONSERVANCY	OR

UNITED WAY OF THE COLUMBIA		Albany Partnership for Housing and	
WILLAMETTE	OR	Community Development	OR
EUGENE BALLET COMPANY	OR	SEED OF FAITH MINISTRIES	OR
EAST WEST MINISTRIES		Hermiston Christian Center & School	OR
INTERNATIONAL	OR	SALEM FREE CLINICS	OR
SISKIYOU INITIATIVE	OR	Dress for Success Oregon	OR
EDUCATIONAL POLICY IMPROVEMENT		Beaverton Rock Creek Foursquare	
CENTER	OR	Church	OR
North Pacific District of Foursquare		St Paul Catholic Church	OR
Churches	OR	St Mary's Catholic School and Parish	OR
CATHOLIC CHARITIES	OR	Polk Soil and Water Conservation	
FIRST CHURCH OF THE NAZARENE	OR	District	OR
WESTSIDE BAPTIST CHURCH	OR	Street Ministry	OR
Housing Development Center	OR	La Grande Church of the Nazarene	OR
Hoodview Christian Church	OR	Spruce Villa, Inc.	OR
Child Evangelism Fellowship	OR	OREGON SCHOOL BOARDS	
Little Promises Children's Program	OR	ASSOCIATION	OR
UNION GOSPEL MISSION	OR	House of Prayer for All Nations	OR
GRACE BAPTIST CHURCH	OR	Sacred Heart Catholic Church	OR
COMMUNITY ACTION ORGANIZATION	OR	African American Health Coaliton, Inc.	OR
OUTSIDE IN	OR	Happy Canyon Company	OR
MAKING MEMORIES BREAST CANCER		Village Home Education Resource	
FOUNDATION, INC.	OR	Center	OR
ELAW	OR	Monet's Children's Circle	OR
COMMUNITY HEALTH CENTER, INC	OR	Cascade Housing Association	OR
Greater Portland INC	OR	Dayspring Fellowship	OR
Eugene Builders Exchange	OR	Northwest Habitat Institute	OR
Boys & Girls Club of Corvallis	OR	Winding Waters Medical Clinic	OR
Southeast Uplift Neighborhood		Sacred Heart-St Louis Parish	OR
Coalition	OR	First Baptist Church	OR
First United Presbyterian Church	OR	The Nature Conservancy, Willamette	
PDX Wildlife	OR	Valley Field Office	OR
Friends of the Opera House	OR	Serenity Lane Health Services	OR
Jackson-Josephine 4-C Council	OR	Portland Community Reinvestment	
North Coast Family Fellowship	OR	Initiatives, Inc.	OR
P E C I	OR	Christians As Family Adovates	OR
Childswork Learning Center	OR	GeerCrest Farm & Historical Society	OR
Portland Schools Alliance	OR	College United Methodist Church	OR
New Artists Performing Arts		The Collins Foundation	OR
Productions, Inc.	OR	Prince of Peace Lutheran Church &	
Relief Nursery	OR	School	OR
St. Mary's Episcopal Church	OR	NEDCO	OR
Viking Sal Senior Center	OR	Salem Evangelical Church	OR
Boys and Girls Club of the rogue valley	OR	Wild Lilac Child Development	
Lincoln City Chamber of Commerce	OR	Community	OR
DrupalCon Inc., DBA Drupal		Daystar Education, Inc.	OR
Association	OR	Oregon Social Learning Center	OR

Pain Society of Oregon	OR	Old Mill Center for Children and Families	OR
environmental law alliance worldwide	OR	Sunny Oaks Inc	OR
Eugene Country Club	OR	Hospice Center Bend La Pine	OR
Community in Action	OR	Westside Foursquare Church	OR
Willamette Valley Baptist Church	OR	Relief Nursery Inc	OR
Curry County Habitat for Humanity	OR	Morning Star Community Church	OR
Northwood Christian Church	OR	MULTNOMAH DEFENDERS INC	OR
Tuality Healthcare	OR	Providence Health System	OR
Safe Harbors	OR	Holy Trinity Catholic Church	OR
FIRST CHRISTIAN CHURCH	OR	Holy Redeemer Catholic Church	OR
Pacific Classical Ballet	OR	Alliance Bible Church	OR
Depaul Industries	OR	CARE OREGON	OR
African American Health Coalition	OR	Mid Columbia Childrens Council	OR
Jesus Prayer Book	OR	HUMANE SOCIETY OF REDMOND	OR
Coalition Of Community Health	OR	Our Redeemer Lutheran Church	OR
River Network	OR	Kbps Public Radio	OR
CCI Enterprises Inc	OR	Skyball Salem Keizer Youth Bas	OR
Oregon Nurses Association	OR	Open Technology Center	OR
GOODWILL INDUSTRIES OF THE COLUMBIA WILLAMETTE	OR	Grace Chapel	OR
Mount Angel Abbey	OR	CHILDREN'S MUSEUM 2ND	OR
YMCA OF ASHLAND	OR	Solid Rock	OR
YMCA OF COLUMBIA-WILLAMETTE ASSOCIATION SERVICES	OR	West Chehalem Friends Church	OR
Multnomah Law Library	OR	Guide Dogs For The Blind	OR
Friends Of Tryon Creek State P	OR	Aldersgate Camps and Retreats	OR
Ontrack Inc.	OR	St. Katherine's Catholic Church	OR
Calvin Presbyterian Church	OR	The Alliance NW of the Christian & Missionary Alliance	OR
HOLT INTL CHILD	OR	Bags of Love	OR
St John The Baptist Catholic	OR	Grand View Baptist Church	OR
Portland Foursquare Church	OR	Green Electronics Council	OR
Portland Christian Center	OR	Scottish Rite	OR
Church Extension Plan	OR	Western Wood Products Association	OR
Occu Afghanistan Relief Effort	OR	Grace Baptist Church of St. Helens, Lil Learners Preschool	OR
EUGENE FAMILY YMCA	OR	THE NEXT DOOR	OR
Christ The King Parish and School	OR	NATIONAL PSORIASIS FOUNDATION	OR
Newberg Christian Church	OR	NEW BEGINNINGS CHRISTIAN CENTER	OR
First United Methodist Church	OR	HIGHLAND UNITED CHURCH OF CHRIST	OR
Zion Lutheran Church	OR	OREGON REPERTORY SINGERS	OR
Southwest Bible Church	OR	HIGHLAND HAVEN	OR
Community Works Inc	OR	FAIR SHARE RESEARCH AND EDUCATION FUND	OR
Masonic Lodge Pearl 66	OR	Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR , ECKA	OR
Molalla Nazarene Church	OR	First Baptist Church of Enterprise	OR
Transition Projects, Inc	OR		
St Michaels Episcopal Church	OR		
Saint Johns Catholich Church	OR		
Community Learning Center	OR		

The Canby Center	OR	Sandy Seventh-day Adventist Church	OR
REDMOND FIRE & RESCUE	OR	Muddy Creek Charter School	OR
Instituto de Cultura y Arte In Xochitl In Cuicatl	OR	A FAMILY FOR EVERY CHILD	OR
McKenzie Personnel Systems	OR	PORT OF CASCADE LOCKS	OR
OSLC COMMUNITY PROGRAMS OCP	OR	1000 FRIENDS OF OREGON	OR
Oregon Nikkei Endowment	OR	OREGON PEDIATRIC SOCIETY	OR
Grace Community Church	OR	NONPROFIT ASSOCIATION OF OREGON	OR
Eastern Oregon Alcoholism Foundation	OR	LUKE DORF INC	OR
Grantmakers for Education	OR	FAMILY CARE INC	OR
The Spiral Gallery	OR	MEDICAL TEAMS INTL	OR
The ALS Association Oregon and SW Washington Chapter	OR	Clean Slate Canine Rescue & Rehabilitation	OR
Children's Relief Nursery	OR	St. Martins Episcopal church	OR
Home Builders	OR	Tower Theatre Foundation, Inc	OR
New Life Baptist Church	OR	Food for Lane County	OR
Feral Cat Awareness Team	OR	Clatsop Behavioral Healthcare	OR
Florence United Methodist Church	OR	West Coast Haunters Convention	OR
World of Speed	OR	columbia gorge discovery center and museum	OR
SW Community Health Center	OR	NAMI of Washington County	OR
Energy Trust of Oregon	OR	American Legion Aloha Post 104	OR
St. Vincent de Paul Church	OR	The Dalles Art Association	OR
Fr. Bernard Youth Center	OR	Temple Beth Israel	OR
Oregon Psychoanalytic Center	OR	Willamette Leadership Academy/Pioneer Youth Corps Of Oregon	OR
Store to Door	OR	Rose Haven	OR
Oregon Translational Research and Development Insitute	OR	Dallas Church	OR
Depaul Industries	OR	OREGON STATE UNIVERSITY BOOKSTORE INC	OR
OUR LADY OF PERPETUAL HELP CATHOLIC CHURCH ALBANY OREGON	OR	NORTH WILLAMETTE VALLEY HABITAT FOR HUMANITY	OR
SELCO Community Credit Union	OR	FAIRFIELD BAPTIST CHURCH	OR
Prairie Baptist Church	OR	Sexual Assault Support Services	OR
North Coast Christian Church	OR	Neskowin Valley School	OR
Union County Economic Development Corp.	OR	RON WILSON CENTER FOR EFFECTIVE LIVING INC	OR
Camelto Theatre Company	OR	St. Joseph Shelter	OR
Camp Fire Columbia	OR	The Inn Home for Boys, Inc.9138	OR
TAKE III OUTREACH	OR	MCKENZIEWATERSHED COUNCIL	OR
Rolling Hills Community Church	OR	Opportunity Connections	OR
Eugene Swim and Tennis Club	OR	MENNONITE HOME OF ALBANY INC	OR
Summa Institute	OR	Oregon Technical Assistance Corporation	OR
Amani Center	OR	Oregon And Southern Idaho Laborers Employers Training School	OR
Billy Webb Elks lodge #1050	OR	New Life Fellowship Church of God	OR
Silverton Senior Center	OR		
First Evangelical Presbyterian Church of Oregon City	OR		
Joyful Servant Lutheran Church	OR		



Gladstone Senior Center	OR	The Church of Christ of Latter Day	
Education Travel & Culture, Inc.	OR	Saints	OR
Rural Development Initiatives	OR	Cascade Height Public Charter School	
Jason Lee Manor/UMRC	OR	PTA	OR
Jesus Pursuit Church	OR	G.O.B.H.I	OR
YMCA of Marion and Polk Counties	OR	Association of Oregon Corrections	
Urban Gleaners	OR	EMployees, Inc.	OR
PacificSource Health	OR	A Jesus Church Family	OR
Faith Christian Fellowship	OR	300 Main Inc	OR
Brookings Elks Lodge	OR	Southwestern Oregon Public Defender	
Tualatin Lacrosse Club	OR	Services, Inc.	OR
Tillamook Seventh Day Adventist		Albertina Kerr Centers	OR
Church	OR	Dufur Christian Church	OR
Oregon Jewish Community Foundation	OR	St. Matthew Catholic School	OR
East River Fellowship	OR	Serendipity Center Inc	OR
Holy Family Academy	OR	Yellowhawk Tribal Health	OR
FIRST BAPTIST CHURCH OF EUGENE	OR	CASA of Marion County	OR
PORTLAND METRO RESIDENTIAL		Oregoinans for Food & Shelter	OR
SERVICES	OR	Westside Church of Christ Inc	OR
Peace Lutheran Church	OR	Northwest Family Services	OR
Living Word Christian Center	OR	Network Charter School	OR
Housing Authority of Douglas County	OR	Ride Connecton	OR
Vietnamese Christian Community		Parenting Now!	OR
Church	OR	Christian Church of Woodburn	OR
Forest Park Conservancy	OR	Verde	OR
Friends for Animals	OR	Native American Youth and Family	
Family Building Blocks	OR	Center Early College Academy	OR
Greenleaf Industries	OR	USO Northwest	OR
Ananda Center at Laurelwood	OR	Norkenzie Christian Church	OR
Goodwill Industries of Lane and South		Little Flower Development Center	OR
Coast	OR	TLO Farms	OR
RB Pamplin Corpportaion	OR	Evergreen Wings and Waves	OR
Agia Sophia Academy	OR	Ascension Episcopal Parish	OR
Friends of Driftwood Library	OR	Center for Family Development	OR
Consumers Power Inc.	OR	West Salem Foursquare Church	OR
A. C. Gilbert's Discovery Village	OR	Good Samaritan Ministry	OR
First Lutheran Church of Astoria	OR	Grace Lutheran Church of Molalla	OR
Fund For Christian Charity	OR	Trinity Lutheran	OR
Deer Meadow Assisted Living	OR	HOPE LUTHERAN CHURCH	OR
Oregon Laborers-Employer		Mount Pisgah Arboretum	OR
Administrative Fund, LLC	OR	Redeemer Lutheran Church	OR
Umpqua Basin Water Association	OR	Disjecta Contemporary Art Center	OR
Alpha Lambda House Corporation	OR	Korean Central Covenant Church of	
St John Fisher Catholic Church		Eugene	OR
Portland Oregon	OR	Yankton Baptist Church	OR
Eugene Creative Care	OR	BioGift Anatomical	OR
VFW POST 4248	OR	Lower Columbia Estuary Partnership	OR

Fur Footed Rescue, Inc.	OR	DOUGLAS FOREST PROTECTIVE	OR
Mt Hood Hospice	OR	Echo Theater Company	OR
Opportunity Foundation of central Oregon	OR	Corvallis Caring Place	OR
Constructing Hope	OR	Oregon Lyme Disease Network	OR
Sprinkfield Elks #2145	OR	Ecotrust	OR
Abuse Recovery Ministry & Services	OR	SPECIAL MOBILITY SERVICES	OR
Oasis Shelter Home	OR	Bethlehem Christian Pre-School	OR
ST HENRYS CHURCH	OR	Historical Outreach Foundation	OR
Nehalem Bay House	OR	Teras Interventions and Counseling Inc	OR
UNITED METHODIST CHURCH	OR	Brooklyn Primary PTO	OR
p:ear	OR	Mountain View Academy	OR
Health Share of Oregon	OR	Salem Area Chamber of Commerce	OR
St. Peter Catholic Church	OR	First Congregational Chrch	OR
Mid Willamette Valley Community Action	OR	OREGON STATE FAIR	OR
A Hope For Autism Foundation	OR	Tri-County Chamber of Commerce Inc	OR
NW Sport Fishing	OR	Ronald McDonald House Charities of Oregon & Southwest Washington	OR
Breast Friends	OR	Center for Human Development	OR
ScienceWorks Museum	OR	God's Storehouse Pantry	OR
Willamette Neighborhood Housing Services	OR	Clackamas River Trout Unlimited	OR
South Salem High Music Boosters	OR	SafeHaven Humane Society	OR
SEPTL Southeast Portland Tool Library	OR	Rainier Assembly of God	OR
Kids Unllimited Academy	OR	Tilikum Center for Retreats and Outdoor Ministries	OR
Cappella Romana	OR	Washington Park Transportation Management Association	OR
National Christian Community Foundation	OR	Travel Lane County	OR
Legal Aid Services of Oregon LITC	OR	Hinson Baptist Church	OR
The Sunriver Owners Association	OR	Alvord Taylor	OR
Willamette Valley Babe Ruth Center For Continuous Improvement	OR	EUGENE CHRISTIAN FELLOWSHIP	OR
Northwest Center for Alternatives to Pesticides	OR	Bridges to Change	OR
Junction City/Harrisburg/Monroe Habitat for Humanity	OR	Risen Records	OR
The Followers of Christ Church of Oregon City	OR	DePaul Treatment Centers, Inc.	OR
SEIU Local 49	OR	Ministerio International Casa	OR
Emerald Media Group	OR	New Paradise Worship Center	OR
West Hills Christian School	OR	Mission Increase Foundation	OR
Trillium Sprigs	OR	Curry Public Transit Inc	OR
Smith Memorial Presbyterian Church	OR	THREE RIVERS CASINO	OR
Western Arts Alliance	OR	Brookings Harbor Christian School	OR
Youth Dynamics	OR	Local 290	OR
Ashland Art Center	OR	Hope Church of The Assemblies of God	OR
Apostolic Church of Jesus Christ	OR	Albany Oregon	OR
		Sherwood Community Friends Church	OR
		Bethesda Lutheran Church	OR
		Legacy Mt. Hood Medical Center	OR
		Adelante Mujeres	OR
		Yamhill Community Care Organization	OR

Trinity United Methodist Church	OR	American Tinnitus Association	OR
Portland Japanese Garden	OR	Oregon Coast Aquarium, Inc.	OR
Ike Box Cafe	OR	HOPE POINT CHURCH	OR
The Madeleine Parish	OR	Unitus Community Credit Union	OR
The Tucker-Maxon Oral School	OR	St John the Baptist Greek Orthodox Church	OR
Southwest Neighborhoods, Inc	OR	Parkinson's Resources of Oregon	OR
Wallowa Valley Center For Wellness	OR	Oregon Independent Automobile Dealers Association	OR
KIDS INTERVENTION AND DIAGNOSTIC CENTER	OR	COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON	OR
Joy Church Eugene	OR	St. Elizabeth Ann Seton Church	OR
Portland Yacht Club	OR	St Andrews Presbyterian	OR
League of Women Voters	OR	Oregon Rural Electric Cooperative Association	OR
Oregon & Southern Idaho District Council of Laborers'	OR	THE MILL CASINO	OR
Portland Police Sunshine Division	OR	Gateway Prebyterian Church	OR
Curry Health Network	OR	Oregon Jewish Museum and Center for Holoacust Education	OR
United Way of Lane County	OR	Northwest Opening	OR
The Lighthouse School	OR	Oregon State University	OR
Olive Plaza	OR	Treasure Valley Community College	OR
Rogue Valley Humane Society	OR	Institute of Technology	OR
Willamette Carpenters Training Center, Inc	OR	Unviersity of Oregon	OR
Great Portland Bible College Possible	OR	OREGON UNIVERSITY SYSTEM	OR
Unithed Way	OR	University of Western States	OR
Community Energy Project	OR	GEORGE FOX UNIVERSITY	OR
Bridgeport Community Chapel	OR	LEWIS AND CLARK COLLEGE	OR
Oswego Lake Country Club	OR	PACIFIC UNIVERSITY	OR
Urban League of Portland	OR	REED COLLEGE	OR
La Grande Foursquare Church	OR	WILLAMETTE UNIVERSITY	OR
Portland Oregon Visitors Association	OR	LINFIELD COLLEGE	OR
Barter Union International	OR	MULTNOMAH BIBLE COLLEGE	OR
Southern Oregon Project Hope	OR	NORTHWEST CHRISTIAN COLLEGE	OR
Our United Villages	OR	NATIONAL COLLEGE OF NATURAL MEDICINE	OR
Sunset Presbyterian Church	OR	BLUE MOUNTAIN COMMUNITY COLLEGE	OR
Youth M.O.V.E. Oregon	OR	PORTLAND STATE UNIV.	OR
Samaritan Health Services Inc.	OR	CLACKAMAS COMMUNITY COLLEGE	OR
St. Mary's Church	OR	MARYLHURST UNIVERSITY	OR
Santiam Assembly of God	OR	OREGON HEALTH AND SCIENCE UNIVERSITY	OR
CASCADES WEST FINANCIAL SERVICES IN	OR	BIRTHINGWAY COLLEGE OF MIDWIFERY	OR
Kilchis House	OR	pacific u	OR
Calvary Assembly of God	OR	UNIVERSITY OF OREGON	OR
Lake Grove Presbyterian Church	OR	CONCORDIA UNIV	OR
Grace Lutheran School	OR		
Western Mennonite School	OR		
OEA CHOICE TRUST	OR		

Marylhurst University	OR	Elderhealth and Living	OR
Corban College	OR	OREGON CORRECTIONS ENTERPRISES	OR
NORTH MARION SCHL DIST	OR	OREGON STATE HOSPITAL	OR
University of Oregon - Purchasing and Contracting Services	OR	OFFICE OF PUBLIC DEFENSE SERVICES	OR
Oregon Center For Advanced T	OR	Clatskanie People's Utility District	OR
UNIVERSITY OF PORTLAND	OR	PIONEER COMMUNITY DEVELOPMENT	OR
OSU Deschutes County Extension Service	OR	MARION COUNTY HEALTH DEPT	OR
Portland Actors Conservatory	OR	Ricoh USA	OR
University Of Oregon Athletics Department	OR	Heartfelt Obstetrics & Gynecology	OR
Ecola Bible School	OR	Coquille Economic Development Corporation	OR
Tokyo Int'l University of America, Inc	OR	CITY/COUNTY INSURANCE SERVICE	OR
WARNERPACIFIC COLG	OR	COMMUNITY CYCLING CENTER	OR
Beta Omega Alumnae	OR	Shangri La	OR
Oregon Institute of Technology	OR	Portland Impact	OR
SOUTHERN OREGON UNIVERSITY	OR	Eagle Fern Camp	OR
EASTERN OREGON UNIVERSITY	OR	KLAMATH FAMILY HEAD START	OR
Wilco Farmers	OR	RIVER CITY DANCERS	OR
Harvest Church	OR	Oregon Permit Technical Association	OR
Society of American Foresters	OR	KEIZER EAGLES AERIE 3895	OR
Clackamas River Water Providers	OR	Pgma/Cathie Bourne	OR
eickhoff dev co inc	OR	Sunrise Water	OR
Cornerstone Association Inc	OR	Burns Paiute Tribe	OR
The Klamath Tribe	OR	Oregon Public Broadcasting	OR
advocate care	OR	La Grande Family Practice	OR
Cannon Beach Fire	OR	Linn Benton Lincoln Educational Services District	OR
Life Flight Network LLC	OR	SHERMAN COUNTY SCHOOL DISTRICT	OR
OREGON DEPT OF FISH & WILDLIFE-SAUVIE	OR	Ricoh USA	OR
PENTAGON FEDERAL CREDIT UNION	OR	Sphere MD	OR
SAIF CORPORATION	OR	BIENESTAR, INC.	OR
GREATER HILLSBORO AREA CHAMBER OF COMMERCE	OR	MEDFORD WATER COMMISSION	OR
USAGENCIES CREDIT UNION	OR	Solutins Yes	OR
PACIFIC CASCADE FEDERAL CREDIT UNION	OR	sunrise water authority	OR
LOCAL GOVERNMENT PERSONNEL INSTITUTE	OR	Mountain Valley Therapy	OR
GRANTS PASS MANAGEMENT SERVICES, DBA	OR	EAsern Oregon Trade and Event Center	OR
SPIRIT WIRELESS	OR	Waste-Pro	OR
Kartini Clinic	OR	QUEEN OF PEACE SCHOOL	OR
Astra	OR	Columbia River Inter-tribal Fish Commission	OR
Beit Hallel	OR	NPKA	OR
Cvalco	OR	IBEW280	OR
		Confederated Tribes of Warm Springs	OR
		Point West Credit Union	OR
		Oregon State Credit Union	OR
		PIONEER TELEPHONE COOPERATIVE	OR

Halsey-Shedd Fire District	OR	Rainbow Water District	OR
Northwest Power and Conservation Council	OR	Illinois Valley Fire District	OR
Oregon Funeral Directors Association	OR	Clatskanie RFPD	OR
Nez Perce Tribe	OR	PORT OF TILLAMOOK BAY	OR
Obsidian Urgent Care, P.C.	OR	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE	OR
First Presbyterian Church of La Grande	OR	METROPOLITAN EXPOSITION-RECREATION COMMISSION	OR
CONFLUENCE ENVIRONMENTAL CENTE	OR	REGIONAL AUTOMATED INFORMATION NETWORK	OR
A&I Benefit Plan Administrators, Inc.	OR	OAK LODGE WATER DISTRICT	OR
K Churchill Estates	OR	THE PORT OF PORTLAND	OR
CSC HEAD START	OR	WILLAMALANE PARK AND RECREATION DISTRICT	OR
NORTHWEST VINTAGE CAR AND MOTORCYCLE	OR	TUALATIN VALLEY WATER DISTRICT	OR
crescent grove cemetery	OR	UNION SOIL & WATER CONSERVATION DISTRICT	OR
IONE HIGH SCHOOL	OR	LANE EDUCATION SERVICE DISTRICT	OR
Port of Toledo	OR	TUALATIN HILLS PARK AND RECREATION DISTRICT	OR
Roseburg Police Department	OR	PORT OF SIUSLAW	OR
Molalla Rural Fire Protection District	OR	CHEHALEM PARK AND RECREATION DISTRICT	OR
MONMOUTH - INDEPENDENCE NETWORK	OR	PORT OF ST HELENS	OR
EUGENE WATER & ELECTRIC BOARD	OR	LANE TRANSIT DISTRICT	OR
MALIN COMMUNITY PARK AND RECREATION DISTRICT	OR	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	OR
TILLAMOOK PEOPLES UTILITY DISTRICT	OR	HOODLAND FIRE DISTRICT NO.74	OR
GLADSTONE POLICE DEPARTMENT	OR	MID COLUMBIA COUNCIL OF GOVERNMENTS	OR
GOLD BEACH POLICE DEPARTMENT	OR	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT	OR
THE NEWPORT PARK AND RECREATION CENTER	OR	SALEM AREA MASS TRANSIT DISTRICT	OR
RIVERGROVE WATER DISTRICT	OR	Banks Fire District #13	OR
TUALATIN VALLEY FIRE & RESCUE	OR	KLAMATH COUNTY 9-1-1	OR
GASTON RURAL FIRE DEPARTMENT	OR	GLENDALE RURAL FIRE DISTRICT	OR
CITY COUNTY INSURANCE SERVICES	OR	COLUMBIA 911 COMMUNICATIONS DISTRICT	OR
SOUTH SUBURBAN SANITARY DISTRICT	OR	CLACKAMAS RIVER WATER	OR
SOUTH FORK WATER BOARD	OR	NW POWER POOL	OR
SUNSET EMPIRE PARK AND RECREATION	OR	Lowell Rural Fire Protection District	OR
SPRINGFIELD UTILITY BOARD	OR	TriMet Transit	OR
Tillamook Urban Renewal Agency	OR	Estacada Rural Fire District	OR
Netarts Water District	OR	Keizer Fire District	OR
OAK LODGE SANITARY DISTRICT	OR	State Accident Insurance Fund Corporation	OR
Boardman Rural Fire Protection District	OR	Bend Metro Park & Recreation District	OR
Tualatin Soil and Water Conservation District	OR		
Silverton Fire District	OR		
Lewis and Clark Rural Fire Protection District	OR		

Port of Hood River	OR	CITY OF CRESWELL	OR
La Pine Park & Recreation District	OR	CITY OF ECHO	OR
Brookings- Harbor School District 17c	OR	CITY OF ESTACADA	OR
Siuslaw Public Library District	OR	CITY OF EUGENE	OR
Tri-County Metropolitan		CITY OF FAIRVIEW	OR
Transportation District of Oregon		CITY OF GEARHART	OR
("TriMet")	OR	CITY OF GOLD HILL	OR
Columbia River Fire & Rescue	OR	CITY OF GRANTS PASS	OR
Fern Ridge Library District	OR	CITY OF GRESHAM	OR
Bend Park and Recreation District	OR	CITY OF HILLSBORO	OR
Port of Garibaldi	OR	CITY OF HOOD RIVER	OR
Seal Rock Water District	OR	CITY OF JOHN DAY	OR
Rockwood Water P.U.D.	OR	CITY OF KLAMATH FALLS	OR
Gollux	OR	CITY OF LA GRANDE	OR
Tillamook Fire District	OR	CITY OF MALIN	OR
Tillamook County Transportation Dist	OR	CITY OF MCMINNVILLE	OR
Central Lincoln People's Utility District	OR	CITY OF HALSEY	OR
Jefferson Park and Recreation	OR	CITY OF MEDFORD	OR
tvwd	OR	CITY OF MILL CITY	OR
City of Monmouth / Public Works	OR	CITY OF MILWAUKIE	OR
McMinnville Police Department	OR	CITY OF MORO	OR
Long Creek School District	OR	CITY OF MOSIER	OR
City of Salem Fire Department	OR	CITY OF NEWBERG	OR
City of Sublimity	OR	CITY OF OREGON CITY	OR
City of Central Point Parks and		CITY OF PILOT ROCK	OR
Recreation	OR	CITY OF POWERS	OR
Gearhart Fire Department	OR	RAINIER POLICE DEPARTMENT	OR
Woodburn City Of	OR	CITY OF REEDSPORT	OR
Brookings Fire / Rescue	OR	CITY OF RIDDLE	OR
City of Veneta	OR	CITY OF SCAPPOOSE	OR
CITY OF DAMASCUS	OR	CITY OF SEASIDE	OR
Hermiston Fire & Emergency Svcs	OR	CITY OF SILVERTON	OR
CEDAR MILL COMMUNITY LIBRARY	OR	CITY OF STAYTON	OR
CITY OF LAKE OSWEGO	OR	City of Troutdale	OR
LEAGUE OF OREGON CITIES	OR	CITY OF TUALATIN, OREGON	OR
CITY OF SANDY	OR	CITY OF WARRENTON	OR
CITY OF ASTORIA OREGON	OR	CITY OF WEST LINN/PARKS	OR
CITY OF BEAVERTON	OR	CITY OF WOODBURN	OR
CITY OF BOARDMAN	OR	CITY OF TIGARD, OREGON	OR
CITY OF CANBY	OR	CITY OF AUMSVILLE	OR
CITY OF CANYONVILLE	OR	CITY OF PORT ORFORD	OR
CITY OF CENTRAL POINT POLICE		CITY OF EAGLE POINT	OR
DEPARTMENT	OR	CITY OF WOOD VILLAGE	OR
CITY OF CLATSKANIE	OR	St. Helens, City of	OR
CITY OF CONDON	OR	CITY OF WINSTON	OR
CITY OF COOS BAY	OR	CITY OF COBURG	OR
CITY OF CORVALLIS	OR	CITY OF NORTH PLAINS	OR

CITY OF GERVAIS	OR	La Grande Police Department	OR
CITY OF YACHATS	OR	City of Joseph	OR
FLORENCE AREA CHAMBER OF COMMERCE	OR	Cove City Hall	OR
PORTLAND DEVELOPMENT COMMISSION	OR	NW PORTLAND INDIAN HEALTH BOARD	OR
CITY OF CANNON BEACH OR	OR	Portland Patrol Services	OR
CITY OF ST. PAUL	OR	City Of Bend	OR
CITY OF ADAIR VILLAGE	OR	City Of Coquille	OR
CITY OF WILSONVILLE	OR	City Of Molalla	OR
CITY OF HAPPY VALLEY	OR	ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT	OR
CITY OF SHADY COVE	OR	City of St. Helens	OR
CITY OF LAKESIDE	OR	City of North Powder	OR
CITY OF MILLERSBURG	OR	City of Eugene	OR
CITY OF GATES	OR	City of Cornelius, OR	OR
KEIZER POLICE DEPARTMENT	OR	Toledo Police Department	OR
CITY OF DUNDEE	OR	Springfield Public Library	OR
Pendleton Police Department	OR	City of Independence	OR
CITY OF AURORA	OR	City of Cascade Locks	OR
THE CITY OF NEWPORT	OR	City of Columbia City	OR
CITY OF ALBANY	OR	City of Baker City	OR
CITY OF ASHLAND	OR	McMinnville Water & Light	OR
CITY OF LEBANON	OR	City of Pendleton Parks & Recreation	OR
CITY OF PORTLAND	OR	CITY OF HEPPNER	OR
CITY OF SALEM	OR	CITY OF HERMISTON	OR
CITY OF SPRINGFIELD	OR	CITY OF SWEETHOME	OR
METRO	OR	CITY OF THE DALLES	OR
CITY OF BURNS	OR	CLACKAMAS FIRE DIST#1	OR
CITY OF COTTAGE GROVE	OR	DESCHUTES PUBLIC LIBRARY	OR
CITY OF DALLAS	OR	STAYTON FIRE DISTRICT	OR
CITY OF FALLS CITY	OR	Lake County Chamber of Commerce Inc	OR
CITY OF PHOENIX	OR	City of Talent	OR
CITY OF PRAIRIE CITY	OR	City of Ontario	OR
CITY OF REDMOND	OR	City of Corvallis Parks and Recreation	OR
CITY OF SHERWOOD	OR	North Lincoln Fire & Rescue #1	OR
City of junction city	OR	Gresham Police Department	OR
City of Florence	OR	City of Harrisburg	OR
Columbia Gorge Community	OR	Gladstone Public Library	OR
West Linn Police Department	OR	West Linn Police	OR
City of Dayton	OR	City of Portland Parks Bureau	OR
City of Carlton	OR	City of Astoria Parks Dept.	OR
City of Pendleton Convention Center	OR	Seaside Fire & Rescue	OR
City of Monmouth	OR	Florence Police Department	OR
City of Philomath	OR	City Of North Bend	OR
City of Sheridan	OR	City of Union	OR
Seaside Public Library	OR	City of Nehalem	OR
City of Yoncalla	OR	City of Richland	OR

CITY OF LINCOLN CITY	OR	Benton Soil & Water Conservation	
City of Donald	OR	District	OR
City of Milton-Freewater	OR	DESCHUTES PUBLIC LIBRARY SYSTEM	OR
CITY OF MADRAS	OR	CLEAN WATER SERVICES	OR
CITY OF SCIO	OR	North Douglas County Fire & EMS	OR
City of Forest Grove	OR	Crooked River Ranch Rural Fire	
City Govrnment	OR	Protection District	OR
City of Mt. Angel	OR	PARROTT CREEK CHILD & FAM	OR
Albany Police Department	OR	South Lane County Fire And Rescue	OR
Tualatin Police Department	OR	Mill City RFPD	OR
City of Sodaville	OR	Lake Chinook Fire & Rescue	OR
Canby Utility	OR	Clackamas County Water Environment	
Umatilla Electric Cooperative	OR	Services	OR
WATER ENVIRONMENT SERVICES	OR	Amity Fire District	OR
Polk County Fire District No.1	OR	CENTRAL OREGON COMMUNITY	
Clatsop Care Health District-Clatsop		COLLEGE	OR
Retirement Village	OR	UMPQUA COMMUNITY COLLEGE	OR
Netarts-Oceanside RFPD	OR	LANE COMMUNITY COLLEGE	OR
UIUC	OR	MT. HOOD COMMUNITY COLLEGE	OR
Rogue River Fire District	OR	LINN-BENTON COMMUNITY COLLEGE	OR
Aurora Rural Fire District	OR	SOUTHWESTERN OREGON	
Tillamook County Emergency		COMMUNITY COLLEGE	OR
Communications District	OR	PORTLAND COMMUNITY COLLEGE	OR
Southern Coos Hospital	OR	CHEMEKETA COMMUNITY COLLEGE	OR
Oregon Cascades West Council of		ROGUE COMMUNITY COLLEGE	OR
Governments	OR	COLUMBIA GORGE COMMUNITY	
MULTONAH COUNTY DRAINAGE		COLLEGE	OR
DISTRICT #1	OR	TILLAMOOK BAY COMMUNITY	
PORT OF BANDON	OR	COLLEGE	OR
OR INT'L PORT OF COOS BAY	OR	KLAMATH COMMUNITY COLLEGE	
MID-COLUMBIA CENTER FOR LIVING	OR	DISTRICT	OR
DESCHUTES COUNTY RFPD NO.2	OR	Oregon Coast Community College	OR
YOUNGS RIVER LEWIS AND CLARK		Clatsop Community College	OR
WATER DISTRICT	OR	North Portland Bible College	OR
PACIFIC STATES MARINE FISHERIES		OREGON COMMUNITY COLLEGE	
COMMISSION	OR	ASSOCIATION	OR
CENTRAL OREGON IRRIGATION		Umpqua Valley Public Defender	OR
DISTRICT	OR	Teacher Standards and Pracitices	
MARION COUNTY FIRE DISTRCT #1	OR	Commission	OR
COLUMBIA RIVER PUD	OR	Salem Keizer School District Purchasing	OR
SANDY FIRE DISTRICT NO. 72	OR	Kdrv Channel 12	OR
BAY AREA HOSPITAL DISTRICT	OR	Opta Oregon Permit Technician	OR
NEAH KAH NIE WATER DISTRICT	OR	Oregon Forest Resources Institute	OR
PORT OF UMPQUA	OR	Office of the Ong Term Care	
EAST MULTNOMAH SOIL AND WATER		Ombudsman	OR
CONSERVANCY	OR	Oregon State Lottery	OR
		OREGON TOURISM COMMISSION	OR



OREGON STATE POLICE	OR	Oregon State Board of Architect	
OFFICE OF THE STATE TREASURER	OR	Examiners	OR
OREGON DEPT. OF EDUCATION	OR	Oregon Board of Chiropractic	
SEIU LOCAL 503, OPEU	OR	Examiners	OR
OREGON DEPARTMENT OF FORESTRY	OR	City of Astoria Fire Department	OR
OREGON STATE DEPT OF		Columbia Gorge ESD	OR
CORRECTIONS	OR	Nehalem Bay Wastewater	OR
OFFICE OF MEDICAL ASSISTANCE		Association of Oregon Community	
PROGRAMS	OR	Mental Health Programs	OR
OREGON OFFICE OF ENERGY	OR	Klamath County Association of	
OREGON STATE BOARD OF NURSING	OR	Realtors	OR
BOARD OF MEDICAL EXAMINERS	OR	VA	OR
OREGON LOTTERY	OR	US FISH AND WILDLIFE SERVICE	OR
OREGON BOARD OF ARCHITECTS	OR	Bonneville Power Administration	OR
SANTIAM CANYON COMMUNICATION		Bureau Of Land Management	OR
CENTER	OR	Oregon Army National Guard	OR
OREGON DEPT OF TRANSPORTATION	OR	Linn County Sheriff Office	OR
OREGON TRAVEL INFORMATION		USDA Forest Service	OR
COUNCIL	OR	123d Fighter Squadron	OR
OREGON DEPARTMENT OF		Yellowhawk Tribal Health Center	OR
EDUCATION	OR	ANGELL JOB CORPS	OR
OREGON DEPT. OF CORRECTIONS	OR	Coquille Indian Housing Authority	OR
DEPARTMENT OF ADMINISTRATIVE		COLLEGE HOUSING NORTHWEST	OR
SERVICES	OR	HOUSING AUTHORITY OF CLACKAMAS	
Oregon Board of Massage Therapists	OR	COUNTY	OR
Oregon Forest Industries Council	OR	HOUSING AUTHORITY OF PORTLAND	OR
Oregon Tradeswomen	OR	WEST VALLEY HOUSING AUTHORITY	OR
Oregon Convention Center	OR	HOUSING AUTHORITY AND	
OREGON SCHL BRDS ASSOCIAT	OR	COMMUNITY SERVICES AGENCY	OR
Central Oregon Home Health and Hos	OR	NORTH BEND CITY- COOS/URRY	
Oregon Health Care Quality Cor	OR	HOUSING AUTHORITY	OR
OREGON DEPARTMENT OF HUMAN		MARION COUNTY HOUSING	
SERVICES	OR	AUTHORITY	OR
Oregon Air National Guard	OR	HOUSING AUTHORITY OF THE CITY OF	
Training & Employment	OR	SALEM	OR
State of Oregon - Department of		Housing Authority of Yamhill County	OR
Administrative Services	OR	The Housing Authority of the County	
Aging and People with Disabilities	OR	of Umatilla	OR
Department of Administrative Services	OR	homeforward	OR
Oregon State Treasury	OR	LifeSource	OR
Oregon State Fair Council	OR	Access Inc	OR
Oregon DEQ	OR	WOMENSPACE INC	OR
Procurement Services/DAS	OR	McKenzie River Trust	OR
STATE OF OREGON	OR	WINTERSPRING CENTER	OR
OREGON JUDICIAL DEPARTMENT	OR	PNW. For Puerto Rico Relief	OR
		Justin Parret	OR



## City of Ketchum

February 21, 2023

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Contract for Services with Blaine County Housing Authority**

#### Recommendation and Summary

Staff is recommending a contract for services with the Blaine County Housing Authority (BCHA). City staff would serve as the administrative unit for BCHA. Blaine County will also contract with the city and contribute funds necessary to fulfill the BCHA mission.

**"I move to approve Contract #22830 with the Blaine County Housing Authority."**

The reasons for the recommendation are as follows:

- The city's Housing Director participated in the development of the BCHA strategic plan and has been collaborating with the Interim BCHA Executive Director on several housing initiatives
- Funds from Blaine County will enable the city to hire a new team member that will serve as the Program Administrator
- The city possesses the necessary support staff (finance, clerk, communications) to support BCHA's mission in a cost-efficient manner

#### Sustainability Impact

Ability to house employees and community participants locally decreases commuter vehicular trips.

#### Financial Requirement/Impact

Funds from Blaine County will cover the costs associated with new position. The city's FY23 budget allocated funds for joint programming which is also supplemented from Blaine County.

#### Attachments

Contract  
Scope of services

**CONTRACT FOR SERVICES AGREEMENT  
WITH BLAINE COUNTY HOUSING AUTHORITY**

THIS AGREEMENT is made and entered into effective to this 16th day of February 2023, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (“Ketchum”) and the BLAINE COUNTY HOUSING AUTHORITY, an Idaho housing authority (“BCHA”), jointly “Parties.”

**FINDINGS**

1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho, and is empowered to enter into contracts pursuant to Idaho Code § 50-301 *et seq.*

2. BCHA is an Idaho independent public body, corporate and politic, duly organized and operating under the laws of the State of Idaho.

3. Ketchum has proposed to provide services to BCHA related to the management and preservation of community housing for low and moderate income households. Under the direction of the Blaine County Housing Authority Board of Commissioners, Ketchum will perform the Scope of Services, as attached hereto as Exhibit A.

4. Pursuant to Idaho Code § 31-4204 BCHA is empowered to enter into contracts and take such steps as are reasonably necessary to fulfill the authority’s statutory mission.

5. Pursuant to Idaho Code § 67-2332 the Parties are empowered to enter into interagency contracts.

6. Ketchum has appropriated funds for the staffing administration of the proposed scope of services. Ketchum will seek a contract for services agreement with Blaine County to ensure matching funds.

NOW, THEREFORE, the Parties agree as follows:

**1. SERVICES RECEIVED.** Ketchum agrees to provide to BCHA the services and products described in the Scope of Services, attached as Exhibit A.

**2. TERM.** The term of this Agreement shall commence on February 22<sup>nd</sup>, 2023 and shall terminate on the 30<sup>th</sup> day of September, 2023. The term may be amended or extended only upon written agreement of the Parties.

**3. PAYMENT OF BCHA CONTRACTORS.** The BCHA Board has entered into contracts for services with independent contractors to provide specific duties and services for the Board. The City of

Ketchum agrees to pay invoices from these contractors until the Board terminates their services. This amount may not exceed \$45,000 in fiscal year 2023 unless extended by the parties.

**4. COORDINATION.** Ketchum will coordinate and collaborate with BCHA contractors and the BOARD to facilitate training of Ketchum housing staff on BCHA programs.

**5. REPORTING.** Ketchum shall update the BCHA Board monthly during the BCHA Board’s regularly scheduled meetings with respect to how each identified service in Exhibit A is being performed.

**6. NOTICES.** All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by general mail to the parties at the following addresses:

City Administrator	Executive Director
City of Ketchum	BCHA
Post Office Box 2315	Post Office Box 4045
Ketchum, ID 83340	Ketchum, ID 83340

**7. EQUAL EMPLOYMENT OPPORTUNITY.** The Parties covenant and agree that they shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

**8. TERMINATION.** Notwithstanding any contrary provision of this Agreement, either party may terminate this Agreement effective upon thirty (30) days written notice to the other for any reason or no reason. In addition, the Parties agree that in the event Ketchum fails, refuses or is unable to provide the services set forth hereinabove, the same shall constitute a default under the terms of this Agreement, and upon default that BCHA shall have the power to terminate this Agreement upon two (2) days’ written notice. Furthermore, this Agreement shall be terminable by Ketchum upon five (5) days’ written notice if BCHA is adjudicated bankrupt, or subject to the appointment of a receiver, or has any of its property attached, or becomes insolvent, or is unable to pay its debts as the same become due.

**9. INDEPENDENT CONTRACTOR.** Ketchum performs the Services hereunder solely and exclusively as an independent contractor. Ketchum is not an employee, servant, agent, or joint venture of BCHA. Ketchum will determine the legal means by which it accomplishes the work specified by this Agreement. This Agreement shall not be construed to create or establish any employee-employee relationship between BCHA and Ketchum or make Ketchum employees eligible for any BCHA employment benefits. Ketchum is solely responsible for the supervision of Ketchum staff and for all withholding and payment of all applicable federal, state, and local income or payroll taxes of any kind.

**10. INSURANCE.** Each party will carry and maintain liability insurance in the following minimum amounts:

General liability	\$1,000,000.00 per occurrence;
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	\$2,000,000.00 aggregate.
Commercial Auto	\$1,000,000.00
Professional Liability	\$1,000,000.00
Worker's Compensation	As required by the State of Idaho, and not less than \$1,000,000.00

Proof of said insurance shall be provided upon request. Each policy of insurance required shall provide for no less than thirty-day advance notice prior to cancellation.

**10. NONASSIGNMENT.** This Agreement, in whole or in part, shall not be assigned or transferred to any other party except upon the prior written consent and approval of the governing board of both Parties.

**11. SOLE RESPONSIBILITY.** Each Party will be solely responsible and liable with respect to its own actions taken and obligations made pursuant to this Agreement.

**12. ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto and shall not be modified or changed in any manner, except by prior written agreement executed by the parties hereto. If any term or provision of this Agreement or application thereof shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

**13. SUCCESSION.** This Agreement shall be binding upon all successors in interest of either party hereto.

**14. LAW OF IDAHO.** This Agreement shall be construed in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and years first written above.

BLAINE COUNTY HOUSING AUTHORITY

CITY OF KETCHUM

By

By

\_\_\_\_\_  
Keith Perry  
Chair

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

ATTEST

By

\_\_\_\_\_  
Sarah Michael  
Interim Executive Director

ATTEST:

By

\_\_\_\_\_  
Trent Donat  
City Clerk

**EXHIBIT A**  
**Blaine County Housing Authority**  
**Scope of Services | February 2023**

**Goal:** *Provide staffing, administrative and program services to the Blaine County Housing Authority Board. It is the goal of this contract to create a “one stop shop” for housing information and a more accessible housing application process and to steward and expand existing deed restricted rental and ownership properties available to Blaine County residents.*

**Services to be Performed**

Administration

*Tasks to Be Completed no later than July 1, 2023, or earlier as stated.*

- Recruit and hire a BCHA Program Administrator, create and manage a 90-day work plan in coordination with BCHA independent contractors and facilitate training.
- Evaluation and consolidate BCHA Teamshare files containing 15 years of documents; eliminate duplicate files and create a new filing system with Program Administrator.
- Upgrade current phone system with cell service.
- Upgrade BCHA website.

Ongoing

- Provide clerical support, including managing board meetings, agenda, notice, and minutes.
- Provide finance support by (a) routinely monitoring, managing, and controlling program and office expenditures and (b) collecting rents and (c) managing invoices for work orders.
- Administer human resources, such as benefits, pay, and conflict resolution.
- Administer communications, including newsletters, social media, and interviews.
- Administer technology for staff and Hailey office, printers, and computers.

Establish a one-stop-shop for providing resources, services, and housing application assistance

Tasks to be completed no later than October 1, 2023

- Create the infrastructure and relationships with landlords for a coordinated entry system into housing, such as a common pre-application.

Ongoing

- Maintain and manage infrastructure and relationships for coordinated entry into housing, such as by developing a common pre-application.
- Maintain a database on waiting lists for affordable housing and maintain, as practicable, information about the availability of new market-rate housing, rents and occupancy.
- Provide referrals to housing counseling and financial services. Manage and annually update county-wide resource guide.
- Train case workers on housing application processes, fair housing, conflict resolution, application processes, and other resources.

Steward and expand deed-restricted homes, including on-going compliance

- Work with BCHA Contractors to Maintain an accurate, up-to-date, database of qualified applicants.
- Refer eligible applicants to developers and landlords. Provide data to jurisdictions as requested.
- Work with BCHA Contractors to Monitor and enforce compliance of deed-restrictions and policies/guidelines.

- Improve and clarify processes.

*Serve as the single source of housing data, housing needs, housing lists to support data-driven decisions*

- Collect quantitative and qualitative data, including BCHA database, census data, building trends, housing costs, and resident feedback on needs, preferences, and initiatives.
- Analyze and distribute findings in accessible format with visual and written representations.

*Develop community education materials to build understanding of needs.*

- Develop shared messaging and materials to build understanding of continuum of local housing needs and intersection of housing and other areas.
- Share about existing programs and identify innovative programs for consideration and learning.
- Translate and distribute materials through speaker series, training, and accessible communications.

*Recommend policies to promote housing supply and access.*

- Develop and recommend policies which will increase the supply of affordable housing options, such as through code and process changes.
- Develop and recommend policies which will increase access to affordable housing options and stability of residents
- Identify and advocate for state- and federal-level policy changes.
- Review the BCHA Community Housing Guidelines/Policies annually.





## City of Ketchum

February 21, 2023

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Contract for Services with Blaine County for Housing Coordination**

#### Recommendation and Summary

Staff is recommending a contract for services with Blaine County. City staff would serve as the administrative unit for the Blaine County Housing Authority (BCHA).

**"I move to approve Contract #22831 with Blaine County for Housing Coordination."**

The reasons for the recommendation are as follows:

- The city's Housing Director participated in the development of the BCHA strategic plan and has been collaborating with the Interim BCHA Executive Director on several housing initiatives
- Funds from Blaine County will enable the city to hire a new team member that will serve as the Program Administrator
- The city possesses the necessary support staff (finance, clerk, communications) to support BCHA's mission in a cost-efficient manner

#### Sustainability Impact

Ability to house employees and community participants locally decreases commuter vehicular trips.

#### Financial Requirement/Impact

The contract with Blaine County establishes a not to exceed amount of \$151,185.00. These funds will cover the costs associated with the new position. The county also committed ARPA funds to assist with joint programming activities.

#### Attachments

Contract #22831

FY23 CONTRACT FOR SERVICES – CITY OF KETCHUM for ADMINISTERING  
BLAINE COUNTY HOUSING AUTHORITY (BCHA)

THIS AGREEMENT made this [REDACTED] day of [REDACTED], 2023, by and between Blaine County, Idaho, a body corporate and politic and a subdivision of the State of Idaho, hereinafter referred to as “County”, and the City of Ketchum, a municipal corporation of the State of Idaho, hereinafter referred to as “Service Provider”.

RECITALS:

WHEREAS Blaine County recognizes that BCHA is duly created under the Laws of Idaho by Blaine County to specifically serve the housing needs of the residents of Blaine County;

WHEREAS Blaine County recognizes that it does not have an internal county department that serves the housing needs of County residents;

WHEREAS the City of Ketchum recognizes that it does have the internal capacity to fulfill the requirements and meet the mission of the BCHA;

WHEREAS the BCHA, in its budget, identified that funding will be required beyond the fees received by BCHA on the sale of deed restricted properties to carry out its mandate; and in that budget identified funding requests for Contract for Services needed from Blaine County jurisdictions to assist BCHA;

WHEREAS Blaine County believes that one effective strategy for providing these valuable services is to partner and contract with the City of Ketchum to provide these public services, especially when Blaine County funds can be leveraged with other public or private funds; and

WHEREAS a contract for services allows Blaine County to meet these community needs, use public funds efficiently, and set forth the respective obligations of the parties in a legally binding document.

NOW, THEREFORE, in consideration of the mutual agreements 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 and will remain in effect through September 30, 2023.

2. SERVICES PROVIDED. Service provider will work to promote, plan,

preserve and advocate for the long-term supply of affordable housing in Blaine County. Specific responsibilities to be performed by the service provider are as follows: steward and expand deed-restricted homes including on-going compliance; establish a one-stop-shop for providing resources, services and housing application assistance; and develop community education materials to build understanding of needs. Service provide will also collaborate with community partners to assist with the promotion of, planning for and advocating for affordable housing in Blaine County.

3. CONSIDERATION. In consideration for the services performed by the Service Provider according to the terms of this contract, the County agrees to pay monthly payments upon receipt of invoices for services rendered an amount not to exceed annually \$151,185.00.

4. INDEPENDENT CONTRACTOR: The parties agree that the Service Provider is an independent Contractor of County and in no way an employee or agent of County and is not entitled to workers' compensation or any benefit of employment with the County. County has no responsibility for security or protection of the Service Provider's supplies or equipment. The Service Provider will provide its own office space and necessary support staff, equipment and supplies.

5. COMPLIANCE WITH LAWS: Service Provider agrees to comply with all federal, state, county and municipal laws, rules and regulations in his performance under this Agreement.

6. MERGER. This Agreement embodies the sole understanding of the parties. There are no other oral or written agreements outside of this Agreement. No modification, amendment or addition to this Agreement shall be effective unless agreed to by the Parties in a written instrument duly executed by the Service Provider and the County.

7. WAIVER. The failure of any Party to insist upon strict performance of any of the obligations contained herein shall not be deemed a waiver of any rights or remedies that said Party may have, and shall not be deemed a waiver of any subsequent breach in the performance of any of the terms and provisions contained herein by the same or any other person.

8. THIRD PARTY BENEFICIARY RIGHTS. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

9. CAPTIONS AND HEADINGS. The captions and headings in the Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms and provisions contained herein.

10. CONSTRUCTION. No presumptions shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of this Agreement.

11. VENUE AND GOVERNING LAW. In the event an action is brought to enforce or interpret this Agreement, the parties submit to the exclusive jurisdiction of the courts of the State of Idaho, and agree that venue for any such action shall be in Blaine County, Idaho. The validity, performance and construction of this Agreement shall be governed by the laws of the State of Idaho.

12. TERMINATION. Any party to this Agreement may terminate its obligations under this Agreement upon providing the other parties with thirty (30) days written notice.

13. MODIFICATION. There shall be no modification of this Agreement unless executed in writing by the parties.

Executed and effective by the undersigned parties as of the date signed.

DATED this            day of            , 2023.

Blaine County, Idaho

\_\_\_\_\_  
Muffy Davis, Chairman

Attest:

\_\_\_\_\_  
Stephen McDougall Graham, Clerk

\_\_\_\_\_  
City of Ketchum Mayor  
Neil Bradshaw

STATE OF IDAHO     )  
                                  ) S.S.  
County of Blaine     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to be the person whose name is subscribed to the within instrument and acknowledge to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



## City of Ketchum

February 21, 2023

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Transfer of Ownership of the Lift Tower Lodge**

#### Recommendation and Summary

Staff is recommending the Council approve transfer of ownership of the Lift Tower Lodge from the Blaine County Housing Authority to the City of Ketchum. On February 15<sup>th</sup>, the Blaine County Housing Authority Board voted to transfer the property with a deed covenant.

**"I move to approve Resolution 23-004 to accept the transfer of ownership of Lift Tower Lodge from Blaine County Housing Authority and record the deed covenant."**

The reasons for the recommendation are as follows:

- The city possesses a facility team that is experienced in managing physical assets
- City housing staff is experienced in tenant relationships and agreements
- The City is committed to manage the site until redevelopment in order to accommodate more housing. This would occur after the transfer of adjacent property from Sun Valley Company (per the River Run Development Agreement). The city could work on redevelopment in partnership with the Ketchum Urban Renewal Agency.

#### Introduction and History

The Ketchum Housing Action Plan outlines the following related objectives:

*Goal 3: Expand + Improve Services to Create Housing Stability*

*Action 2. Expand residential capacity of Lift Tower Lodge*

*Action 8. Identify and support physical housing options for unhoused and at-risk households*

*Goal 1: Create + Preserve Housing*

*Action 2. Develop a new housing construction pipeline*

On March 21, 2022, Council approved improving Lift Tower Lodge's sewer system, which enabled increasing capacity from 6 transitional units to 14. Blaine County covered additional upgrades. This completed Goal 3, Action 2 of the Housing Action Plan.

The Lift Tower Lodge land and adjacent land that will be transferred to the City from Sun Valley Company, could accommodate a master planned housing development. The City is beginning to review RFPs for architectural/land use firms to analyze the land-use feasibility of developing community housing on publicly owned properties, of which Lift Tower Lodge is one. If that analysis determines that a housing development is feasible from a land-use perspective, after the adjacent lots are transferred, then the City could consider developing the site and adjacent lots together. To facilitate such development, the City could transfer those sites to the Ketchum Urban Renewal Agency. The City could specify which income levels and housing types to include, such as maintaining or growing the number of transitional housing units currently on site.

Sustainability impact

Ability to house employees and community participants locally decreases commuter vehicular trips.

Financial Impact

The Lift Tower Lodge generates revenue through tenant rental payments of an estimated \$650 per month. To be conservative and account for turnover, the staff estimates a 93% occupancy rate. This equates to about \$111,000 in revenue each year. Expenses are estimated to be \$51,000, which includes a capital reserve that is slightly lower than an older building might otherwise warrant (20% instead of 30%). This is because, with anticipated redevelopment in the next few years, some capital expenses could potentially be held until redevelopment. Given these assumptions, operating the Lift Tower Lodge would generate a positive balance of about \$45,000 per year.

Attachments

Ketchum Resolution 23-004

BCHA Resolution

Quit Claim

Deed Covenant

CITY OF KETCHUM  
RESOLUTION NO. 23-004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, BLAINE COUNTY, STATE OF IDAHO, MAKING CERTAIN FINDINGS; ACCEPTING A TRANSFER OF THE LIFT TOWER LODGE FROM THE BLAINE COUNTY HOUSING AUTHORITY; AUTHORIZING THE MAYOR AND STAFF TO TAKE NECESSARY ADMINISTRATIVE STEPS; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of Ketchum, Blaine County, State of Idaho:

**Section 1. Findings**

- A. The Blaine County Housing Authority (BCHA) wishes transfer the real property known as the Lift Tower Lodge, 703 S Main St, Ketchum, Idaho 83340, legally described in Exhibit A (Property), to the City of Ketchum for purposes of operation as transitional housing until redevelopment occurs for additional affordable housing, including but not limited to transitional housing, deed restricted rental or ownership housing. BCHA has authorized such transfer pursuant to BCHA Resolution 2023-01, attached as Exhibit B.
- B. BCHA and the City both have the power and authority under Idaho Code to convey, transfer, acquire, and/or hold real property.
- C. City of Ketchum has invested in and has a proven track record of developing affordable housing on city-owned land and will be able to expand land at the site for affordable housing with the transfer of Sun Valley Company property adjacent and south, and will ensure that expansion of Highway 75 into the City will not diminish the access to, quality of life, and on-site parking at the Lift Tower Lodge.
- D. City of Ketchum intends to adopt, accept, and record the Deed Covenant drafted by the Blaine County Housing Authority in Exhibit C to guarantee that the Property will be dedicated to a minimum of fourteen (14) units of affordable deed -restricted housing units at the site.

**Section 2. Authorizing/Adopting**

- 1. The City Council does hereby approve and accept the transfer of the Property from BCHA to the City.
- 2. The City Council does hereby authorize the Mayor and/or City staff as appropriate to take administrative steps and execute deeds and/or other legal documents reasonably necessary to effectuate this transfer.

**Section 3. Directing the City Clerk**

The City Clerk is hereby directed to file this Resolution forthwith in the official records of this City.

**Section 4. Effective Date**

This resolution shall be in full force and effect upon its passage.



APPROVED by the Council of the City of Ketchum this 21st day of February, 2023.

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

ATTEST

\_\_\_\_\_  
Trent Donat, City Clerk

**RESOLUTION NO. 2023-01**

**A RESOLUTION OF THE BLAINE COUNTY HOUSING AUTHORITY BOARD OF COMMISSIONERS APPROVING AND DIRECTING THE TRANSFER OF THE LIFT TOWER LODGE PURSUANT TO IDAHO CODE TITLE 31, Chapter 42 Section 04 (D) TO THE CITY OF KETCHUM WITH CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS**

WHEREAS, Idaho Code 31-4202 gives the Blaine County Housing Authority (BCHA) powers and authorities as an independent public body corporate and politic, exercising public and essential governmental functions, and having all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this act; and

WHEREAS, specific powers and authorities include the ability to sell, lease, exchange, transfer assign, pledge or dispose of any real or personal property or any interest therein; and

WHEREAS, the Blaine County Housing Authority wishes to transfer real property known as the Lift Tower Lodge, 703 S Main St, Ketchum, Idaho 83340, legally described in Exhibit A and the Survey described in Exhibit B to the City of Ketchum for operation as transitional housing until redevelopment occurs for additional affordable housing, including but not limited to transitional housing, deed restricted rental or ownership housing and.

WHEREAS, the City of Ketchum has invested in and has a proven track record of developing affordable housing on city-owned land and will be able to expand land at the site for affordable housing with the transfer of Sun Valley Company property adjacent and south, and will ensure that expansion of Highway 75 into the City will not diminish the access to, quality of life, and on-site parking at the Lift Tower Lodge; and

WHEREAS, the City of Ketchum agrees to provide adequate notice to Lift Tower tenants of redevelopment plans, will help them secure, and finance as needed, replacement housing for the tenants of the Lift Tower Lodge for up to one year after move-out is required, and

WHEREAS, the City of Ketchum has adopted and recorded the Deed Covenant drafted by the Blaine County Housing Authority to guarantee that the property will be permanently dedicated to a minimum of 14 units of permanently affordable deed -restricted housing units at the site; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE BLAINE COUNTY HOUSING AUTHORITY:

Section 1. Pursuant to Idaho Code Chapter 31, Title 42 (d) the Board of the Blaine County Housing Authority approves the transfer of the subject property described in Exhibit A and in the Site Survey in Exhibit B to the City of Ketchum to maintain 14 units of transitional housing until there is redevelopment at that site to add additional affordable housing, including but not limited to transitional housing, deed restricted rental or deed-restricted ownership

housing and will abide by the Recorded Deed Covenant that travels with the land until the property is redeveloped; and

Section 2. The City of Ketchum agrees that any net operating profit after operation/maintenance/capital expenses and emergency reserve will be paid to the Blaine County Housing Authority on a quarterly basis. The City will keep detailed financial records and provide these records annually to BCHA. This obligation for payment shall end upon redevelopment of the subject property or dissolution of BCHA as an entity or upon a force majeure style event, such as disaster or condemnation, that renders the property unusable for the intended purposes.

Section 3. The Board authorizes and directs the Board Chair and the Executive Director to execute the legal documents necessary to complete and record the transaction.

APPROVED this 15 day of Month Feb 2023

ATTEST:



Sarah Michael, Interim Executive Director



Keith Perry, Board Chair

BLAINE COUNTY HOUSING AUTHORITY BOARD OF COMMISSIONERS

EXHIBIT "A"  
LEGAL DESCRIPTION

TOWNSHIP 4 NORTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY,  
IDAHO

Section 18: A parcel of land within the SW¼ SW¼ more particularly described as follows:

Commencing at a Brass Cap marking the Section Corner common to Sections 13 and 24, T4N, R17E, B.M. and Sections 18 and 19, T4N, R18E, B.M., Blaine County, Idaho; Thence

North 89°08'54" East, 1,381.41 feet along the section line common to said Sections 18 and 19 to a Brass Cap Marking the West 1/16 Corner of Sections 18 and 19; Thence

South 89°08'54" West 84.89 feet along said section line to a point on the westerly boundary of State Highway 75, said point being the TRUE POINT OF BEGINNING; Thence

Continuing along said section line South 89°08'54" West, 172.16 feet; Thence Leaving said section line North 09°29'55" West, 111.73 feet; Thence

South 88°49'19" East, 10.21 feet to a 5/8" rebar marking the southwest corner of Westridge Condominiums Phase II, according to the official plat thereof, recorded as Instrument No. 455409, records of Blaine County, Idaho; Thence Along the boundary of said Westridge Condominiums Phase II by the following courses:

South 88°49'19" East, 70.79 feet; Thence

North 00°23'59" East, 97.74 feet; Thence

South 88°31'14" East, 105.17 feet to a point on the westerly boundary of said State Highway 75; Thence

Leaving said Westridge Condominiums and along said westerly boundary of State Highway 75 by the following courses:

South 00°53'38" East 169.94 feet; Thence

31.11 feet along a curve to the left, said curve having a central angle of 02°22'39", a radius of 749.68 feet and a chord length of 31.10 feet that bears South 02°04'57" East to the TRUE POINT OF BEGINNING.

Also known as TL 7983

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

City of Ketchum  
P.O. Box *2315*  
Ketchum, Idaho 83340

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**QUIT CLAIM DEED**

FOR VALUE RECEIVED, Grantor, the Blaine County Housing Authority, a political subdivision of the State of Idaho, does hereby convey, release, remiss and forever quitclaim unto the Grantee, the City of Ketchum, Blaine County, Idaho 83340, any and all right, title and interest Grantor has in the following described real estate, situated in the City of Ketchum, Blaine County, State of Idaho, to-wit:

The Lift Tower Lodge, 703 S Main St, Ketchum, Idaho 83340

**LEGAL DESCRIPTION**

TOWNSHIP 4 NORTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY,  
IDAHO

Section 18: A parcel of **land** within the SW<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub> more particularly described as follows:

Commencing at a Brass Cap marking the Section Comer common to Sections 13 and 24, T4N, R17E, B.M. and Sections 18 and 19, T4N, R18E, B.M., Blaine County, Idaho; Thence

North 89°08'54" East, 1,381.41 feet along the section line common to said Sections 18 and 19 to a Brass Cap Marking the West 1/16 Corner of Sections 18 and 19; Thence

South 89°08'54" West 84,89 feet along said section line to a point on the westerly boundary of State Highway 75, said point being the TRUE POINT OF BEGINNING; Thence

Continuing along said section line South 89°08'54" West, 172,16 feet; Thence Leaving said section line North 09°29'55" West, 111.73 feet; Thence

South 88°49'19" East, 10.21 feet to a 5/8" rebar marking the southwest corner of Westridge Condominiums Phase II, according to the official plat thereof, recorded as Instrument No. 455409, records of Blaine County, Idaho; Thence Along the boundary of said Westridge Condominiums Phase II by the following courses:

South 88°49'19" East, 70,79 feet; Thence

North 00°23'59" East, 97,74 feet; Thence

South 88°31'14" East, 105.17 feet to a point on the westerly boundary of said State Highway 75; Thence

Leaving said Westridge Condominiums and along said westerly boundary of State Highway 75 by the following courses:

South 00°53'38" East 169.94 feet; Thence

31.11 feet along a curve to the left, said curve having a central angle of 02°22'39", a radius of 749.68 feet and a chord length of 31.10 feet that bears South 02°04'57" East to the TRUE POINT OF BEGINNING.

Also known as TL 7983; and described on the Record of Survey Recorded Instrument 523384 om 7/21/2005/

TOGETHER WITH all and singular tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining thereto.

Dated this 15<sup>th</sup> of February day of 2023.

Grantor Signature:

Keith Perry  
By: Keith Perry, Chair, Blaine County Housing Authority

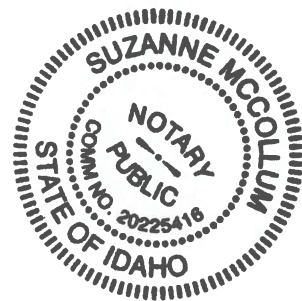
STATE OF IDAHO            )  
  )     ss:  
COUNTY OF BLAINE        )

This record was acknowledged before me on 15<sup>th</sup> February, 2023, by Keith Perry, Chairperson of the Board of the Blaine County Housing Authority, who hereby affirms that she has been authorized to act on behalf of the Blaine County Housing Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on the date and year in this certificate first above -written.

Suzanne McCollum  
Notary Public in and for the State of Idaho  
Residing at Blaine County

My commission expires 11/15/28

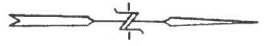


# Record of Survey : LIFT TOWER LODGE

Within: SEC. 18, T4N, R18E, BOISE MERIDIAN  
 KETCHUM BLAINE COUNTY IDAHO

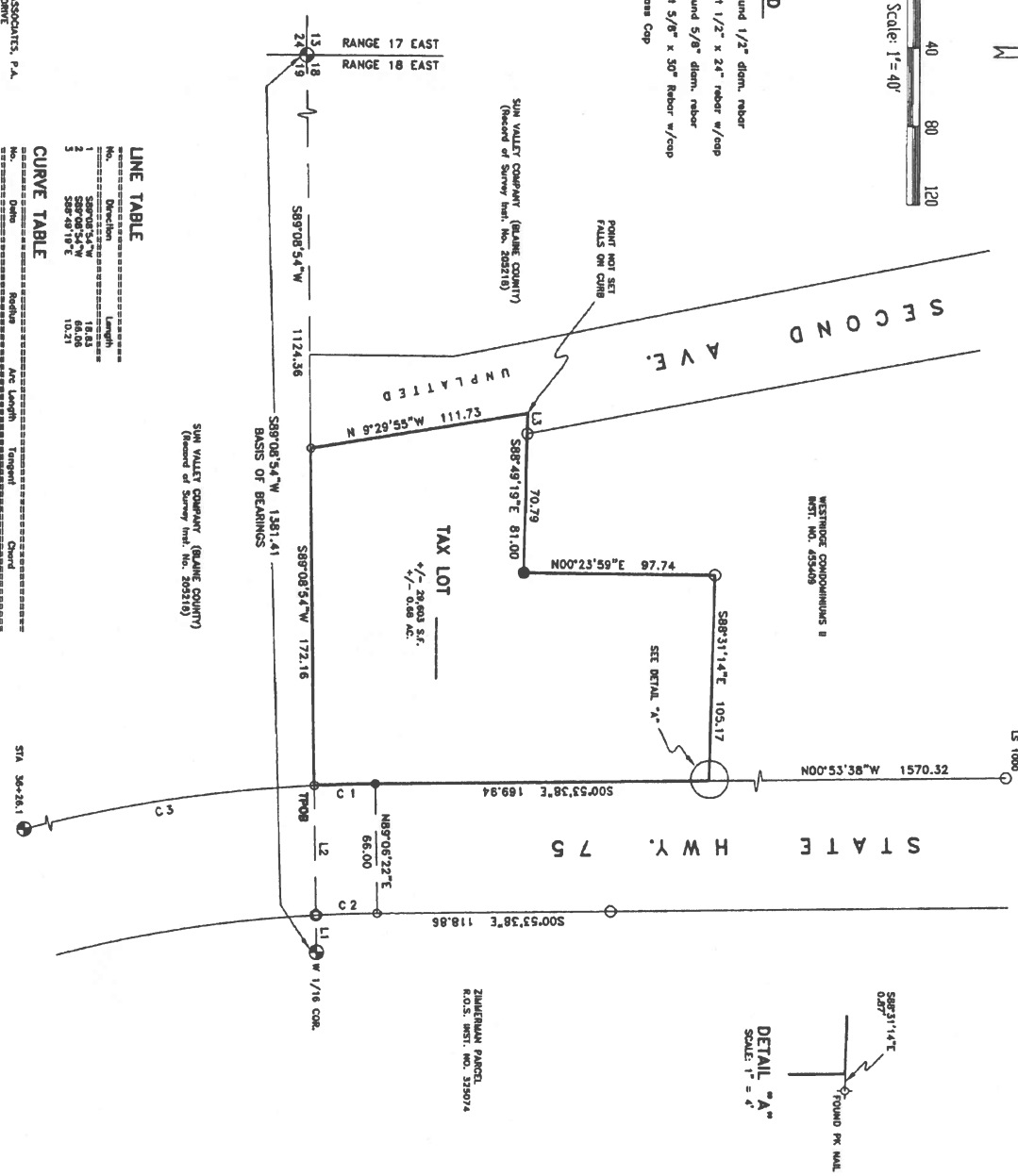
JULY 2005

A survey of Tax Lot 3101.



### LEGEND

- Found 1/2" diam. rebar
- Set 1/2" x 24" rebar w/cap
- Found 5/8" diam. rebar
- Set 5/8" x 30" Rebar w/cap
- ⊕ Brass Cap



### LINE TABLE

No.	Direction	Length
1	S89°08'54"W	1124.38
2	S89°08'54"W	66.00
3	S89°08'54"W	10.21

### CURVE TABLE

No.	Direction	Length	Chord	Area
1	S89°08'54"W	1124.38	1124.38	0.00
2	S89°08'54"W	66.00	66.00	0.00
3	S89°08'54"W	10.21	10.21	0.00

PREPARED BY: BENCHMARK ASSOCIATES, P.A.  
 P.O. BOX 733 - 100 BELL DRIVE  
 KETCHUM, IDAHO 83340 FAX (208) 298-9314  
 E-MAIL: muelken@benchmark.com  
 Copyright © 2005 by Benchmark Associates.

### LEGAL DESCRIPTION

TOWNSHIP 4 NORTH, RANGE 18 EAST, BOISE MERIDIAN  
 Within: SW 1/4, SW 1/4, SEC. 18  
 KETCHUM, BLAINE COUNTY, IDAHO

Commencing at a Brass Cap marking the Section Corner common to Sections 13 and 24, T4N, R18E, B.M. and Sections 18 and 19, T4N, R18E, B.M., Blaine County, Idaho, thence N89°08'54"E, 1,381.41 feet along the section line common to said Sections 18 and 19 to a Brass Cap marking the West 1/16 Corner of said Sections 18 and 19; thence S88°31'14"E, 103.17 feet along said section line to a Brass Cap marking the boundary of State Highway 75; said point being the True Point of Beginning.

Thence continuing along said section line S89°08'54"W, 172.16 feet; thence leaving said section line N00°23'59"E, 97.74 feet; thence S88°31'14"E, 103.17 feet to a 5/8" rebar marking the southwest corner of Westridge Condominiums Phase II, according to the official plat thereof, recorded as Instrument No. 459409, records of Blaine County, Idaho; thence along the boundary of said Westridge Condominiums Phase II by the West 1/16 Corner of said Section 18 to a Brass Cap marking the West 1/16 Corner of said Section 18; thence S89°08'54"W, 172.16 feet to the True Point of Beginning.

Thence leaving said Westridge Condominiums and along said westerly boundary of said State Highway 75, thence S89°08'54"W, 1124.38 feet; thence S89°08'54"W, 1381.41 feet along the section line common to said Sections 18 and 19 to a Brass Cap marking the West 1/16 Corner of said Sections 18 and 19; thence S88°31'14"E, 103.17 feet to a point on the westerly boundary of said State Highway 75; thence N00°23'59"E, 97.74 feet; thence S88°31'14"E, 103.17 feet to a point on the westerly boundary of said State Highway 75; thence S89°08'54"W, 172.16 feet to the True Point of Beginning.

### COUNTY RECORDER'S CERTIFICATE:

STATE OF IDAHO  
 COUNTY OF BLAINE: Instrument # \_\_\_\_\_

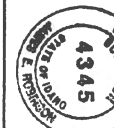
THIS IS TO CERTIFY THAT THE FOREGOING RECORD OF SURVEY WAS FILED IN THE OFFICE OF THE RECORDER OF BLAINE COUNTY, IDAHO ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. AND ONLY RECORDED IN RECORD OF SURVEYS.

INSTRUMENT # 623384  
 RECORDED BY: \_\_\_\_\_  
 Recorder for Blaine County T4N, R18E, S18W, Sec. 18  
 E-Certified Recorder County, No. 238

### SURVEYOR'S CERTIFICATE:

I DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF IDAHO AND THAT THIS MAP IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE UNDER MY SUPERVISION AND THAT IT IS IN CONFORMANCE WITH THE IDAHO STATE CODE.

SURVEYOR: \_\_\_\_\_  
 LICENSE NO. 4345  
 DATE: 7/21/05



### RECORD OF SURVEY FOR:

LIFT TOWER LODGE  
 LOCATED WITHIN:  
 TOWNSHIP 4 NORTH, RANGE 18 EAST,  
 SECTION 18, B.M., BLAINE COUNTY, IDAHO

PREPARED FOR: THE CROY GROUP  
 PREPARED BY: CHL  
 DATE: 07/21/05  
 PROJECT NO. 05183  
 DWG FILE: 05183ROS.DWG  
 SHEET: 1 OF 1

Recording Requested  
By and When Recorded  
Return to:

Blaine County Housing Authority  
P.O. Box 4045  
Ketchum, ID 83340

---

SPACE ABOVE THIS LINE FOR  
THE RECORDER'S USE ONLY

### COMMUNITY HOUSING COVENANT RUNNING WITH THE LAND

This Agreement for Community Housing Covenant Running with the Land is made and is effective as of the first day of recording of this Covenant ("**Effective Date**"), by and between the City of Ketchum, Idaho, a public body corporate and politic ("**Declarant**") and the BLAINE COUNTY HOUSING AUTHORITY, an Idaho independent public body corporate and politic ("**BCHA**").

#### Section 1: Agreement

1.1 To satisfy the condition of transfer of the Lift Tower Lodge, 703 S Main Street, Ketchum, Idaho, to the City of Ketchum, Idaho, without compensation, Declarant and BCHA are entering into this Covenant.

1.2 Declarant and the BCHA hereby agree that the Declarant will maintain the existing use of the property with 14 units of transitional housing, with parking and current amenities at the site, until there is approval and financing for the redevelopment of the property into permanent affordable housing, including but not limited to, transitional housing, deed-restricted rental units and/or deed restricted for sale housing units, with a minimum of 14 units available for Categories 1-6 based upon HUD annual affordable housing indexes.

1.3 Declarant agrees to ensure that the expansion of Highway 75 at Serenade Lane and Highway 75 adjacent to the Lift Tower Lodge into the City of Ketchum will not diminish the access to, quality of life, and on-site parking at the Lift Tower Lodge. Under the City's Conditional Use Permit, Lift Tower residents are limited to one year of occupancy.

1.4 Declarant agrees to provide notice, help to secure and to finance any rent differential and moving costs, as needed, with replacement housing for the tenants of the Lift Tower Lodge for up to one year after move-out is required.

#### Section 2: Transfer

2.1 Declarant may enter into contracts or agreements that provide for the development of the property as affordable housing as long as the long-term ownership of the property remains with the City of Ketchum, the Ketchum Urban Renewal Agency, or another Idaho public corporate body and provides a minimum of 14 affordable housing units including but not limited



to, transitional housing, deed-restricted rental units and/or deed restricted for sale housing units, with a minimum of 14 units available for Categories 1-6 based upon HUD annual affordable housing indexes.

Any transfer of the Property not in compliance with this Covenant is void.

### Section 3: Notices.

3.1 All notices given pursuant to this Covenant shall be in writing and shall be given by personal service, by United States certified mail or by United States express mail or other established express delivery service (such as Federal Express) with signature confirmation required, postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below. If a notice is delivered to Declarant by personal service or by United States express mail or other established express delivery service (such as Federal Express), such notice may be delivered to the Property. If a notice must be given to a person other than one designated below or otherwise sent to Declarant, such notice shall be sent to the person and address shown on the then current real property tax rolls of the county in which the Property is located. All notices given to the appropriate party shall be sent to the address set forth below:

To Declarant:           City of Ketchum  
                                  P.O. Box 2315  
                                  Ketchum, ID 83340

To BCHA:                 Executive Director  
                                  BLAINE COUNTY HOUSING AUTHORITY  
                                  P.O. Box 4045  
                                  Ketchum, 83340

The person and address to which notices are to be given may be changed at any time by such party upon written notice to the other party. All notices given pursuant to this Covenant shall be deemed given upon receipt.

### Section 4: General Provisions

4.1 Runs with the Land; Termination. The covenants, conditions and restrictions of this Covenant shall run with and bind the Property and shall inure to the benefit of and shall be enforceable by the BCHA, its legal representatives, successors, and assigns until the City of Ketchum or its agents fulfill the terms and conditions of the covenant upon redevelopment of the property, issuance of long term affordability requirements on the new property, and after the relocation of the tenants. Termination of the BCHA interest in the covenant shall expire in an instrument in writing (Notice of Termination of Covenant), signed by the BCHA or any successor agency and the Declarants certifying that the terms and conditions of this covenant have been met. This covenant shall expire on December 31, 2099, unless otherwise amended or terminated.

The termination shall be effective upon recordation of the Notice of Termination of Covenant signed by the BCHA and the Declarant.

4.2 This Covenant may be amended by a written agreement signed by Declarant and BCHA that identifies itself as an amendment to this Covenant and recorded.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year above first written.

THE BLAINE COUNTY HOUSING  
AUTHORITY

CITY OF KETCHUM

By *Sever Michael*

Title: Executive Director

Title:

STATE OF IDAHO )  
 ) ss  
COUNTY OF BLAINE \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared \_\_\_\_\_ a representative of the City of Ketchum, known to me, or proven to me by oath and identification, to be the person whose name is subscribed to this instrument, and acknowledged to me under oath that he/she executed the same on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Name: \_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

STATE OF IDAHO \_\_\_\_\_ )  
 ) ss.  
County of BLAINE \_\_\_\_\_ )

On this 15<sup>th</sup> day of February, in the year 2023, before me, the undersigned a Notary Public, in and for the State of Idaho, personally appeared Sarah Michael, known or identified to me to be the Executive Director of the Blaine County Housing Authority, an Idaho independent public body, corporate and politic, that executed the within instrument or the person(s) who executed the instrument on behalf of said body, and acknowledged to me that such body executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written

Name: Suzanne McCallum  
Notary Public for Idaho  
Residing at Ketchum  
My commission expires 11/15/28



EXHIBIT A  
LEGAL DESCRIPTION

TOWNSHIP 4 NORTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE  
COUNTY, IDAHO

Section 18: A parcel of land within the SW<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub> more particularly  
described as follows:

Commencing at a Brass Cap marking the Section Corner common to  
Sections 13 and 24, T4N, R17E, B.M. and Sections 18 and 19, T4N, R18E,  
B.M., Blaine County, Idaho; Thence  
North 89°08'54" East, 1,381.41 feet along the section line common to said  
Sections 18 and 19 to a Brass Cap Marking the West 1/16 Corner of  
Sections 18 and 19; Thence  
South 89°08'54" West 84.89 feet along said section line to a point on the  
westerly boundary of State Highway 75, said point being the TRUE POINT  
OF BEGINNING; Thence  
Continuing along said section line South 89°08'54" West, 172.16 feet; Thence  
Leaving said section line North 09°29'55" West, 111.73 feet; Thence  
South 88°49'19" East, 10.21 feet to a 5/8" rebar marking the southwest  
corner of Westridge Condominiums Phase II, according to the official plat  
thereof, recorded as Instrument No. 455409, records of Blaine County,  
Idaho; Thence Along the boundary of said Westridge Condominiums  
Phase II by the following courses:  
South 88°49'19" East, 70.79 feet; Thence  
North 00°23'59" East, 97.74 feet; Thence  
South 88°31'14" East, 105.17 feet to a point on the westerly boundary of  
said State Highway 75; Thence  
Leaving said Westridge Condominiums and along said westerly boundary  
of State Highway 75 by the following courses:  
South 00°53'38" East 169.94 feet; Thence  
31.11 feet along a curve to the left, said curve having a central angle of  
02°22'39", a radius of 749.68 feet and a chord length of 31.10 feet that  
bears South 02°04'57" East to the TRUE POINT OF BEGINNING.

Also known as TL 7983

Also shown on the 2005 Record of Survey 523394



City of Ketchum  
City Hall

February 21, 2023

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Purchase Order #23058**

#### Recommendation and Summary

Staff recommends the Council approve Purchase Order #23058 for the State Contract Vehicle Purchase for the Water Department.

**Motion – “I move to approve Purchase Order #23058 for the State Contract Vehicle Purchase. The cost of the purchase order will not exceed \$35,801.41.”**

#### Introduction and History

The recommended purchase of a 2022 Ford F-350 Super Cab will replace a 2002 GMC Truck and be used by the Water Department for day-to-day field maintenance, operations, snow plowing and emergencies. This 2022 Ford F350 is a truck that we ordered in 2021 and canceled in Oct. 2022 when told we would likely not receive the vehicle. Due to misinformation between Ford and Mountain Home Auto Ranch, the truck was ultimately built so we now could purchase the 2022 vehicle at the 2021 pricing we were originally quoted. Staff would like to move forward with the purchase of this vehicle due to the low cost since the new prices are 15%-25% more in today's dollars.

To date, the city has purchased one vehicle that was approved in the FY22 budget, and one vehicle that was approved in the FY23 budget. Staff was planning to request Council approve the purchase of a third vehicle in the FY24 budget. Due to the significant savings of the 2022 F350 at 2021 prices, staff recommends Council approve this purchase today.

#### Financial Requirement/Impact

The cost of the vehicle replacement is \$35,801.41. While this vehicle purchase was not planned in the FY23 budget, adequate budget does exist within the equipment CIP. Specifically, water meters planned to be purchased during this fiscal year were received at the end of last fiscal year. Funds were available at that time to complete the purchase of the meters.

#### Attachment:

Idaho State – Statewide Vehicle Purchase – Auto Ranch Group Quote  
PO #23058



**G R O U P**

**FLEET**

**OUT THE DOOR QUOTE FROM MOUNTAIN HOME AUTO RANCH**

MODEL	MAKE	YEAR
F-350 SRW XL 4WD 60" CA SUPER CAB	FORD	2022
	\$ 31,394.00	
OPTIONS	\$ 3,888.00	
STATE ADMIN FEE	\$ 441.03	
TOTAL	\$ 35,723.03	

*F.O.B. Mt Home*

PURCHASER: CITY OF KETCHUM WATER DEPT.  
PIGGYBACKED OFF STATE CONTRACT

Vernon 'Butch' Wade

208-249-1330 Cell


Email: [vernonwade@msn.com](mailto:vernonwade@msn.com)

OKAY TO ORDER PER SPECS X \_\_\_\_\_

NUMBER OF UNITS X \_\_\_\_\_

CONTACT TARA FENWICK

PHONE NUMBER 208-727-5073

Vehicle: [Fleet] 2022 Ford Super Duty F-350 SRW (X3F) XL 4WD SuperCab 168" WB 60" CA (  Complete )

**Selected Model and Options**

**MODEL**

CODE	MODEL	Invoice
X3F	2022 Ford Super Duty F-350 SRW XL 4WD SuperCab 168" WB 60" CA	\$39,548.00

**COLORS**

CODE	DESCRIPTION
Z1	Oxford White

**ENGINE**

CODE	DESCRIPTION	Invoice
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas -inc: Electronic-Locking w/4.30 Axle Ratio, 240 Amp Alternator	\$1,551.00

**TRANSMISSION**

CODE	DESCRIPTION	Invoice
44G	Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)	\$0.00

**OPTION PACKAGE**

CODE	DESCRIPTION	Invoice
630A	Order Code 630A	\$0.00

**AXLE RATIO**

CODE	DESCRIPTION	Invoice
X4M	Electronic-Locking w/4.30 Axle Ratio	Inc.

**WHEELS**

CODE	DESCRIPTION	Invoice
64F	Wheels: 18" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)	\$0.00

**TIRES**

CODE	DESCRIPTION	Invoice
TDX	Tires: LT275/70Rx18E BSW AT -inc: Spare may not be the same as road tire	\$241.00

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 14533, Data updated Aug 25, 2021 12:57:00 AM PDT

Vehicle: [Fleet] 2022 Ford Super Duty F-350 SRW (X3F) XL 4WD SuperCab 168" WB 60" CA ( Complete )

**PRIMARY PAINT**

CODE	DESCRIPTION	Invoice
Z1	Oxford White	\$0.00

**SEAT TYPE**

CODE	DESCRIPTION	Invoice
1S	Medium Earth Gray, Cloth 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$91.00

**ADDITIONAL EQUIPMENT - PACKAGE**

CODE	DESCRIPTION	Invoice
90L	Power Equipment Group -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Remote Keyless Entry, Folding Trailer Tow Mirrors w/Power Heated Glass, manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Power Front & Rear Side Windows, 1-touch up/down driver/passenger window	\$832.00

**ADDITIONAL EQUIPMENT - MECHANICAL**


CODE	DESCRIPTION	Invoice
473	Snow Plow Prep Package -inc: pre-selected springs (see order guide supplemental reference for springs/FGAWR of specific vehicle configurations), Note 1: Restrictions apply; see supplemental reference or body builders layout book for details, Note 2: Also allows for the attachment of a winch, Note 3: Highly recommended to add (86M) dual battery on 6.2L and 7.3L gas engines, Adding (67B) 397 amp alternators for diesel engine or (67E) 240 amp alternators for 6.2L gas engine is highly recommended for max output	\$228.00
67B	397 Amp Alternators	\$104.00

**ADDITIONAL EQUIPMENT - EXTERIOR**

CODE	DESCRIPTION	Invoice
153	Front License Plate Bracket	\$0.00
512	Spare Tire, Wheel & Jack -inc: Excludes carrier, 2-Ton Mechanical Jack	\$319.00
61J	2-Ton Mechanical Jack	Inc.
63A	Utility Lighting System -inc: LED side-mirror spotlights	\$145.00

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Vehicle: [Fleet] 2022 Ford Super Duty F-350 SRW (X3F) XL 4WD SuperCab 168" WB 60" CA (  Complete )

**ADDITIONAL EQUIPMENT - INTERIOR**

CODE	DESCRIPTION	Invoice
872	Rear View Camera & Prep Kit -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions	\$377.00
<b>Options Total</b>		<b>\$3,888.00</b>

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 14533, Data updated Aug 25, 2021 12:57:00 AM PDT



**CITY OF KETCHUM**  
 PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340  
 Administration 208-726-3841 (fax) 208-726-8234

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

**PURCHASE ORDER - NUMBER: 23058**

<b>To:</b> 5021 MOUNTAIN HOME AUTO RANCH 2800 AMERICAN LEGION BLVD. MOUNTAIN HOME ID 83647	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
02/16/2023	Shellie	Shellie		0	

Quantity	Description	Unit Price	Total
1.00	F-350 SRW XL 4WD 60" CA SUPER CAB TRUC 64-4340-7500	35,708.41	35,708.41
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		35,708.41

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



## City of Ketchum

February 21, 2023

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Adopt Resolution 23-003 to Re-Appoint Casey Dove to the Ketchum Urban Renewal Agency**

#### Recommendation and Summary

The Mayor is recommending the council adopt Resolution 23-003 and adopt the following motion:

I move to adopt Resolution 23-003.

The reasons for the recommendation are as follows:

- Casey Dove has served on the KURA Board since January 2019 and desires to continue serving on the Board.
- The Mayor wishes to re-appoint Casey Dove to another four year term ending January 7, 2027.

#### Financial Impact

There is no financial impact related to this Resolution.

Attachment:  
Resolution 23-003

**RESOLUTION NUMBER 23-003**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, TO APPROVE THE RE-APPOINTMENT OF CASEY DOVE 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, Casey Dove was appointed to a four year term on the Ketchum Urban Renewal Agency on January 7, 2019; and,

WHEREAS, Casey Dove desires to be reappointed to another 4-year term ending January 7, 2027; and,

WHEREAS, Mayor Bradshaw desires to re-appoint Casey Dove with the consent of the City Council, to the Board of Commissioners of the Ketchum Urban Renewal Agency, to serve a new term ending January 7, 2027; and,

WHEREAS, Casey Dove has the knowledge and experience on the role and function of URAs in Idaho,

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

That Casey Dove is hereby re-appointed to the Ketchum Urban Renewal Agency to a new term ending January 7, 2027.

This Resolution will be in full force and effect upon its adoption this 21st day of February 2023.

CITY OF KETCHUM, IDAHO

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

ATTEST:

\_\_\_\_\_  
Trent Donat  
City Clerk



## City of Ketchum

February 21, 2023

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Hold a Public Hearing and Approve the Creekbend Subdivision Lot Line Shift Final Plat & Findings of Fact, Conclusions of Law, and Decision.**

#### Recommendation and Summary

Staff recommends the Ketchum City Council hold a public hearing and approve the Lot Line Shift Final Plat submitted by Mark Phillips of Galena Engineering on behalf of the Creekbend Subdivision property owners to amend a building envelope on Lot 4, amend an existing plat note, and to remove landscape easements.

Recommended Motion: "I move to approve the Creekbend Subdivision Lot Line Shift Final Plat & Findings of Fact, Conclusions of Law, and Decision."

The reasons for the recommendation are as follows:

- The request meets all applicable standards for Final Plats contained in Ketchum Municipal Code's Subdivision (Title 16) regulations. The proposal meets the definition of readjustment of lot lines.
- The lots will continue to meet all applicable zoning and subdivision standards including, but not limited to, minimum lot size, setbacks, and building coverage standards for the Limited Residential (LR) zone.
- All city departments have reviewed the proposal and have no concerns with the proposed lot line shift.
- The Creekbend Homeowners Association (HOA) has dissolved and all property owners within the subdivision are in agreement with all proposed requests and are signatories on the plat.

### Introduction and History

Creekbend Subdivision was approved by the Ketchum City Council on November 5<sup>th</sup>, 2007, to create an 8-lot single family subdivision. Lots 1-4 are accessed off of Broadway Boulevard while Lots 5-8 are accessed off of River Run Drive as shown in the image below (Lots highlighted in blue are within the Creekbend Subdivision).



Multiple lot line shift applications have been approved by the City Council for lots within the subdivision since its creation. These prior lot line shift applications include:

- 2009: Lot 1A modified eastern property line and building envelope
- 2013: Lot 2A adjusted its eastern property line and building envelope
- 2018: Lot 3A modified building envelope

The application proposes three modifications to Creekbend Subdivision. All property owners within the Creekbend Subdivision approve of the three proposals and are signatories on the proposed plat. Proposals include:

- Modification of building envelope on Lot 4
- Removal of plat note #9 from original Creekbend Subdivision and replacement by plat note #12 on the subject application
- Removal of landscape easements to benefit the Creekbend HOA on Lot 4 & 5

### Analysis

During Department Review, staff reviewed the lot line shift application for conformance with Ketchum Municipal Code (KMC) 16.04.030 – *Procedures for subdivision approval*, KMC 16.04.040 – *Development and*

*Design*, and KMC 16.04.060 – *Readjustment of Lot Lines Procedures*. Please see the Draft Findings of Fact in Attachment B for the review of all requirements and standards. Where “N/A” is checked, the standard is not applicable as the standard applies to the creation of new subdivisions, new lots, or new infrastructure. The application does not create and new lots or any new subdivisions with necessary infrastructure. As no new development is proposed, no upgrades to existing utility infrastructure or right-of-way improvements are required.

The first proposed modification wishes to modify the building envelope located on Lot 4 to become a 90-degree angle rather than a rounded curve. Lot 4 is currently vacant, and any new development will be required to meet the dimensional standards for the Limited Residential (LR) zoning district.

The second proposed change is removal of plat note #9 from the original Creekbend Subdivision and replaced by plat note #12 on the subject application. Plat note #9 on the original Creekbend Subdivision stated, “A minimum 10 foot setback from the top of 2:1 cut slopes and any wall not designed to support structures or roadways is required for residential foundations and structures”. The proposed plat note #12 carries much of the same language but removes the portion requiring a 10 foot setback from 2:1 cut slopes. The City Engineer supports the removal of the required setback from 2:1 cut slopes as potential issues related to development in proximity to these slopes are checked during building permit review. Upon submittal of building permit, factors such as slope stability and closeness of building to slopes are reviewed by the City Engineer and Building Department to ensure there are no issues related to the structural stability off the proposed structure.

The last proposed modification is a removal of landscape easements to benefit the Creekbend Homeowners Association (HOA) on Lot 4 & Lot 5. The HOA has dissolved thereby transitioning their responsibility to the individual property owners and the Creekbend property owners have agreed to the removal of those landscape easements. Individual property owners will be responsible for maintaining the landscaping in these easements.

During department review, no concerns were raised by other city departments.

#### Financial Impact

There is no financial request to the City of Ketchum for the application and therefore no budget implications.

#### Attachments

- A. Creekbend Subdivision Lot Line Shift Application Submittal
- B. Draft Findings of Fact, Conclusions of Law, and Decision

Attachment A:  
Creekbend Subdivision Lot Line Shift  
Application Materials





**City of Ketchum  
Planning & Building**

OFFICIAL USE ONLY
File Number:
Date Received:
By:
Fee Paid:
Approved Date:
Denied Date:
By:

**Lot Line Shift Application**

OWNER INFORMATION	
Owner Name: See Attached for Owner Names	
Mailing Address: See Attached	
Phone:	
Email:	
PROJECT INFORMATION	
Name of Proposed Plat: Creekbend Subdivision Amended	
Representative of Owner: Mark E. Phillips	
Phone: 208-788-1705	
Mailing Address: 317 N. River St., Hailey, ID 83333	
Email: mark@galena-engineering.com	
Legal Land Description: See Attached for Legal Description of Land	
Project Address: 527, 529, 531, & 536 Broadway Ct., 101, 103, 105, & 107 River Run Ct.	
Number of Lots: 8, and Parcel A	Number of Units:
Total Land Area in Square Feet: 120,481 Sq. Ft. +/- (2.77 Ac. +/-)	Current Zoning District: Limited Residential
Overlay District: <input checked="" type="checkbox"/> Flood <input type="checkbox"/> Mountain <input type="checkbox"/> Avalanche	
Easements to be Dedicated on the Final Plat (Describe Briefly):	
No new easements are being dedicated, however, previously recorded easements are being preserved, with the access easement on Lot 4 being modified as shown.	
ATTACHMENTS	
Attachments Necessary to Complete Application:	
1. A copy of a current lot book guarantee and recorded deed to the subject property;	
2. One (1) copy of preliminary plat; and,	
3. A CD or email of an electronic (.pdf) of the plat.	

Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Lot Line Shift Application, in which the City of Ketchum is the prevailing party, to pay reasonable attorney fees, including attorney fees on appeal, and expenses of the City of Ketchum. I, the undersigned, certify that all information submitted with and upon this application form is true and accurate to the best of my knowledge and belief.

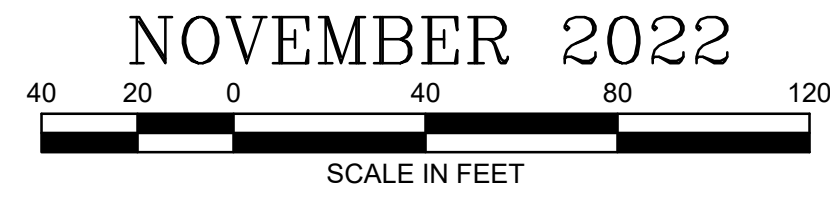
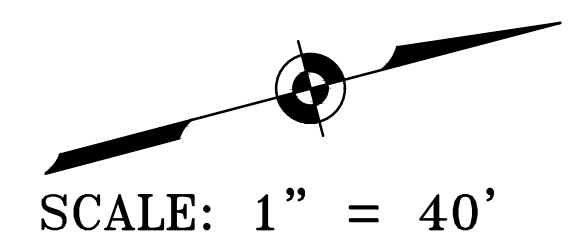
11/28/2022

Signature of Owner/Representative

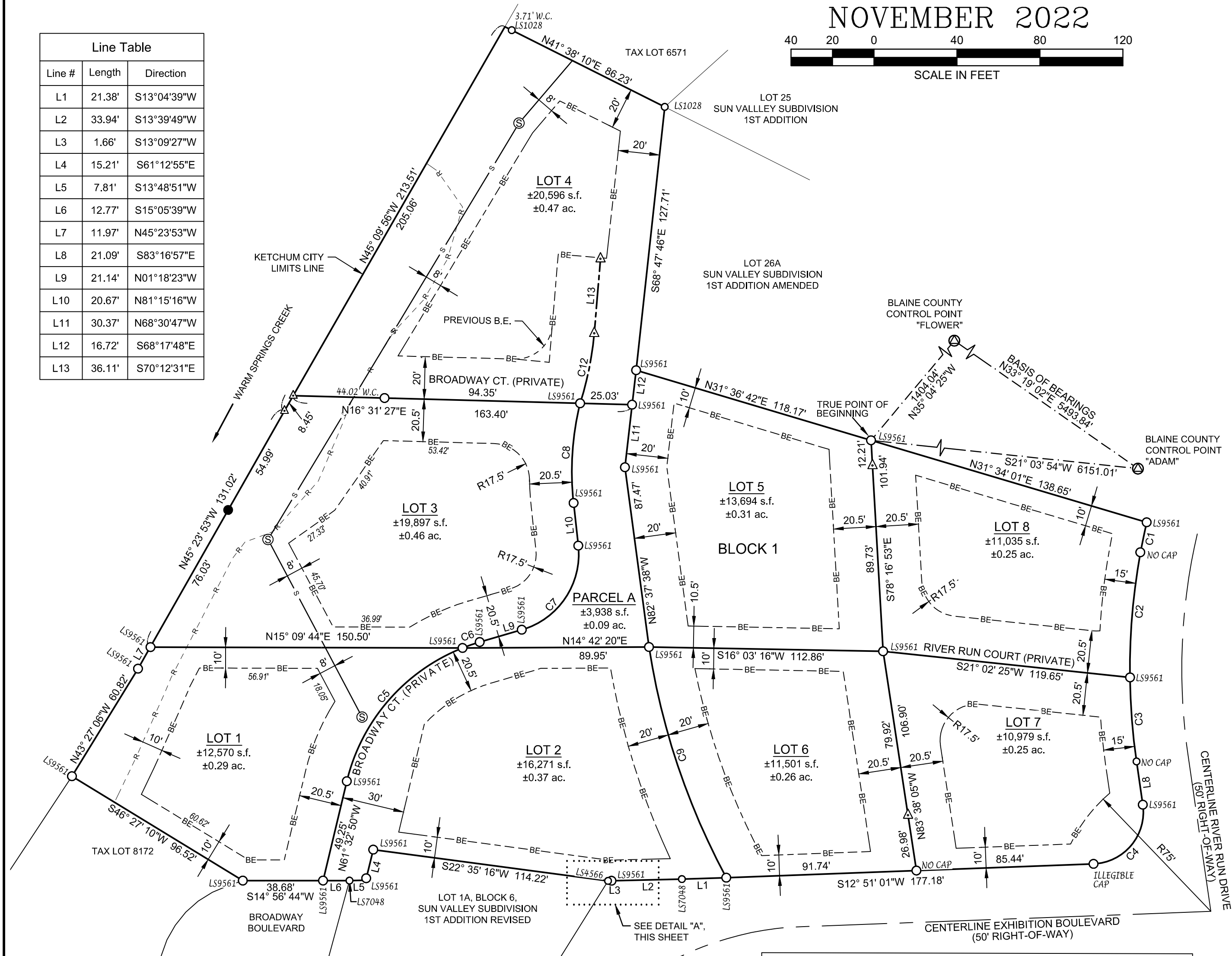
Date

# A PLAT SHOWING CREEKBEND SUBDIVISION AMENDED

WHEREIN NOTE 9 OF THE PLAT FOR CREEKBEND SUBDIVISION IS REMOVED AND THE  
BUILDING ENVELOPE AND ACCESS EASEMENT ON LOT 4 HAVE BEEN MODIFIED AS SHOWN  
LOCATED WITHIN SECTION 13, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO



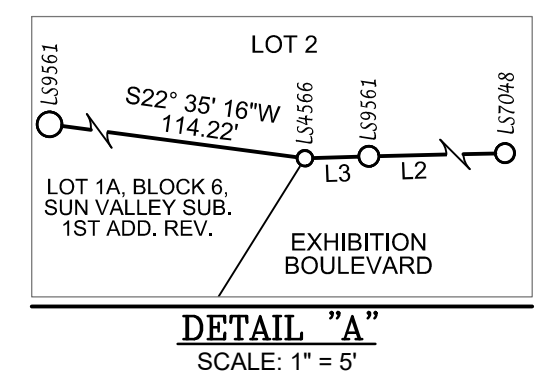
Line Table		
Line #	Length	Direction
L1	21.38'	S13°04'39"W
L2	33.94'	S13°39'49"W
L3	1.66'	S13°09'27"W
L4	15.21'	S61°12'55"E
L5	7.81'	S13°48'51"W
L6	12.77'	S15°05'39"W
L7	11.97'	N45°23'53"W
L8	21.09'	S83°16'57"E
L9	21.14'	N01°18'23"W
L10	20.67'	N81°15'16"W
L11	30.37'	N68°30'47"W
L12	16.72'	S68°17'48"E
L13	36.11'	S70°12'31"E



### SURVEY NARRATIVE & NOTES

- The purpose of this survey is to show the monuments found and set during the boundary retracement of Lots 4-8, and Parcel A, Block 1, Creekbend Subdivision, Lot 1A, Block 1 of Lot 1A, Block 1, Creekbend Subdivision and Revised Tax Lot 7617, Lot 2A, Block 1 of Lot 1A, Block 6, Sun Valley Subdivision, First Addition Revised and Lot 2A, Block 1, Creekbend Subdivision, Lot 3A, Block 1, of Lot 3A, Block 1, Creekbend Subdivision. The boundary shown is based on found lot corner monuments and the Plat of Creekbend Subdivision, Instrument Number 562392, a Plat showing Lot 3A, Block 1, Creekbend Subdivision, Instrument Number 651514, a Lot Line Shift Plat showing Lot 1A, Block 6, Sun Valley Subdivision, First Addition Revised and Lot 2A, Block 1, Creekbend Subdivision, Instrument Number 608160, a Plat showing Lot 1A, Block 1, Creekbend Subdivision and Revised Tax Lot 7617, Instrument Number 571545, all records of Blaine County, Idaho. All found monuments have been accepted. Additional documents used in the course of this survey include the Record of Survey showing Lot 4, Block 1, Creekbend Subdivision, Instrument Number 681777, all records of Blaine County, Idaho.
  - Grand Deed for Lot 1A, Block 1 of Lot 1A, Block 1, Creekbend Subdivision and Revised Tax Lot 7617, Instrument Number 578505
  - Warranty Deed for Lot 2A, Block 1 of Lot 1A, Block 6, Sun Valley Subdivision, First Addition Revised and Lot 2A, Block 1, Creekbend Subdivision, Instrument Number 660168
  - Warranty Deed for Lot 3A, Block 1 of Lot 3A, Block 1, Creekbend Subdivision, Instrument Number 657143
  - Quitclaim Deed for Lot 4A, Block 1 of Creekbend Subdivision, Instrument Number 691465
  - Warranty Deed for Lot 5, Block 1 of Creekbend Subdivision, Instrument Number 584155
  - Warranty Deed for Lot 6, Block 1 of Creekbend Subdivision, Instrument Number 599079
  - Warranty Deed for Lot 7, Block 1 of Creekbend Subdivision, Instrument Number 672237
  - Warranty Deed for Lot 8, Block 1 of Creekbend Subdivision, Instrument Number 663557
  - Quitclaim Deed for Lot 27B of A Lot Line Shift Plat Showing Lots 26A and 27B, Sun Valley Subdivision, First Addition, Instrument Number 672237
- The distances shown are measured. Refer to the above referenced documents for previous record data.
- The Title Commitment for the properties have been issued by Stewart Title Guaranty Company, File Numbers: 22457297, 22457299, 22457301, 22457302, with a Date of Policy of June 28, 2022 and File Number: 22457293, 22457291, 22457288, with a Date of Policy of June 27, 2022. Certain information contained in said title policies may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said title policies. All plottable encumbrances and easements listed in the title report are shown hereon. Review of specific documents is required, if further information is desired. No Title Report for Parcel A.
- Unless otherwise shown hereon, this survey does not purport to reflect any of the following which may be applicable to subject real property: natural hazards, encroachments, wetlands, easements, building setbacks, restrictive covenants, subdivision restrictions, zoning or any other land-use regulations.
- All utilities shall be installed underground.
- The private roads shown hereon are reserved for private access, snow storage, public utilities and landscaping to benefit Creekbend Subdivision Amended home owners and will be maintained by the home owners. Access from adjacent public streets to lots in this subdivision is limited to Broadway Court and River Run Court. No other ingress or egress shall be allowed. Building Envelopes are typically set 20.5' off of the centerline of the access easement line. The private access easement is 40' wide and centered on the same easement line.
- Height of buildings shall be calculated from record grade. A topographic survey of existing property record grade, for use in future building height calculations, is recorded under Instrument No. 562393, records of Blaine County, Idaho.
- Any landscaping proposed on public utility easements shall be approved by the City of Ketchum prior to installation.
- A 10 foot wide Fisherman's Easement is dedicated to the public along the northeasterly bank of Warm Springs Creek which shall shift with the bank as it moves. (Said Easement lies within the Riparian Zone Setback and Scenic Easement, as shown).
- A 25-foot wide Scenic Easement and Riparian Setback exists along the northeasterly bank of Warm Springs Creek within which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the river bank and to protect structures from damage or loss due to river bank erosion. Removal of trees or other vegetation is subject to approval by Ketchum Design Review.
- FLOODPLAIN NOTE:** Portions of this property are subject to flood hazard. The floodplain area designated on this plat is considered by the Owner, the City of Ketchum and Galena Engineering, Inc. as reasonable for regulatory purposes. However, neither the Owner, the City of Ketchum nor Galena Engineering, Inc. represents, guarantees, warrants or implies that areas outside the designated floodplain area are safe and free from floods or flood danger. Sheet flooding can and will occur and flooding may extend beyond the floodplain boundary lines identified hereon.
- A minimum 10 foot setback from any wall not designed to support structures or roadways is required for residential foundations and structures.
- Two additional off-street parking spaces shall be constructed on each lot.
- Property hereon is subject to the Covenants, Conditions & Restrictions (CC&R'S) as recorded under Instrument Number \_\_\_\_\_, records of Blaine County, Idaho, amending and replacing the previously recorded CC&R's recorded under Instrument Number 562394, records of Blaine County, Idaho.
- See Sheet 2 for legend and additional easements.

Curve Table						
Curve	Length	Radius	Delta	Tangent	Chord	Chord Direction
C1	14.79'	312.94'	2° 42' 30"	7.40'	14.79'	S63° 17' 24"E
C2	60.65'	312.94'	11° 06' 16"	30.42'	60.56'	S70° 11' 48"E
C3	40.64'	312.94'	7° 26' 29"	20.35'	40.61'	S79° 28' 10"E
C4	41.84'	25.00'	95° 53' 48"	27.72'	37.13'	N35° 13' 00"W
C5	88.38'	92.50'	54° 44' 44"	47.89'	85.06'	S34° 02' 38"E
C6	8.78'	92.50'	5° 26' 18"	4.39'	8.78'	S03° 57' 07"E
C7	53.06'	38.00'	80° 00' 23"	31.89'	48.86'	N41° 07' 46"W
C8	48.45'	139.00'	19° 58' 10"	24.47'	48.20'	S71° 13' 00"E
C9	117.84'	344.75'	19° 35' 05"	59.50'	117.27'	N86° 29' 42"E

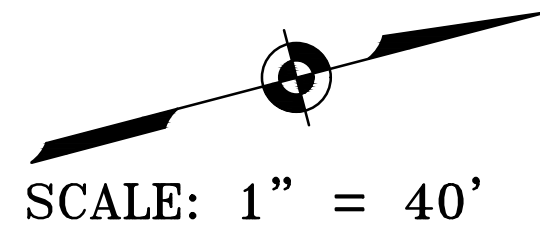


HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of disapproval.

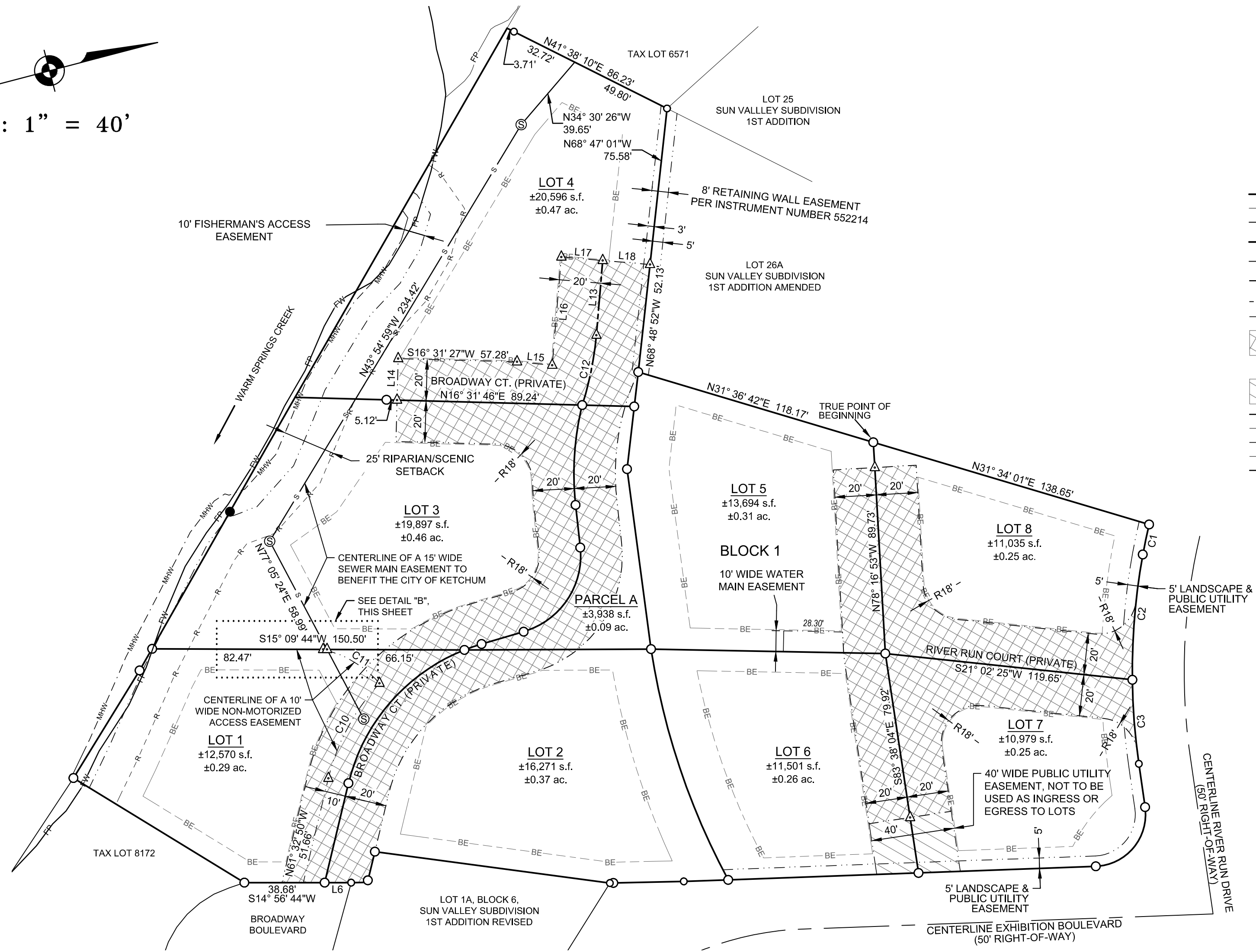
MARK E. PHILLIPS, P.L.S. 16670

CREEKBEND SUBDIVISION AMENDED  
GALENA ENGINEERING, INC. HAILEY, IDAHO  
SHEET 1 OF 5  
Job No. 7415-01

# A PLAT SHOWING CREEKBEND SUBDIVISION AMENDED JANUARY 2023

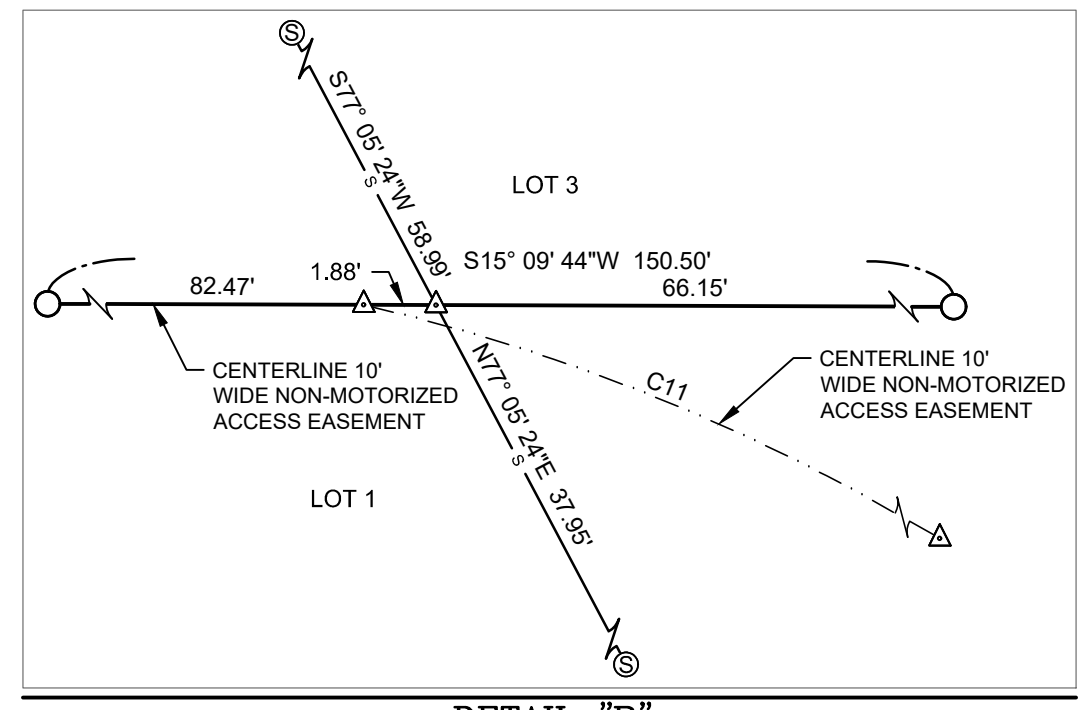


Line Table		
Line #	Length	Direction
L6	12.77'	S15°05'39"W
L9	21.14'	N01°18'23"W
L10	20.67'	N81°15'16"W
L13	36.11'	S70°12'31"E
L14	20.00'	N73°28'33"W
L15	16.99'	S20°31'27"W
L16	52.32'	S70°12'31"E
L17	20.00'	S19°47'29"W
L18	22.87'	S19°47'29"W



LEGEND	
	Property Line
	Adjoiner's Lot Line
	Centerline of Right of Way
	Centerline of Private Access Easement
	Building Envelope
	Centerline of 15' Wide Sewer Main Easement, to benefit the City of Ketchum
	Previous Building Envelope
	Easement, Type & Width as Shown
	40' Wide Public Utility, Private Access, Snow Storage & Landscaping Easement Centered on Adjoining Property Line. See Note 6.
	40' Wide Public Utility Easement
	GIS Tie Line
	Riparian/Scenic Setback
	Mean High Water Line
	Floodplain Line per FEMA 2010 study
	Floodway Line per FEMA 2010 study
	Found Aluminum Cap on 5/8" Rebar
	Found 5/8" Rebar
	Found 1/2" Rebar
	Calculated Point, Nothing Set
	Set 5/8" Rebar, P.L.S. 16670
	Cap Label on Survey Monument
	Sewer Manhole

Curve Table						
Curve	Length	Radius	Delta	Tangent	Chord	Chord Direction
C1	14.79'	312.94'	2° 42' 30"	7.40'	14.79'	S63° 17' 24"E
C2	60.65'	312.94'	11° 06' 16"	30.42'	60.56'	S70° 11' 48"E
C3	40.64'	312.94'	7° 26' 29"	20.35'	40.61'	S79° 28' 10"E
C5	88.38'	92.50'	54° 44' 44"	47.89'	85.06'	S34° 02' 38"E
C6	8.78'	92.50'	5° 26' 18"	4.39'	8.78'	S03° 57' 07"E
C7	53.06'	38.00'	80° 00' 23"	31.89'	48.86'	N41° 07' 46"W
C8	48.45'	139.00'	19° 58' 10"	24.47'	48.20'	S71° 13' 00"E
C10	52.58'	102.50'	29° 23' 30"	26.88'	52.01'	S46° 43' 14"E
C11	32.21'	51.85'	35° 35' 37"	16.64'	31.70'	S45° 54' 36"W
C12	34.44'	161.06'	12° 15' 08"	17.29'	34.38'	N63° 37' 13"W



MARK E. PHILLIPS, P.L.S. 16670

**CERTIFICATE OF OWNERSHIP**

This is to certify that the undersigned are the owners in fee simple of the following described parcels of land:

Parcels of land located within Section 13, T.4N., R.17E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

Lots 4-8, and Parcel A, Block 1, Creekbend Subdivision, Lot 1A, Block 1 of Lot 1A, Block 1, Creekbend Subdivision and Revised Tax Lot 7617, Lot 2A, Block 1 of Lot 1A, Block 6, Sun Valley Subdivision, First Addition Revised and Lot 2A, Block 1, Creekbend Subdivision, Lot 3A, Block 1, of Lot 3A, Block 1, Creekbend Subdivision.

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements. I do hereby certify that all lots in this plat will be eligible to receive water service from an existing water distribution system and that the existing water distribution system has agreed in writing to serve all of units shown within this plat.

It is the intent of the owners to hereby include said land in this plat.

Lot 1A, Block 1 of LOT 1A, BLOCK 1, CREEKBEND SUBDIVISION AND REVISED TAX LOT 7617  
RRLC L.L.C., a Idaho Limited Liability Company

Richard Waycott, Registered Agent  
RRLC L.L.C., a Idaho Limited Liability Company

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public in and for said State, personally appeared Richard Waycott, known or identified to me to be a Registered Agent of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for said State  
Residing in \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

Lot 2A, Block 1, of A LOT LINE SHIFT SHOWING LOT 1A, BLOCK 6, SUN VALLEY SUBDIVISION, FIRST ADDITION REVISED AND LOT 2A, BLOCK 1, CREEKBEND SUBDIVISION

The Germain Family Trust, Dated October 13, 2017

Perry M. Germain, Trustee

Adrienne E. Germain, Trustee

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_ 2022, before me, a Notary Public in and for said State, personally appeared Perry M. Germain, Trustee under The Germain Family Trust, dated October 13, 2017, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for said State  
Residing in \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_ 2022, before me, a Notary Public in and for said State, personally appeared Adrienne E. Germain, Trustee under The Germain Family Trust, dated October 13, 2017, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for said State  
Residing in \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

Lot 3A, Block 1 of LOT 3A, BLOCK 1, CREEKBEND SUBDIVISION  
Campbell 2005 Revocable Trust

John D. Campbell, Trustee

Jennifer L. Campbell, Trustee

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_ 2022, before me, a Notary Public in and for said State, personally appeared John D. Campbell, Trustee under the Campbell 2005 Revocable Trust, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for said State  
Residing in \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_ 2022, before me, a Notary Public in and for said State, personally appeared Jennifer L. Campbell, Trustee under the Campbell 2005 Revocable Trust, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for said State  
Residing in \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

Lot 4, Block 1 of CREEKBEND SUBDIVISION  
Steven J. Rivera Survivors Trust

\_\_\_\_\_  
Steven J. Rivera, Trustee

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public in and for said State, personally appeared Steven J. Rivera, Trustee under the Steven J. Rivera Survivors Trust, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for said State  
Residing in \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

Lot 5, Block 1 of CREEKBEND SUBDIVISION, AND Lot 6, Block 1 of CREEKBEND SUBDIVISION  
Robert Sarchett & Lorraine J. Sarchett

\_\_\_\_\_  
Robert Sarchett

\_\_\_\_\_  
Lorraine J. Sarchett

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public in and for said State, personally appeared Robert Sarchett & Lorraine J. Sarchett, husband and wife, known or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for said State  
Residing in \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

Lot 7, Block 1 of CREEKBEND SUBDIVISION  
Joshua Christian J. Thomas & Lauren N. Thomas, husband and wife

\_\_\_\_\_  
Christian J. Thomas

\_\_\_\_\_  
Lauren N. Thomas

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public in and for said State, personally appeared Joshua Christian J. Thomas & Lauren N. Thomas, husband and wife, known or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for said State  
Residing in \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

Parcel A, Block 1 of CREEKBEND SUBDIVISION

Steven J. Rivera Survivors Trust

\_\_\_\_\_  
Steven J. Rivera, Trustee

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public in and for said State, personally appeared Richard Waycott, known or identified to me to be a Registered Agent of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for said State  
Residing in \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

Lot 8, Block 1 of CREEKBEND SUBDIVISION

Stephen W. McCoid and Ann N. McCoid Family Trust, Dated April 12, 2002

\_\_\_\_\_  
Stephen W. McCoid, Trustee

\_\_\_\_\_  
Ann N. McCoid, Trustee

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_ 2022, before me, a Notary Public in and for said State, personally appeared Stephen W. McCoid, Trustee under the Stephen W. McCoid and Ann N. McCoid Family Trust, Dated April 12, 2002, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for said State

Residing in \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_ 2022, before me, a Notary Public in and for said State, personally appeared Ann N. McCoid, Trustee under the Stephen W. McCoid and Ann N. McCoid Family Trust, Dated April 12, 2002, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

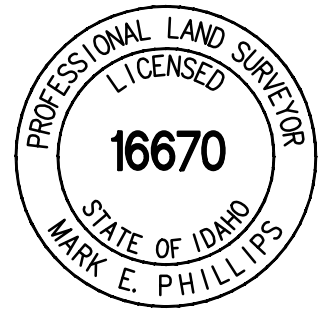
\_\_\_\_\_  
Notary Public in and for said State

Residing in \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

I, Mark E. Phillips, a duly Licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat is a true and accurate map of the land and points surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to Plats, Surveys, and Condominiums and the Corner Perpetuation and Filing Act, 55-1601 through 55-1612.



MARK E. PHILLIPS, P.L.S. 16670

**BLAINE COUNTY SURVEYOR'S APPROVAL**

I, Sam Young County Surveyor for Blaine County, Idaho, do hereby certify that I have checked the foregoing Plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating to Plats and Surveys.

\_\_\_\_\_  
Sam Young, P.L.S. 11577  
Blaine County Surveyor

**KETCHUM CITY COUNCIL CERTIFICATE**

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2022, this plat was duly accepted and approved.

\_\_\_\_\_  
Trent Donat, City Clerk, City of Ketchum

**KETCHUM CITY ENGINEER CERTIFICATE**

I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this \_\_\_\_ day of \_\_\_\_\_, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

\_\_\_\_\_  
Robyn Mattison, City Engineer, City of Ketchum

**KETCHUM CITY PLANNER CERTIFICATE**

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this \_\_\_\_ day of \_\_\_\_\_, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

\_\_\_\_\_  
Adam Crutcher, City of Ketchum

**BLAINE COUNTY TREASURER'S APPROVAL**

I, the undersigned County Treasurer in and for Blaine County, State of Idaho per the requirements of Idaho Code 50-1308, do hereby certify that any and all current and/or delinquent county property taxes for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

\_\_\_\_\_  
Blaine County Treasurer

\_\_\_\_\_  
Date

**BLAINE COUNTY RECORDER'S CERTIFICATE**

PROJECT INFORMATION:

Name of Owners:

Lot 1A, Block 1 of LOT 1A, BLOCK 1, CREEKBEND SUBDIVISION AND REVISED TAX LOT 7617, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 571545, records of Blaine County, Idaho.

RRLC LLC, an Idaho limited liability company  
PO Box 7071, Ketchum, ID83340  
[richardwaycottsv@gmail.com](mailto:richardwaycottsv@gmail.com)  
209-402-7707 (Richard)

Lot 2A, Block 1, of A LOT LINE SHIFT SHOWING LOT 1A, BLOCK 6, SUN VALLEY SUBDIVISION, FIRST ADDITION REVISED AND LOT 2A, BLOCK 1, CREEKBEND SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 608160, records of Blaine County, Idaho.

Perry M. Germain and Adrienne E. Germain, Trustees of The Germain Family Trust under agreement dated October 13, 2017.  
115 Fulton St., Palo Alto, CA 94301

Lot 3A, Block 1 of LOT 3A, BLOCK 1, CREEKBEND SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 651514, records of Blaine County, Idaho.

John D. Campbell and Jennifer L. Campbell, Trustees of the Campbell 2005 Revocable Trust.  
PO Box 4944, Ketchum, ID 83340.

Lot 4, Block 1 of CREEKBEND SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 562392, records of Blaine County, Idaho.

Steven J. Rivera Trustee of the Amended and Restated Trust Agreement of the Steven J. Rivera Survivors Trust.  
PO Box 483, Ketchum, ID 83340  
[srivera@maildiablo.com](mailto:srivera@maildiablo.com)  
925-639-3919 (Steve)

Lot 5, Block 1 of CREEKBEND SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 562392, records of Blaine County, Idaho.

Robert Sarchett and Lorraine Sarchett  
PO Box 1019, Sun Valley, 83353  
208-721-2277 (Robert)

Lot 6, Block 1 of CREEKBEND SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 562392, records of Blaine County, Idaho.

Robert Sarchett and Lorraine Sarchett  
PO Box 1019, Sun Valley, 83353  
208-721-2277 (Robert)

Lot 7, Block 1 of CREEKBEND SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 562392, records of Blaine County, Idaho.

Christian J. Thomas and Lauren N. Thomas, husband and wife, as community property with right of survivorship.  
142 Beacon Ln., Jupiter, FL 33469

Lot 8, Block 1 of CREEKBEND SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 562392, records of Blaine County, Idaho.

Stephen W. McCoid and Ann N. McCoid, Trustees of the Stephen W. McCoid and Ann N. McCoid Trust, dated April 12, 2002.  
11101 Enchanto Vista Dr., San Jose, CA 95127  
[steve.mccoid@outlook.com](mailto:steve.mccoid@outlook.com)  
408-316-6607 (Steve)

Parcel A, Block 1 of CREEKBEND SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 562392, records of Blaine County, Idaho.

Steven J. Rivera Trustee of the Amended and Restated Trust Agreement of the Steven J. Rivera Survivors Trust.  
PO Box 483, Ketchum, ID 83340  
[srivera@maildiablo.com](mailto:srivera@maildiablo.com)  
925-639-3919 (Steve)

Legal Description of Land: Lots 4-8, and Parcel A, Block 1, Creekbend Subdivision, Lot 1A, Block 1 of Lot 1A, Block 1, Creekbend Subdivision and Revised Tax Lot 7617, Lot 2A, Block 1 of Lot 1A, Block 6, Sun Valley Subdivision, First Addition Revised and Lot 2A, Block 1, Creekbend Subdivision, Lot 3A, Block 1, of Lot 3A, Block 1, Creekbend Subdivision.



RECORDING REQUESTED BY  
Petoulakis Jensen & Friedrich, LLP

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO:

Name **Matthew I. Friedrich, Esq.**  
Street **Petoulakis Jensen & Friedrich, LLP**  
Address **Post Office Box 92**  
City & State **Modesto, California 95353-0092**  
Zip  
Title Order No. \_\_\_\_\_ Escrow No. \_\_\_\_\_

**Instrument # 578505**

HAILEY, BLAINE, IDAHO  
6-23-2010 12:16:00 No. of Pages: 1  
Recorded for : RICHARD WAYCOTT  
JOLYNN DRAGE Fee: 3.00  
Ex-Officio Recorder Deputy  
Index to: GRANT DEED

*JB*

T 355 Legal (2-94)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Grant Deed**

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$ 0.00

unincorporated area  City of \_\_\_\_\_

Parcel No. \_\_\_\_\_

computed on full value of interest or property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RICHARD WAYCOTT and REBECCA WAYCOTT, Husband and Wife

hereby GRANT(S) to RRLC LLC, a Idaho Limited Liability Company

the following described real property in the unincorporated area of the county of Blaine, state of ~~California~~ Idaho:

Lot 1A, Block 1, Creekbend Subdivision as per map recorded October 1, 2009 as Instrument No. 571545 in the Official Records of Blaine County.

Dated 6-21-2010

*Richard Waycott*  
Richard Waycott

*Rebecca Waycott*  
Rebecca Waycott

STATE OF CALIFORNIA ~~Idaho~~  
COUNTY OF Blaine } s.s.  
On June 21, 2010 before me,

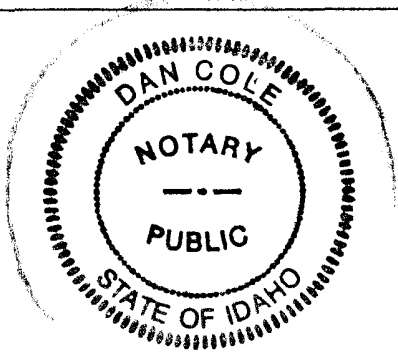
Dan Cole  
personally appeared Richard & Rebecca Waycott

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal  
*Dan Cole*  
Signature \_\_\_\_\_

Exp: Dec 13, 2010



(This area for notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE  
RRLC LLC Post Office Box 7071 Ketchum, ID 83340



WARRANTY DEED

FOR VALUE RECEIVED

Julie, LLC, an Idaho limited liability company

the Grantor, hereby grants, bargains, sells, conveys and warrants unto

Robert Sarchett and Lorraine J. Sarchett, husband and wife

the Grantee, whose current address is PO Box 1019, Sun Valley, ID 83353

the following described premises, to wit:

Lot 5, Block 1 of CREEKBEND SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 562392, Records of Blaine County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises, that said premises are free from all encumbrances and that the Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated this 11th day of January, 2011

Julie, LLC, an Idaho limited liability company

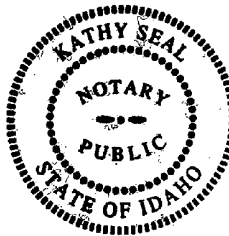
By: [Signature]  
Blue Dog Trust dated January 10, 2011, its managing member  
By: Thomas J. West, Trustee

STATE OF Idaho )  
) ss.  
COUNTY OF Blaine )

On this 11<sup>th</sup> day of January, 2011, before me, the undersigned, a Notary Public, in and for said State, personally appeared **Thomas J. West** known to me, on the basis of satisfactory evidence, to be the Trustee of **Blue Dog Trust dated January 10, 2011**, managing member of the Limited Liability Company that executed the instrument and the foregoing instrument was signed on behalf of said company by authority of consent of its members and acknowledged to me that he/she/they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

[Signature]  
Notary Public  
Resides at: Ketchum  
My commission expires: 7.29.2011



**WARRANTY DEED**

FOR VALUE RECEIVED

**Lola Girl, LLC, an Idaho Limited Liability Company**

the Grantor, hereby grants, bargains, sells, conveys and warrants unto

**Robert Sarchett and Lorraine J. Sarchett, husband and wife**

the Grantee, whose current address is PO Box 1019, Sun Valley, ID 83353


the following described premises, to wit:

Lot 6, Block 1 of CREEKBEND SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 562392, Records of Blaine County, Idaho.

**TO HAVE AND TO HOLD** the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises, that said premises are free from all encumbrances and that the Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated this 9th day of July, 2012

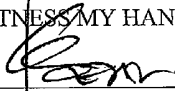
Lola Girl, LLC

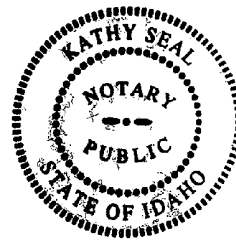
  
By: Blue Dog Trust dated January 10, 2011, its Member  
By: Thomas J. West, Trustee

STATE OF Idaho )  
 ) ss.  
COUNTY OF Blaine )

On this 10th day of July, 2012, before me, the undersigned, a Notary Public, in and for said State, personally appeared **Thomas J. West** known to me, on the basis of satisfactory evidence, to be the **Trustee of Blue Dog Trust, Member of the Limited Liability Company** that executed the instrument and the foregoing instrument was signed on behalf of said company by authority of consent of its members and acknowledged to me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

  
\_\_\_\_\_  
Notary Public  
Resides at: Ketchum  
My commission expires: July 26, 2017





**WARRANTY DEED**

For Value Received

Manuel Rivelo and Melissa Klebanoff Rivelo, Trustees of The Manuel and Melissa Rivelo Living Trust dated December 4, 2013,

the Grantor, hereby grants, bargains, sells, conveys and warrants unto

John D. Campbell and Jennifer L. Campbell, Trustees of the Campbell 2005 Revocable Trust

the Grantee, whose current address is: PO Box 986, Hailey, ID 83333

the following described premises, to-wit:

Lot 3A, Block 1 of LOT 3A, BLOCK 1, CREEKBEND SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 651514, Records of Blaine County, Idaho.

**SUBJECT TO:** Current General Taxes, a lien in the process of assessment, not yet due or payable. Easements, restrictions, reservations, provisions of record, and assessments, if any.

**TO HAVE AND TO HOLD** the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject to and those made, suffered or done by the Grantee; and subject to all existing patent reservations; restrictions in railroad deeds of record; easements and rights of way established and of record; protective covenants of record; zoning ordinances and applicable building codes, use restrictions, ordinances, laws and regulations of any governmental unit; general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable; and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated this 10 day of December, 2018.

THE MANUEL AND MELISSA RIVELLO LIVING TRUST DATED DECEMBER 4, 2013

\_\_\_\_\_  
Manuel Rivelo  
Trustee

\_\_\_\_\_  
Melissa Klebanoff Rivelo

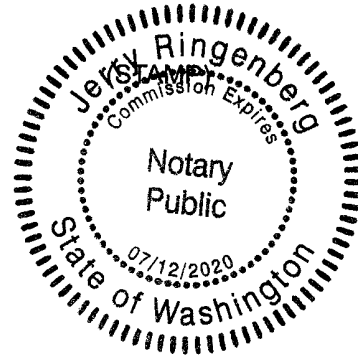
THIS AGREEMENT MAY BE EXECUTED IN COUNTERPART,  
AND AS EXECUTED SHALL CONSTITUTE ONE AGREEMENT.  
BONDING ON ALL PARTIES, EVEN THOUGH ALL THE  
PARTIES DO NOT SIGN THE ORIGINAL OR THE SAME  
COUNTERPART.

Trustee

State of Washington  
County of King

This record was acknowledged before me on 10<sup>th</sup> day of December, 2018, by Melissa Klebanoff Ravelo, as the Trustee(s) of Manuel Ravelo and Melissa Klebanoff Ravelo, Trustees of The Manuel and Melissa Ravelo Living Trust dated December 4, 2013.

Jerry Ringenberg  
Notary Public Jerry Ringenberg, Seattle WA  
My Commission Expires: 7/12/2020



---

## WARRANTY DEED

For Value Received

Manuel Rivelo and Melissa Klebanoff Rivelo, Trustees of The Manuel and Melissa Rivelo Living Trust dated December 4, 2013,

the Grantor, hereby grants, bargains, sells, conveys and warrants unto

John D. Campbell and Jennifer L. Campbell, Trustees of the Campbell 2005 Revocable Trust

the Grantee, whose current address is: PO Box 986, Hailey, ID 83333

the following described premises, to-wit:

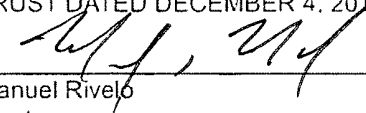
Lot 3A, Block 1 of LOT 3A, BLOCK 1, CREEKBEND SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 651514, Records of Blaine County, Idaho.

**SUBJECT TO:** Current General Taxes, a lien in the process of assessment, not yet due or payable. Easements, restrictions, reservations, provisions of record, and assessments, if any.

**TO HAVE AND TO HOLD** the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject to and those made, suffered or done by the Grantee; and subject to all existing patent reservations; restrictions in railroad deeds of record; easements and rights of way established and of record; protective covenants of record; zoning ordinances and applicable building codes, use restrictions, ordinances, laws and regulations of any governmental unit; general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable; and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated this 10 day of December, 2018.

THE MANUEL AND MELISSA RIVELLO LIVING  
TRUST DATED DECEMBER 4, 2013

  
\_\_\_\_\_  
Manuel Rivelo  
Trustee

\_\_\_\_\_  
Melissa Klebanoff Rivelo

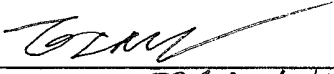
Blaine County Title, Inc. File Number: 1821278  
Warranty Deed - Trust  
Page 1 of 2

THIS AGREEMENT MAY BE EXECUTED IN COUNTERPART,  
AND AS EXECUTED SHALL CONSTITUTE ONE AGREEMENT.  
BONDING ON ALL PARTIES, EVEN THOUGH ALL THE  
PARTIES DO NOT SIGN THE ORIGINAL OR THE SAME  
COUNTERPART

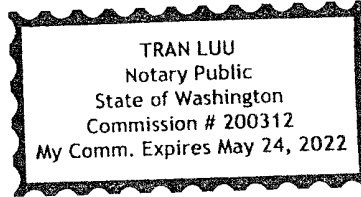
Trustee

State of Washington  
County of King

This record was acknowledged before me on 10 day of December, 2018, by Manuel Ravelo, as the Trustee(s) of Manuel Ravelo and Melissa Klebanoff Ravelo, Trustees of The Manuel and Melissa Ravelo Living Trust dated December 4, 2013.

  
\_\_\_\_\_  
Notary Public TRAN LUU  
My Commission Expires: May 24, 2022.

(STAMP)





491 N. Main Street, Suite 102  
Ketchum, ID 83340

**ELECTRONICALLY RECORDED-DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT**

File No. 682291 /TG

**Instrument # 660168**

HAILEY, BLAINE, IDAHO  
05-17-2019 1:59:37 PM No. of Pages: 3  
Recorded for: PIONEER TITLE COMPANY OF BLAINE COUNT  
JOLYNN DRAGE Fee: \$15.00  
Ex-Officio Recorder Deputy: GWB  
Electronically Recorded by Simplifile

**WARRANTY DEED**

For Value Received Richard Waycott and Rebecca Waycott, husband and wife  
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Perry M. Germain and Adrienne E. Germain, Trustees of The Germain Family Trust under agreement  
dated October 13, 2017

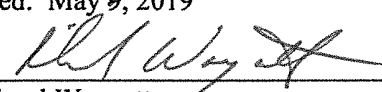
hereinafter referred to as Grantee, whose current address is 115 Fulton St Palo Alto, CA 94301

The following described premises, to-wit:

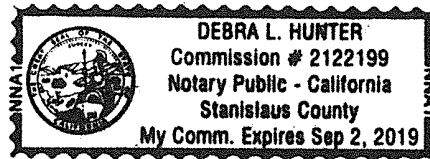
Lot 2A, Block 1 of Lot 1A, Block 6, Sun Valley Subdivision, First Addition Revised and Lot 2A,  
Block 1, Creekbend Subdivision, according to the official plat thereof, as recorded in the office of the  
County Recorder of Blaine County, Idaho, under recorder's Instrument No. 608160.


To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and  
Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the  
said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are  
free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those  
made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions,  
dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies,  
and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable,  
and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: May 9<sup>15 pm</sup>, 2019

  
Richard Waycott

  
Rebecca Waycott



 State of California, County of \_\_\_\_\_

This record was acknowledged before me on \_\_\_\_\_ by Richard Waycott.

\_\_\_\_\_  
Signature of notary public  
Commission Expires:

*See Attached California State Acknowledgement*



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

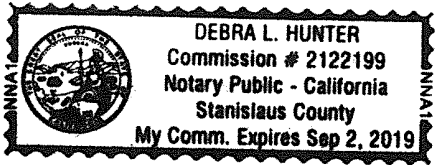
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Stanislaus )  
On May 15, 2019 before me, Debra L. Hunter,  
Date Here Insert Name and Title of the Officer  
personally appeared Richard Waycott  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Debra L. Hunter  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Warranty Deed Document Date: May 15, 2019

Number of Pages: 3 Signer(s) Other Than Named Above: Rebecca Waycott

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Richard Waycott

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: Self

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

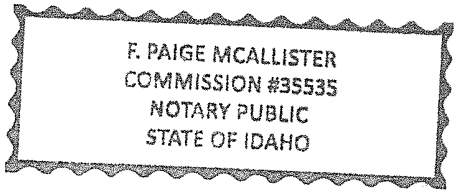
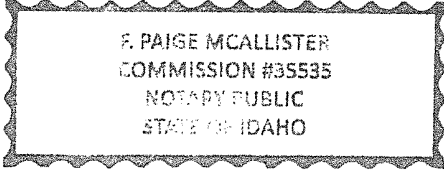
to be completed/ pending

State of Idaho, County of Blaine

This record was acknowledged before me on 5/17/19 by Rebecca Waycott.


*F. Paige McAllister*

Signature of notary public  
Commission Expires: 1/5/24



Order Number: 19343749

## **Sun Valley Title**

 A TitleOne Company

### **Warranty Deed**

For value received,

**James Victor "J.V." Brown, III and Antoinette "Toni" L. Brown, Co-Trustees, or Successors(s) in Trust, of the JVA Brown Joint Revocable Trust dated November 7, 2012, and any amendment(s) thereto, who acquired title as James Victor "J.V." Brown or Antoinette "Toni" Brown, Co-Trustees, or Successors(s) in Trust, of the JVA Brown Joint Trust dated November 7, 2012, and any amendment(s) thereto**

the grantor, does hereby grant, bargain, sell, and convey unto

**Stephen W. McCoid and Ann N. McCoid, Trustees of the Stephen W. McCoid and Ann N. McCoid Family Trust, dated April 12, 2002**

whose current address is 11101 Enchanto Vista Dr. San Jose, CA 95127

the grantee, the following described premises, in Blaine County, Idaho, to wit:

Lot 8, Block 1 of CREEKBEND SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 562392, records of Blaine County, Idaho.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Remainder of page intentionally left blank.

Order Number: 19343749

Warranty Deed - Page 1 of 2

Dated: September 24, 2019

JVA Brown Joint Revocable Trust

[Signature] - TRUSTEE

By: James Victor "J.V." Brown, III, Trustee

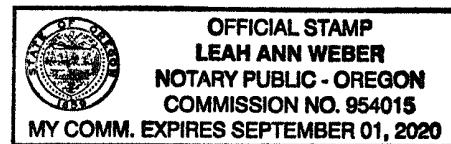
[Signature]  
By: Antoinette "Toni" L. Brown, Trustee

State of Oregon

County of Jackson, ss.

On this 27<sup>th</sup> day of September in the year of 2019, before me, the undersigned, a notary public in and for said state personally appeared James Victor "J.V." Brown, III and Antoinette "Toni" L. Brown, known or identified to me to be the persons whose names are subscribed to the within instrument, as trustee of James Victor "J.V." Brown, III and Antoinette "Toni" L. Brown, Co-Trustees, or Successors(s) in Trust, of the JVA Brown Joint Revocable Trust dated November 7, 2012, and any amendment(s) thereto and acknowledged to me that they executed the same as trustees.

[Signature]  
Notary Public  
Residing In: Ashland, Oregon  
My Commission Expires: September 01, 2020  
(seal)



**Instrument # 672237**

HAILEY, BLAINE, IDAHO  
08-24-2020 1:10:28 PM No. of Pages: 2  
Recorded for: TITLEONE - TWIN FALLS  
JOLYNN DRAGE Fee: \$15.00  
Ex-Officio Recorder Deputy: JB  
Electronically Recorded by Simplifile



Order Number: 20377345

**Warranty Deed**

For value received,

**Robert Winston Hall and Jenna Conwell Hall, husband and wife, as joint tenants**

the grantor, does hereby grant, bargain, sell, and convey unto

**Christian J. Thomas and Lauren N. Thomas, husband and wife, as community property with right of survivorship, an unmarried man**

whose current address is 142 Beacon Ln Jupiter, FL 33469

the grantee, the following described premises, in Blaine County, Idaho, to wit:

Lot 7, Block 1 of CREEKBEND SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 562392, records of Blaine County, Idaho.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Remainder of page intentionally left blank.

Order Number: 20377345

Warranty Deed - Page 1 of 2

Dated: August 17, 2020

*Robert Winston Hall*

Robert Winston Hall

*Jenna Conwell Hall*

Jenna Conwell Hall

State of Idaho, County of Blaine, ss.

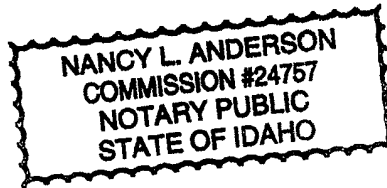
On this 18<sup>th</sup> day of August in the year of 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Winston Hall and Jenna Conwell Hall, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

*Nancy L. Anderson*

Notary Public

Residing In: *Halley, ID*

My Commission Expires: *10-27-2020*  
(seal)



THIS INSTRUMENT FILED FOR RECORD BY FIRST AMERICAN TITLE CO. AS AN ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS AFFECT UPON THE TITLE

Instrument # 691465

HAILEY, BLAINE, IDAHO  
02-15-2022 2:25:48 PM No. of Pages: 2  
Recorded for: FIRST AMERICAN TITLE - KETCHUM  
STEPHEN MCDUGALL GRAHAM Fee: \$15.00  
Ex-Officio Recorder Deputy: JB  
Electronically Recorded by Simplifile

AFTER RECORDING MAIL TO:

Space Above This Line for Recorder's Use Only

**QUITCLAIM DEED**

Date: 2/15/22

For Value Received STEVEN J. RIVERA, AS trustee of the STEVEN + MARYLYN RIVERA TRUST DATED Feb. 28, 2001 who acquired title AS trustee of the STEVEN + MARYLYN RIVERA TRUST DATED Feb. 28, 2021 do(es) hereby convey, release, remise, and forever quit claim unto, STEVEN J. RIVERA TRUSTEE 2021 of the Amended and RESTATED Trust Agreement of the STEVEN J. RIVERA SURVIVORS TRUST. whose address is,

PO BOX 483, Ketchum, Idaho 83340

herein after called the Grantee, the following described premises situated in BLAINE

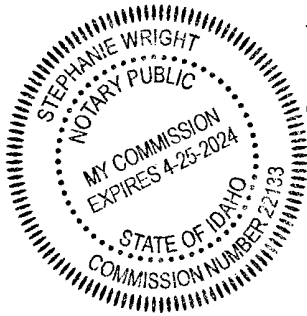
County, Idaho, to-wit: LOT 4 Block 1 of creekbend subdivision according to the official plat thereof, recorded as Instrument NO 562392 RECORDS OF BLAINE CO., IDAHO

together with its appurtenances.

Steven J. Rivera, trustee  
STEVEN J. RIVERA, trustee

STATE OF Idaho )  
COUNTY OF Blaine )  
ss.

On this 2-15-2021, before me, a Notary Public in and for said State, personally appeared Steven J. Rivera, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same, as Trustee of the Steven & Marilyn Rivera Trust dated February 28 2001.



Stephanie Wright  
Notary Public of Idaho  
Residing at: Belleuve Id  
Commission Expires: 4-25-24





**CLTA GUARANTEE**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY  
A CORPORATION, HEREIN CALLED THE COMPANY

**SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.**

**GUARANTEES**

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

**Dated: June 27, 2022**

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:


\_\_\_\_\_  
Authorized Countersignature

\_\_\_\_\_  
TitleOne  
Company Name

\_\_\_\_\_  
271 1st Ave North  
PO Box 2365  
Ketchum, ID 83340  
\_\_\_\_\_  
City, State



  
\_\_\_\_\_  
Frederick H. Eppinger  
President and CEO

  
\_\_\_\_\_  
David Hisey  
Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

## GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** - The following terms when used in the Guarantee mean:
  - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
  - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
  - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
  - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
  - (e) "date": the effective date.
2. **Exclusions from Coverage of this Guarantee** - The Company assumes no liability for loss or damage by reason of the following:
  - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
  - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
  - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
  - (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.  
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claim to be Given by Assured Claimant** - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
  - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
  - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
  - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
  - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
6. **Proof of Loss or Damage** - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
7. **Options to Pay or Otherwise Settle Claims: Termination of Liability** - In case of a claim under this Guarantee, the Company shall have the following additional options:
  - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

## GUARANTEE CONDITIONS AND STIPULATIONS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

- 8. Determination and Extent of Liability** - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- the amount of liability stated in Schedule A;
- the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

**9. Limitation of Liability**

- If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

- 10. Reduction of Liability or Termination of Liability** - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

**11. Payment Loss**

- No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

- 12. Subrogation Upon Payment or Settlement** - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

- 13. Arbitration** - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

**14. Liability Limited to This Guarantee; Guarantee Entire Contract**

- This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- No amendment or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

- 15. Notices, Where Sent** - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P. O. Box 2029, Houston, TX 77252-2029.

**LOT BOOK GUARANTEE**  
**Issued By**  
**Stewart Title Guaranty Company**

**SCHEDULE A**

**File No.** 22457288  
**State:** ID  
**County:** Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-0000446838248	\$1,000.00	June 27, 2022 at 7:30 a.m.	\$140.00

**Name of Assured:**  
Galena Engineering

The assurances referred to on the face page hereof are:

1. That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

Lot 7, Block 1 of CREEKBEND SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 562392, records of Blaine County, Idaho.

2. The last recorded instrument purporting to transfer title to said land is:

Deed Type: Warranty Deed  
Grantors: Robert Winston Hall and Jenna Conwell Hall, husband and wife, as joint tenants  
Grantees: Christian J. Thomas and Lauren N. Thomas, husband and wife, as community property with right of survivorship  
Recorded Date: August 24, 2020  
Instrument: 672237  
[Click here to view](#)

3. There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.
4. There are no (homesteads, agreements to convey, attachments, notices of non-responsibility, notices of completion, tax deeds) which purport to affect title to said land, other than shown below under Exceptions.
5. No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.
6. No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

**EXCEPTIONS:**

1. NOTE: According to the available records, the purported address of the land referenced herein is:

101 River Run Ct, Ketchum, ID 83340

2. Taxes for the year 2021 are paid in full.

Parcel Number: [RPK04380010070](#)

Original Amount: \$2,706.78

3. Taxes, including any assessments collected therewith, for the year 2022 which are a lien not yet due and payable.

4. The land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.

5. Liens, levies, and assessments of the Creekbend Homeowners Association, Inc.

6. Easements, reservations, restrictions, and dedications as shown on the official plat of [Sun Valley Subdivision First Addition](#).
7. Easements, reservations, restrictions, and dedications as shown on the official plat of [Lot 27 Amended, Sun Valley Subdivision First Addition](#).
8. Easements, reservations, restrictions, and dedications as shown on the official plat of [Lots 26A and 27B, Sun Valley Subdivision First Addition](#).
9. Easements, reservations, restrictions, and dedications as shown on the official plat of [Creekbend Subdivision](#).
10. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded March 21, 1887 in Book 1 of Patents, at Page [189](#), records of Blaine County, Idaho.
11. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
12. Exceptions and Reservations as contained in a/an Warranty Deed.  
Executed by: Owen Simpson and Josephine Simpson, husband and wife  
Purpose: General building restrictions  
Recorded: October 28, 1958  
Instrument No.: [111650](#), records of Blaine County, Idaho.
13. An easement for the purpose shown below and rights incidental thereto as set forth in a document.  
Granted to: Idaho Power Company  
Purpose: Public Utilities  
Recorded: January 4, 1960  
Instrument No.: [113477](#), records of Blaine County, Idaho.
14. Exceptions and Reservations as contained in a/an Warranty Deed.  
Executed by: Owen Simpson and Josephine Simpson, husband and wife  
Purpose: General building restrictions  
Recorded: August 8, 1960  
Instrument No.: [114246](#), records of Blaine County, Idaho.
15. Terms and conditions contained in a/an Reciprocal Retaining Wall Easements by and between Kathleen Phelan, also known as Kathleen Britt, a married woman as her sole and separate property and Warm Springs Creek Neighbors, LLC, an Idaho limited liability company.  
Recorded: October 9, 2007  
Instrument No.: [552214](#), records of Blaine County, Idaho.
16. All matters, and any rights, easements, interests or claims as disclosed by a Topographic Survey showing Lot 26, 27 Amended Sun Valley 1st Addition and T.L. 3172, 3217, 6572, recorded October 22, 2008 as Instrument No. [562393](#), records of Blaine County, Idaho.
17. Terms, provisions, covenants, conditions, restrictions and easements provided in a Declaration of Covenants, Conditions and Restrictions, but omitting any covenants, conditions or restrictions, if any, to the extent that such violates 42 USC 3604 (c) or any other ordinance, statute or regulation.  
Recorded: October 22, 2008  
Instrument No.: [562394](#), records of Blaine County, Idaho.

**Sun Valley Title**  
By:



**Nick Busdon, Authorized Signatory**

**JUDGMENT AND TAX LIEN GUARANTEE**

Issued By  
Stewart Title Guaranty Company

**SCHEDULE A**

**Amount of Liability:** \$1,000.00

**Fee Amount:** \$0.00

**Guarantee No.:** G-0000446838248

**Name of Assured:** Galena Engineering

**Date of Guarantee:** June 27, 2022

That, according to the indices of the County Recorder of Blaine County, State of ID, for a period of 10 years immediately prior to the date hereof, there are no

- \* Federal Tax Liens
- \* Abstracts of Judgment, or
- \* Certificates of State Tax Liens

filed, or recorded against the herein named parties, other than those for which a release appears in said indices and other than those shown under Exceptions.

The parties referred to in this guarantee are as follows:

Christian J. Thomas and Lauren N. Thomas, husband and wife, as community property with right of survivorship

Sun Valley Title

By:



Nick Busdon, Authorized Signatory

SCHEDULE B

Exceptions:

NONE



**CLTA GUARANTEE**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY  
A CORPORATION, HEREIN CALLED THE COMPANY

**SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.**

**GUARANTEES**

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

**Dated: June 27, 2022**

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:


\_\_\_\_\_  
Authorized Countersignature

\_\_\_\_\_  
TitleOne  
Company Name

\_\_\_\_\_  
271 1st Ave North  
PO Box 2365  
Ketchum, ID 83340  
\_\_\_\_\_  
City, State



  
\_\_\_\_\_  
Frederick H. Eppinger  
President and CEO

  
\_\_\_\_\_  
David Hisey  
Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.



## GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** - The following terms when used in the Guarantee mean:
  - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
  - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
  - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
  - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
  - (e) "date": the effective date.
2. **Exclusions from Coverage of this Guarantee** - The Company assumes no liability for loss or damage by reason of the following:
  - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
  - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
  - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
  - (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.  
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claim to be Given by Assured Claimant** - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
  - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
  - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
  - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
  - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
6. **Proof of Loss or Damage** - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
7. **Options to Pay or Otherwise Settle Claims: Termination of Liability** - In case of a claim under this Guarantee, the Company shall have the following additional options:
  - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

## GUARANTEE CONDITIONS AND STIPULATIONS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

- (b) **To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.**

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

- 8. Determination and Extent of Liability** - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

**9. Limitation of Liability**

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

- 10. Reduction of Liability or Termination of Liability** - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

**11. Payment Loss**

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

- 12. Subrogation Upon Payment or Settlement** - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

- 13. Arbitration** - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

**14. Liability Limited to This Guarantee; Guarantee Entire Contract**

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

- 15. Notices, Where Sent** - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P. O. Box 2029, Houston, TX 77252-2029.

**LOT BOOK GUARANTEE**  
Issued By  
**Stewart Title Guaranty Company**

**SCHEDULE A**

**File No.** 22457291  
**State:** ID  
**County:** Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-0000447094628	\$1,000.00	June 27, 2022 at 7:30 a.m.	\$140.00

**Name of Assured:**  
Galena Engineering

The assurances referred to on the face page hereof are:

1. That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

Lot 6, Block 1 of CREEKBEND SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 562392, records of Blaine County, Idaho.

2. The last recorded instrument purporting to transfer title to said land is:

Deed Type: Warranty Deed  
Grantors: Lola Girl, LLC, an Idaho limited liability company  
Grantees: Robert Sarchett and Lorraine Sarchett, husband and wife  
Recorded Date: July 10, 2012  
Instrument: 599079  
[Click here to view](#)

3. There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.
4. There are no (homesteads, agreements to convey, attachments, notices of non-responsibility, notices of completion, tax deeds) which purport to affect title to said land, other than shown below under Exceptions.
5. No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.
6. No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

**EXCEPTIONS:**

1. NOTE: According to the available records, the purported address of the land referenced herein is:

103 River Run Ct, Ketchum, ID 83340

2. Taxes for the year 2021 are paid in full.

Parcel Number: [RPK04380010060](#)

Original Amount: \$2,932.36

3. Taxes, including any assessments collected therewith, for the year 2022 which are a lien not yet due and payable.

4. The land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.

5. Liens, levies, and assessments of the Creekbend Homeowners Association, Inc.
6. Easements, reservations, restrictions, and dedications as shown on the official plat of [Sun Valley Subdivision First Addition](#).
7. Easements, reservations, restrictions, and dedications as shown on the official plat of [Lot 27 Amended, Sun Valley Subdivision First Addition](#).
8. Easements, reservations, restrictions, and dedications as shown on the official plat of [Lots 26A and 27B, Sun Valley Subdivision First Addition](#).
9. Easements, reservations, restrictions, and dedications as shown on the official plat of [Creekbend Subdivision](#).
10. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded March 21, 1887 in Book 1 of Patents, at Page [189](#), records of Blaine County, Idaho.
11. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
12. Exceptions and Reservations as contained in a/an Warranty Deed.  
Executed by: Owen Simpson and Josephine Simpson, husband and wife  
Purpose: General building restrictions  
Recorded: October 28, 1958  
Instrument No.: [111650](#), records of Blaine County, Idaho.
13. An easement for the purpose shown below and rights incidental thereto as set forth in a document.  
Granted to: Idaho Power Company  
Purpose: Public Utilities  
Recorded: January 4, 1960  
Instrument No.: [113477](#), records of Blaine County, Idaho.
14. Exceptions and Reservations as contained in a/an Warranty Deed.  
Executed by: Owen Simpson and Josephine Simpson, husband and wife  
Purpose: General building restrictions  
Recorded: August 8, 1960  
Instrument No.: [114246](#), records of Blaine County, Idaho.
15. Terms and conditions contained in a/an Reciprocal Retaining Wall Easements by and between Kathleen Phelan, also known as Kathleen Britt, a married woman as her sole and separate property and Warm Springs Creek Neighbors, LLC, an Idaho limited liability company.  
Recorded: October 9, 2007  
Instrument No.: [552214](#), records of Blaine County, Idaho.
16. All matters, and any rights, easements, interests or claims as disclosed by a Topographic Survey showing Lot 26, 27 Amended Sun Valley 1st Addition and T.L. 3172, 3217, 6572, recorded October 22, 2008 as Instrument No. [562393](#), records of Blaine County, Idaho.
17. Terms, provisions, covenants, conditions, restrictions and easements provided in a Declaration of Covenants, Conditions and Restrictions, but omitting any covenants, conditions or restrictions, if any, to the extent that such violates 42 USC 3604 (c) or any other ordinance, statute or regulation.  
Recorded: October 22, 2008  
Instrument No.: [562394](#), records of Blaine County, Idaho.

**Sun Valley Title**  
By:



**Nick Busdon, Authorized Signatory**

**JUDGMENT AND TAX LIEN GUARANTEE**

Issued By  
Stewart Title Guaranty Company

**SCHEDULE A**

**Amount of Liability:** \$1,000.00

**Fee Amount:** \$0.00

**Guarantee No.:** G-0000447094628

**Name of Assured:** Galena Engineering

**Date of Guarantee:** June 27, 2022

That, according to the indices of the County Recorder of Blaine County, State of ID, for a period of 10 years immediately prior to the date hereof, there are no

- \* Federal Tax Liens
- \* Abstracts of Judgment, or
- \* Certificates of State Tax Liens

filed, or recorded against the herein named parties, other than those for which a release appears in said indices and other than those shown under Exceptions.

The parties referred to in this guarantee are as follows:

Robert Sarchett and Lorraine Sarchett, husband and wife

Sun Valley Title  
By:



Nick Busdon, Authorized Signatory

SCHEDULE B

Exceptions:

NONE



**CLTA GUARANTEE**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY  
A CORPORATION, HEREIN CALLED THE COMPANY

**SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.**

**GUARANTEES**

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

**Dated: June 27, 2022**

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:


\_\_\_\_\_  
Authorized Countersignature

\_\_\_\_\_  
TitleOne  
Company Name

\_\_\_\_\_  
271 1st Ave North  
PO Box 2365  
Ketchum, ID 83340  
\_\_\_\_\_  
City, State



  
\_\_\_\_\_  
Frederick H. Eppinger  
President and CEO

  
\_\_\_\_\_  
David Hisey  
Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

## GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** - The following terms when used in the Guarantee mean:
  - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
  - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
  - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
  - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
  - (e) "date": the effective date.
2. **Exclusions from Coverage of this Guarantee** - The Company assumes no liability for loss or damage by reason of the following:
  - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
  - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
  - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
  - (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.  
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claim to be Given by Assured Claimant** - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
  - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
  - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
  - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
  - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
6. **Proof of Loss or Damage** - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
7. **Options to Pay or Otherwise Settle Claims: Termination of Liability** - In case of a claim under this Guarantee, the Company shall have the following additional options:
  - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.



## GUARANTEE CONDITIONS AND STIPULATIONS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

- 8. Determination and Extent of Liability** - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- the amount of liability stated in Schedule A;
- the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

**9. Limitation of Liability**

- If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

- 10. Reduction of Liability or Termination of Liability** - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

**11. Payment Loss**

- No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

- 12. Subrogation Upon Payment or Settlement** - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

- 13. Arbitration** - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

**14. Liability Limited to This Guarantee; Guarantee Entire Contract**

- This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- No amendment or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

- 15. Notices, Where Sent** - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P. O. Box 2029, Houston, TX 77252-2029.

**LOT BOOK GUARANTEE**  
Issued By  
**Stewart Title Guaranty Company**

**SCHEDULE A**

**File No.** 22457293  
**State:** ID  
**County:** Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-0000447186028	\$1,000.00	June 27, 2022 at 7:30 a.m.	\$140.00

**Name of Assured:**  
Galena Engineering

The assurances referred to on the face page hereof are:

1. That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

Lot 5, Block 1 of CREEKBEND SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 562392, records of Blaine County, Idaho.

2. The last recorded instrument purporting to transfer title to said land is:

Deed Type: Warranty Deed  
Grantors: Julie, LLC, an Idaho limited liability company  
Grantees: Robert Sarchett and Lorraine Sarchett, husband and wife  
Recorded Date: January 11, 2011  
Instrument: 584155  
[Click here to view](#)

3. There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.
4. There are no (homesteads, agreements to convey, attachments, notices of non-responsibility, notices of completion, tax deeds) which purport to affect title to said land, other than shown below under Exceptions.
5. No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.
6. No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

**EXCEPTIONS:**

1. NOTE: According to the available records, the purported address of the land referenced herein is:

105 River Run Ct, Ketchum, ID 83340

2. Taxes for the year 2021 are paid in full.

Parcel Number: [RPK04380010050](#)

Original Amount: \$6,449.20

3. Taxes, including any assessments collected therewith, for the year 2022 which are a lien not yet due and payable.

4. The land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.

5. Liens, levies, and assessments of the Creekbend Homeowners Association, Inc.
6. Easements, reservations, restrictions, and dedications as shown on the official plat of [Sun Valley Subdivision First Addition](#).
7. Easements, reservations, restrictions, and dedications as shown on the official plat of [Lot 27 Amended, Sun Valley Subdivision First Addition](#).
8. Easements, reservations, restrictions, and dedications as shown on the official plat of [Lots 26A and 27B, Sun Valley Subdivision First Addition](#).
9. Easements, reservations, restrictions, and dedications as shown on the official plat of [Creekbend Subdivision](#).
10. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded March 21, 1887 in Book 1 of Patents, at Page [189](#), records of Blaine County, Idaho.
11. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
12. Exceptions and Reservations as contained in a/an Warranty Deed.  
Executed by: Owen Simpson and Josephine Simpson, husband and wife  
Purpose: General building restrictions  
Recorded: October 28, 1958  
Instrument No.: [111650](#), records of Blaine County, Idaho.
13. An easement for the purpose shown below and rights incidental thereto as set forth in a document.  
Granted to: Idaho Power Company  
Purpose: Public Utilities  
Recorded: January 4, 1960  
Instrument No.: [113477](#), records of Blaine County, Idaho.
14. Exceptions and Reservations as contained in a/an Warranty Deed.  
Executed by: Owen Simpson and Josephine Simpson, husband and wife  
Purpose: General building restrictions  
Recorded: August 8, 1960  
Instrument No.: [114246](#), records of Blaine County, Idaho.
15. Terms and conditions contained in a/an Reciprocal Retaining Wall Easements by and between Kathleen Phelan, also known as Kathleen Britt, a married woman as her sole and separate property and Warm Springs Creek Neighbors, LLC, an Idaho limited liability company.  
Recorded: October 9, 2007  
Instrument No.: [552214](#), records of Blaine County, Idaho.
16. All matters, and any rights, easements, interests or claims as disclosed by a Topographic Survey showing Lot 26, 27 Amended Sun Valley 1st Addition and T.L. 3172, 3217, 6572, recorded October 22, 2008 as Instrument No. [562393](#), records of Blaine County, Idaho.
17. Terms, provisions, covenants, conditions, restrictions and easements provided in a Declaration of Covenants, Conditions and Restrictions, but omitting any covenants, conditions or restrictions, if any, to the extent that such violates 42 USC 3604 (c) or any other ordinance, statute or regulation.  
Recorded: October 22, 2008  
Instrument No.: [562394](#), records of Blaine County, Idaho.

Sun Valley Title  
By:



Nick Busdon, Authorized Signatory

**JUDGMENT AND TAX LIEN GUARANTEE**

Issued By  
Stewart Title Guaranty Company

**SCHEDULE A**

**Amount of Liability:** \$1,000.00

**Fee Amount:** \$0.00

**Guarantee No.:** G-0000447186028

**Name of Assured:** Galena Engineering

**Date of Guarantee:** June 27, 2022

That, according to the indices of the County Recorder of Blaine County, State of ID, for a period of 10 years immediately prior to the date hereof, there are no

- \* Federal Tax Liens
- \* Abstracts of Judgment, or
- \* Certificates of State Tax Liens

filed, or recorded against the herein named parties, other than those for which a release appears in said indices and other than those shown under Exceptions.

The parties referred to in this guarantee are as follows:

Robert Sarchett and Lorraine Sarchett, husband and wife

Sun Valley Title  
By:



Nick Busdon, Authorized Signatory

SCHEDULE B

Exceptions:

NONE



**CLTA GUARANTEE**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY  
A CORPORATION, HEREIN CALLED THE COMPANY

**SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.**

**GUARANTEES**

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

**Dated: June 28, 2022**

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:


\_\_\_\_\_  
Authorized Countersignature

\_\_\_\_\_  
TitleOne  
Company Name

\_\_\_\_\_  
271 1st Ave North  
PO Box 2365  
Ketchum, ID 83340  
\_\_\_\_\_  
City, State



  
\_\_\_\_\_  
Frederick H. Eppinger  
President and CEO

  
\_\_\_\_\_  
David Hisey  
Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

## GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** - The following terms when used in the Guarantee mean:
  - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
  - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
  - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
  - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
  - (e) "date": the effective date.
2. **Exclusions from Coverage of this Guarantee** - The Company assumes no liability for loss or damage by reason of the following:
  - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
  - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
  - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
  - (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.  
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claim to be Given by Assured Claimant** - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
  - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
  - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
  - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
  - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
6. **Proof of Loss or Damage** - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
7. **Options to Pay or Otherwise Settle Claims: Termination of Liability** - In case of a claim under this Guarantee, the Company shall have the following additional options:
  - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

## GUARANTEE CONDITIONS AND STIPULATIONS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

- (b) **To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.**

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

- 8. Determination and Extent of Liability** - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- the amount of liability stated in Schedule A;
- the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

**9. Limitation of Liability**

- If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

- 10. Reduction of Liability or Termination of Liability** - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

**11. Payment Loss**

- No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

- 12. Subrogation Upon Payment or Settlement** - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

- 13. Arbitration** - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

**14. Liability Limited to This Guarantee; Guarantee Entire Contract**

- This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- No amendment or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

- 15. Notices, Where Sent** - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P. O. Box 2029, Houston, TX 77252-2029.



**LOT BOOK GUARANTEE**  
**Issued By**  
**Title Resources Guaranty Company**

**SCHEDULE A**

**File No.** 22457297  
**State:** ID  
**County:** Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-0000449223438	\$1,000.00	June 28, 2022 at 7:30 a.m.	\$140.00

**Name of Assured:**  
Galena Engineering

The assurances referred to on the face page hereof are:

1. That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

Lot 8, Block 1 of CREEKBEND SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 562392, records of Blaine County, Idaho.

2. The last recorded instrument purporting to transfer title to said land is:

Deed Type: Warranty Deed

Grantors: James Victor "J.V." Brown, III and Antoinette "Toni" L. Brown, Co-Trustees, or Successor(s) in Trust, of the JVA Brown Joint Revocable Trust dated November 7, 2012, and any amendment(s) thereto, who acquired title as James Victor "J.V." Brown or Antoinette "Toni" Brown, Co-Trustees, or Successor(s) in Trust, of the JVA Brown Joint Trust dated November 7, 2012, and any amendment(s) thereto  
Grantees: Stephen W. McCoid and Ann N. McCoid, Trustees of the Stephen W. McCoid and Ann N. McCoid Trust, dated April 12, 2002  
Recorded Date: September 30, 2019

Instrument: 663557

[Click here to view](#)

3. There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.
4. There are no (homesteads, agreements to convey, attachments, notices of non-responsibility, notices of completion, tax deeds) which purport to affect title to said land, other than shown below under Exceptions.
5. No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.
6. No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

**EXCEPTIONS:**

1. NOTE: According to the available records, the purported address of the land referenced herein is:

107 River Run Ct, Ketchum, ID 83340

2. Taxes for the year 2021 are paid in full.

Parcel Number: [RPK04380010080](#)

Original Amount: \$1,027.94

3. Taxes, including any assessments collected therewith, for the year 2022 which are a lien not yet due and payable.

4. The land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.
5. Liens, levies, and assessments of the Creekbend Homeowners Association, Inc.
6. Easements, reservations, restrictions, and dedications as shown on the official plat of [Sun Valley Subdivision First Addition](#).
7. Easements, reservations, restrictions, and dedications as shown on the official plat of [Lot 27 Amended, Sun Valley Subdivision First Addition](#).
8. Easements, reservations, restrictions, and dedications as shown on the official plat of [Lots 26A and 27B, Sun Valley Subdivision First Addition](#).
9. Easements, reservations, restrictions, and dedications as shown on the official plat of [Creekbend Subdivision](#).
10. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded March 21, 1887 in Book 1 of Patents, at Page [189](#), records of Blaine County, Idaho.
11. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
12. Exceptions and Reservations as contained in a/an Warranty Deed.  
Executed by: Owen Simpson and Josephine Simpson, husband and wife  
Purpose: General building restrictions  
Recorded: October 28, 1958  
Instrument No.: [111650](#), records of Blaine County, Idaho.
13. An easement for the purpose shown below and rights incidental thereto as set forth in a document.  
Granted to: Idaho Power Company  
Purpose: Public Utilities  
Recorded: January 4, 1960  
Instrument No.: [113477](#), records of Blaine County, Idaho.
14. Exceptions and Reservations as contained in a/an Warranty Deed.  
Executed by: Owen Simpson and Josephine Simpson, husband and wife  
Purpose: General building restrictions  
Recorded: August 8, 1960  
Instrument No.: [114246](#), records of Blaine County, Idaho.
15. Terms and conditions contained in a/an Reciprocal Retaining Wall Easements by and between Kathleen Phelan, also known as Kathleen Britt, a married woman as her sole and separate property and Warm Springs Creek Neighbors, LLC, an Idaho limited liability company.  
Recorded: October 9, 2007  
Instrument No.: [552214](#), records of Blaine County, Idaho.
16. All matters, and any rights, easements, interests or claims as disclosed by a Topographic Survey showing Lot 26, 27 Amended Sun Valley 1st Addition and T.L. 3172, 3217, 6572, recorded October 22, 2008 as Instrument No. [562393](#), records of Blaine County, Idaho.
17. Terms, provisions, covenants, conditions, restrictions and easements provided in a Declaration of Covenants, Conditions and Restrictions, but omitting any covenants, conditions or restrictions, if any, to the extent that such violates 42 USC 3604 (c) or any other ordinance, statute or regulation.  
Recorded: October 22, 2008  
Instrument No.: [562394](#), records of Blaine County, Idaho.

Sun Valley Title  
By:

A handwritten signature in black ink, appearing to be 'NB' or similar initials, written in a cursive style.

Nick Busdon, Authorized Signatory

**JUDGMENT AND TAX LIEN GUARANTEE**

Issued By  
Title Resources Guaranty Company

**SCHEDULE A**

**Amount of Liability:** \$1,000.00

**Fee Amount:** \$0.00

**Guarantee No.:** G-0000449223438

**Name of Assured:** Galena Engineering

**Date of Guarantee:** June 28, 2022

That, according to the indices of the County Recorder of Blaine County, State of ID, for a period of 10 years immediately prior to the date hereof, there are no

- \* Federal Tax Liens
- \* Abstracts of Judgment, or
- \* Certificates of State Tax Liens

filed, or recorded against the herein named parties, other than those for which a release appears in said indices and other than those shown under Exceptions.

The parties referred to in this guarantee are as follows:

Stephen W. McCoid and Ann N. McCoid, Trustees of the Stephen W. McCoid and Ann N. McCoid Trust, dated April 12, 2002

Sun Valley Title

By:



Nick Busdon, Authorized Signatory

File No. 22457297

SCHEDULE B

Exceptions:

NONE



**CLTA GUARANTEE**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY  
A CORPORATION, HEREIN CALLED THE COMPANY

**SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.**

**GUARANTEES**

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

**Dated: June 28, 2022**

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:


\_\_\_\_\_  
Authorized Countersignature

\_\_\_\_\_  
TitleOne  
Company Name

\_\_\_\_\_  
271 1st Ave North  
PO Box 2365  
Ketchum, ID 83340  
\_\_\_\_\_  
City, State



  
\_\_\_\_\_  
Frederick H. Eppinger  
President and CEO

  
\_\_\_\_\_  
David Hisey  
Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

## GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** - The following terms when used in the Guarantee mean:
  - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
  - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
  - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
  - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
  - (e) "date": the effective date.
2. **Exclusions from Coverage of this Guarantee** - The Company assumes no liability for loss or damage by reason of the following:
  - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
  - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
  - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
  - (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.  
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claim to be Given by Assured Claimant** - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
  - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
  - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
  - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
  - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
6. **Proof of Loss or Damage** - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
7. **Options to Pay or Otherwise Settle Claims: Termination of Liability** - In case of a claim under this Guarantee, the Company shall have the following additional options:
  - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

## GUARANTEE CONDITIONS AND STIPULATIONS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

- 8. Determination and Extent of Liability** - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- the amount of liability stated in Schedule A;
- the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

**9. Limitation of Liability**

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

- 10. Reduction of Liability or Termination of Liability** - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

**11. Payment Loss**

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

- 12. Subrogation Upon Payment or Settlement** - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

- 13. Arbitration** - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

**14. Liability Limited to This Guarantee; Guarantee Entire Contract**

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

- 15. Notices, Where Sent** - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P. O. Box 2029, Houston, TX 77252-2029.



**LOT BOOK GUARANTEE**  
**Issued By**  
**Stewart Title Guaranty Company**

**SCHEDULE A**

**File No.** 22457299  
**State:** ID  
**County:** Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-0000449378708	\$1,000.00	June 28, 2022 at 7:30 a.m.	\$140.00

**Name of Assured:**  
Galena Engineering

The assurances referred to on the face page hereof are:

1. That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

Lot 1A, Block 1 of LOT 1A, BLOCK 1, CREEKBEND SUBDIVISION AND REVISED TAX LOT 7617, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 571545, records of Blaine County, Idaho.

2. The last recorded instrument purporting to transfer title to said land is:

Deed Type: Grant Deed  
Grantors: Richard Waycott and Rebecca Waycott, husband and wife  
Grantees: RRLC LLC, an Idaho limited liability company  
Recorded Date: June 23, 2010  
Instrument: 578505  
[Click here to view](#)

3. There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.
4. There are no (homesteads, agreements to convey, attachments, notices of non-responsibility, notices of completion, tax deeds) which purport to affect title to said land, other than shown below under Exceptions.
5. No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.
6. No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

**EXCEPTIONS:**

1. NOTE: According to the available records, the purported address of the land referenced herein is:

527 Broadway Ct, Ketchum, ID 83340

2. Taxes for the year 2021 are paid in full.

Parcel Number: [RPK0438001001A](#)

Original Amount: \$5,834.00

3. Taxes, including any assessments collected therewith, for the year 2022 which are a lien not yet due and payable.

4. The land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.

5. Liens, levies, and assessments of the Creekbend Homeowners Association, Inc.
6. Easements, reservations, restrictions, and dedications as shown on the official plat of [Sun Valley Subdivision First Addition](#).
7. Easements, reservations, restrictions, and dedications as shown on the official plat of [Lot 27 Amended, Sun Valley Subdivision First Addition](#).
8. Easements, reservations, restrictions, and dedications as shown on the official plat of [Lots 26A and 27B, Sun Valley Subdivision First Addition](#).
9. Easements, reservations, restrictions, and dedications as shown on the official plat of [Creekbend Subdivision](#).
10. Easements, reservations, restrictions, and dedications as shown on the official plat of [Lot 1A, Block 1, Creekbend Subdivision and Revised Tax Lot 7617](#).
11. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded March 21, 1887 in Book 1 of Patents, at Page [189](#), records of Blaine County, Idaho.
12. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
13. Exceptions and Reservations as contained in a/an Warranty Deed.  
Executed by: Owen Simpson and Josephine Simpson, husband and wife  
Purpose: General building restrictions  
Recorded: October 28, 1958  
Instrument No.: [111650](#), records of Blaine County, Idaho.
14. An easement for the purpose shown below and rights incidental thereto as set forth in a document.  
Granted to: Idaho Power Company  
Purpose: Public Utilities  
Recorded: January 4, 1960  
Instrument No.: [113477](#), records of Blaine County, Idaho.
15. Exceptions and Reservations as contained in a/an Warranty Deed.  
Executed by: Owen Simpson and Josephine Simpson, husband and wife  
Purpose: General building restrictions  
Recorded: August 8, 1960  
Instrument No.: [114246](#), records of Blaine County, Idaho.
16. Terms and conditions contained in a/an Reciprocal Retaining Wall Easements by and between Kathleen Phelan, also known as Kathleen Britt, a married woman as her sole and separate property and Warm Springs Creek Neighbors, LLC, an Idaho limited liability company.  
Recorded: October 9, 2007  
Instrument No.: [552214](#), records of Blaine County, Idaho.
17. All matters, and any rights, easements, interests or claims as disclosed by a Topographic Survey showing Lot 26, 27 Amended Sun Valley 1st Addition and T.L. 3172, 3217, 6572, recorded October 22, 2008 as Instrument No. [562393](#), records of Blaine County, Idaho.
18. Terms, provisions, covenants, conditions, restrictions and easements provided in a Declaration of Covenants, Conditions and Restrictions, but omitting any covenants, conditions or restrictions, if any, to the extent that such violates 42 USC 3604 (c) or any other ordinance, statute or regulation.  
Recorded: October 22, 2008  
Instrument No.: [562394](#), records of Blaine County, Idaho.

Sun Valley Title

By:

A handwritten signature in black ink, appearing to be 'NB' or similar initials, written in a cursive style.

Nick Busdon, Authorized Signatory

**JUDGMENT AND TAX LIEN GUARANTEE**

Issued By  
Stewart Title Guaranty Company

**SCHEDULE A**

**Amount of Liability:** \$1,000.00

**Fee Amount:** \$0.00

**Guarantee No.:** G-0000449378708

**Name of Assured:** Galena Engineering

**Date of Guarantee:** June 28, 2022

That, according to the indices of the County Recorder of Blaine County, State of ID, for a period of 10 years immediately prior to the date hereof, there are no

- \* Federal Tax Liens
- \* Abstracts of Judgment, or
- \* Certificates of State Tax Liens

filed, or recorded against the herein named parties, other than those for which a release appears in said indices and other than those shown under Exceptions.

The parties referred to in this guarantee are as follows:

RRLC LLC, an Idaho limited liability company

Sun Valley Title  
By:



Nick Busdon, Authorized Signatory

SCHEDULE B

Exceptions:

NONE



**CLTA GUARANTEE**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY  
A CORPORATION, HEREIN CALLED THE COMPANY

**SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.**

**GUARANTEES**

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

**Dated: June 28, 2022**

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:


\_\_\_\_\_  
Authorized Countersignature

\_\_\_\_\_  
TitleOne  
Company Name

\_\_\_\_\_  
271 1st Ave North  
PO Box 2365  
Ketchum, ID 83340  
\_\_\_\_\_  
City, State



  
\_\_\_\_\_  
Frederick H. Eppinger  
President and CEO

  
\_\_\_\_\_  
David Hisey  
Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

## GUARANTEE CONDITIONS AND STIPULATIONS

- 1. Definition of Terms** - The following terms when used in the Guarantee mean:
  - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
  - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
  - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
  - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
  - (e) "date": the effective date.
- 2. Exclusions from Coverage of this Guarantee** - The Company assumes no liability for loss or damage by reason of the following:
  - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
  - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
  - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
  - (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.  
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
- 3. Notice of Claim to be Given by Assured Claimant** - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
- 4. No Duty to Defend or Prosecute** - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
- 5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
  - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
  - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
  - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
  - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
- 6. Proof of Loss or Damage** - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
- 7. Options to Pay or Otherwise Settle Claims: Termination of Liability** - In case of a claim under this Guarantee, the Company shall have the following additional options:
  - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

## GUARANTEE CONDITIONS AND STIPULATIONS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

- (b) **To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.**

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

- 8. Determination and Extent of Liability** - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- the amount of liability stated in Schedule A;
- the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

**9. Limitation of Liability**

- If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

- 10. Reduction of Liability or Termination of Liability** - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

**11. Payment Loss**

- No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

- 12. Subrogation Upon Payment or Settlement** - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

- 13. Arbitration** - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

**14. Liability Limited to This Guarantee; Guarantee Entire Contract**

- This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- No amendment or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

- 15. Notices, Where Sent** - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P. O. Box 2029, Houston, TX 77252-2029.



**LOT BOOK GUARANTEE**  
Issued By  
**Stewart Title Guaranty Company**

**SCHEDULE A**

**File No.** 22457301  
**State:** ID  
**County:** Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-0000449877828	\$1,000.00	June 28, 2022 at 7:30 a.m.	\$140.00

**Name of Assured:**  
Galena Engineering

The assurances referred to on the face page hereof are:

1. That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

Lot 2A, Block 1, of A LOT LINE SHIFT SHOWING LOT 1A, BLOCK 6, SUN VALLEY SUBDIVISION, FIRST ADDITION REVISED AND LOT 2A, BLOCK 1, CREEKBEND SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 608160, records of Blaine County, Idaho.

2. The last recorded instrument purporting to transfer title to said land is:

Deed Type: Warranty Deed

Grantors: Richard Waycott and Rebecca Waycott, husband and wife

Grantees: Perry M. Germain and Adrienne E. Germain, Trustees of The Germain Family Trust under agreement dated October 13, 2017

Recorded Date: May 17, 2019

Instrument: 660168

[Click here to view](#)

3. There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.
4. There are no (homesteads, agreements to convey, attachments, notices of non-responsibility, notices of completion, tax deeds) which purport to affect title to said land, other than shown below under Exceptions.
5. No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.
6. No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

**EXCEPTIONS:**

1. NOTE: According to the available records, the purported address of the land referenced herein is:

529 Broadway Ct, Ketchum, ID 83340

2. Taxes for the year 2021 are paid in full.

Parcel Number: [RPK0438001002A](#)

Original Amount: \$1,501.94

3. Taxes, including any assessments collected therewith, for the year 2022 which are a lien not yet due and payable.

4. The land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.

5. Liens, levies, and assessments of the Creekbend Homeowners Association, Inc.
6. Easements, reservations, restrictions, and dedications as shown on the official plat of [Sun Valley Subdivision First Addition](#).
7. Easements, reservations, restrictions, and dedications as shown on the official plat of [Lot 27 Amended, Sun Valley Subdivision First Addition](#).
8. Easements, reservations, restrictions, and dedications as shown on the official plat of [Lots 26A and 27B, Sun Valley Subdivision First Addition](#).
9. Easements, reservations, restrictions, and dedications as shown on the official plat of [Creekbend Subdivision](#).
10. Easements, reservations, restrictions, and dedications as shown on the official plat of [Lot 1A, Block 6, Sun Valley Subdivision, First Addition Revised and Lot 2A, Block 1, Creekbend Subdivision](#).
11. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded March 21, 1887 in Book 1 of Patents, at Page [189](#), records of Blaine County, Idaho.
12. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
13. Exceptions and Reservations as contained in a/an Warranty Deed.  
Executed by: Owen Simpson and Josephine Simpson, husband and wife  
Purpose: General building restrictions  
Recorded: October 28, 1958  
Instrument No.: [111650](#), records of Blaine County, Idaho.
14. An easement for the purpose shown below and rights incidental thereto as set forth in a document.  
Granted to: Idaho Power Company  
Purpose: Public Utilities  
Recorded: January 4, 1960  
Instrument No.: [113477](#), records of Blaine County, Idaho.
15. Exceptions and Reservations as contained in a/an Warranty Deed.  
Executed by: Owen Simpson and Josephine Simpson, husband and wife  
Purpose: General building restrictions  
Recorded: August 8, 1960  
Instrument No.: [114246](#), records of Blaine County, Idaho.
16. Terms and conditions contained in a/an Reciprocal Retaining Wall Easements by and between Kathleen Phelan, also known as Kathleen Britt, a married woman as her sole and separate property and Warm Springs Creek Neighbors, LLC, an Idaho limited liability company.  
Recorded: October 9, 2007  
Instrument No.: [552214](#), records of Blaine County, Idaho.
17. All matters, and any rights, easements, interests or claims as disclosed by a Topographic Survey showing Lot 26, 27 Amended Sun Valley 1st Addition and T.L. 3172, 3217, 6572, recorded October 22, 2008 as Instrument No. [562393](#), records of Blaine County, Idaho.
18. Terms, provisions, covenants, conditions, restrictions and easements provided in a Declaration of Covenants, Conditions and Restrictions, but omitting any covenants, conditions or restrictions, if any, to the extent that such violates 42 USC 3604 (c) or any other ordinance, statute or regulation.  
Recorded: October 22, 2008  
Instrument No.: [562394](#), records of Blaine County, Idaho.
19. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:  
Amount: \$2,000,000.00  
Trustor/Grantor: Perry M. Germain and Adrienne E. Germain, Trustees of The Germain Family Trust under agreement dated October 13, 2017  
Trustee: Allan B. Polunsky  
Beneficiary: Mortgage Electronic Registration Systems, Inc., acting solely as nominee for UBS Bank USA  
Dated: November 19, 2021  
Recorded: November 22, 2021  
Instrument No.: [688926](#), records of Blaine County, Idaho.

Sun Valley Title  
By:

A handwritten signature in black ink, appearing to be 'NB' or similar initials, written in a cursive style.

Nick Busdon, Authorized Signatory

**JUDGMENT AND TAX LIEN GUARANTEE**

Issued By  
Stewart Title Guaranty Company

**SCHEDULE A**

**Amount of Liability:** \$1,000.00

**Fee Amount:** \$0.00

**Guarantee No.:** G-0000449877828

**Name of Assured:** Galena Engineering

**Date of Guarantee:** June 28, 2022

That, according to the indices of the County Recorder of Blaine County, State of ID, for a period of 10 years immediately prior to the date hereof, there are no

- \* Federal Tax Liens
- \* Abstracts of Judgment, or
- \* Certificates of State Tax Liens

filed, or recorded against the herein named parties, other than those for which a release appears in said indices and other than those shown under Exceptions.

The parties referred to in this guarantee are as follows:

Perry M. Germain and Adrienne E. Germain, Trustees of The Germain Family Trust under agreement dated October 13, 2017

Sun Valley Title

By:



Nick Busdon, Authorized Signatory

SCHEDULE B

Exceptions:

NONE



**CLTA GUARANTEE**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY  
A CORPORATION, HEREIN CALLED THE COMPANY

**SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.**

**GUARANTEES**

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

**Dated: June 28, 2022**

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:


\_\_\_\_\_  
Authorized Countersignature

\_\_\_\_\_  
TitleOne  
Company Name

\_\_\_\_\_  
271 1st Ave North  
PO Box 2365  
Ketchum, ID 83340  
\_\_\_\_\_  
City, State



  
\_\_\_\_\_  
Frederick H. Eppinger  
President and CEO

  
\_\_\_\_\_  
David Hisey  
Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

## GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** - The following terms when used in the Guarantee mean:
  - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
  - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
  - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
  - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
  - (e) "date": the effective date.
2. **Exclusions from Coverage of this Guarantee** - The Company assumes no liability for loss or damage by reason of the following:
  - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
  - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
  - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
  - (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.  
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claim to be Given by Assured Claimant** - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
  - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
  - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
  - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
  - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
6. **Proof of Loss or Damage** - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
7. **Options to Pay or Otherwise Settle Claims: Termination of Liability** - In case of a claim under this Guarantee, the Company shall have the following additional options:
  - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

## GUARANTEE CONDITIONS AND STIPULATIONS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

- 8. Determination and Extent of Liability** - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

**9. Limitation of Liability**

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

- 10. Reduction of Liability or Termination of Liability** - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

**11. Payment Loss**

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

- 12. Subrogation Upon Payment or Settlement** - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

- 13. Arbitration** - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

**14. Liability Limited to This Guarantee; Guarantee Entire Contract**

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

- 15. Notices, Where Sent** - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P. O. Box 2029, Houston, TX 77252-2029.



**LOT BOOK GUARANTEE**  
**Issued By**  
**Stewart Title Guaranty Company**

**SCHEDULE A**

**File No.** 22457302  
**State:** ID  
**County:** Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-0000449989158	\$1,000.00	June 28, 2022 at 7:30 a.m.	\$140.00

**Name of Assured:**  
Galena Engineering

The assurances referred to on the face page hereof are:

1. That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

Lot 3A, Block 1 of LOT 3A, BLOCK 1, CREEKBEND SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 651514, records of Blaine County, Idaho.

2. The last recorded instrument purporting to transfer title to said land is:

Deed Type: Warranty Deed

Grantors: Manuel Ravelo and Melissa Klebanoff Ravelo, Trustees of The Manuel and Melissa Ravelo Living Trust dated December 4, 2013

Grantees: John D. Campbell and Jennifer L. Campbell, Trustees of the Campbell 2005 Revocable Trust

Recorded Date: December 14, 2018

Instrument: 657143

[Click here to view](#)

3. There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.
4. There are no (homesteads, agreements to convey, attachments, notices of non-responsibility, notices of completion, tax deeds) which purport to affect title to said land, other than shown below under Exceptions.
5. No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.
6. No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

**EXCEPTIONS:**

1. NOTE: According to the available records, the purported address of the land referenced herein is:

531 Broadway Ct, Ketchum, ID 83340

2. Taxes for the year 2021 are paid in full.

Parcel Number: [RPK0438001003A](#)

Original Amount: \$10,398.90

3. Taxes, including any assessments collected therewith, for the year 2022 which are a lien not yet due and payable.

4. The land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.

5. Liens, levies, and assessments of the Creekbend Homeowners Association, Inc.
6. Easements, reservations, restrictions, and dedications as shown on the official plat of [Sun Valley Subdivision First Addition](#).
7. Easements, reservations, restrictions, and dedications as shown on the official plat of [Lot 27 Amended, Sun Valley Subdivision First Addition](#).
8. Easements, reservations, restrictions, and dedications as shown on the official plat of [Lots 26A and 27B, Sun Valley Subdivision First Addition](#).
9. Easements, reservations, restrictions, and dedications as shown on the official plat of [Creekbend Subdivision](#).
10. Easements, reservations, restrictions, and dedications as shown on the official plat of [Lot 3A, Block 1, Creekbend Subdivision](#).
11. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded March 21, 1887 in Book 1 of Patents, at Page [189](#), records of Blaine County, Idaho.
12. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
13. Exceptions and Reservations as contained in a/an Warranty Deed.  
Executed by: Owen Simpson and Josephine Simpson, husband and wife  
Purpose: General building restrictions  
Recorded: October 28, 1958  
Instrument No.: [111650](#), records of Blaine County, Idaho.
14. An easement for the purpose shown below and rights incidental thereto as set forth in a document.  
Granted to: Idaho Power Company  
Purpose: Public Utilities  
Recorded: January 4, 1960  
Instrument No.: [113477](#), records of Blaine County, Idaho.
15. Exceptions and Reservations as contained in a/an Warranty Deed.  
Executed by: Owen Simpson and Josephine Simpson, husband and wife  
Purpose: General building restrictions  
Recorded: August 8, 1960  
Instrument No.: [114246](#), records of Blaine County, Idaho.
16. Terms and conditions contained in a/an Reciprocal Retaining Wall Easements by and between Kathleen Phelan, also known as Kathleen Britt, a married woman as her sole and separate property and Warm Springs Creek Neighbors, LLC, an Idaho limited liability company.  
Recorded: October 9, 2007  
Instrument No.: [552214](#), records of Blaine County, Idaho.
17. All matters, and any rights, easements, interests or claims as disclosed by a Topographic Survey showing Lot 26, 27 Amended Sun Valley 1st Addition and T.L. 3172, 3217, 6572, recorded October 22, 2008 as Instrument No. [562393](#), records of Blaine County, Idaho.
18. Terms, provisions, covenants, conditions, restrictions and easements provided in a Declaration of Covenants, Conditions and Restrictions, but omitting any covenants, conditions or restrictions, if any, to the extent that such violates 42 USC 3604 (c) or any other ordinance, statute or regulation.  
Recorded: October 22, 2008  
Instrument No.: [562394](#), records of Blaine County, Idaho.

Sun Valley Title  
By:

A handwritten signature in black ink, appearing to be 'NB' or similar initials, written in a cursive style.

Nick Busdon, Authorized Signatory

**JUDGMENT AND TAX LIEN GUARANTEE**

Issued By  
Stewart Title Guaranty Company

**SCHEDULE A**

**Amount of Liability:** \$1,000.00

**Fee Amount:** \$0.00

**Guarantee No.:** G-0000449989158

**Name of Assured:** Galena Engineering

**Date of Guarantee:** June 28, 2022

That, according to the indices of the County Recorder of Blaine County, State of ID, for a period of 10 years immediately prior to the date hereof, there are no

- \* Federal Tax Liens
- \* Abstracts of Judgment, or
- \* Certificates of State Tax Liens

filed, or recorded against the herein named parties, other than those for which a release appears in said indices and other than those shown under Exceptions.

The parties referred to in this guarantee are as follows:

John D. Campbell and Jennifer L. Campbell, Trustees of the Campbell 2005 Revocable Trust

Sun Valley Title  
By:



Nick Busdon, Authorized Signatory

SCHEDULE B

Exceptions:

NONE



**CLTA GUARANTEE**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY  
A CORPORATION, HEREIN CALLED THE COMPANY

**SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.**

**GUARANTEES**

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

**Dated: June 28, 2022**

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:


\_\_\_\_\_  
Authorized Countersignature

\_\_\_\_\_  
TitleOne  
Company Name

\_\_\_\_\_  
271 1st Ave North  
PO Box 2365  
Ketchum, ID 83340  
\_\_\_\_\_  
City, State



  
\_\_\_\_\_  
Frederick H. Eppinger  
President and CEO

  
\_\_\_\_\_  
David Hisey  
Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

## GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** - The following terms when used in the Guarantee mean:
  - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
  - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
  - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
  - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
  - (e) "date": the effective date.
2. **Exclusions from Coverage of this Guarantee** - The Company assumes no liability for loss or damage by reason of the following:
  - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
  - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
  - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
  - (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.  
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claim to be Given by Assured Claimant** - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
  - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
  - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
  - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
  - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
6. **Proof of Loss or Damage** - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
7. **Options to Pay or Otherwise Settle Claims: Termination of Liability** - In case of a claim under this Guarantee, the Company shall have the following additional options:
  - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

## GUARANTEE CONDITIONS AND STIPULATIONS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

- 8. Determination and Extent of Liability** - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

**9. Limitation of Liability**

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

- 10. Reduction of Liability or Termination of Liability** - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

**11. Payment Loss**

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

- 12. Subrogation Upon Payment or Settlement** - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

- 13. Arbitration** - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

**14. Liability Limited to This Guarantee; Guarantee Entire Contract**

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

- 15. Notices, Where Sent** - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P. O. Box 2029, Houston, TX 77252-2029.



**LOT BOOK GUARANTEE**  
**Issued By**  
**Stewart Title Guaranty Company**

**SCHEDULE A**

**File No.** 22457303  
**State:** ID  
**County:** Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-0000450630748	\$1,000.00	June 28, 2022 at 7:30 a.m.	\$140.00

**Name of Assured:**  
Galena Engineering

The assurances referred to on the face page hereof are:

1. That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

Lot 4, Block 1 of CREEKBEND SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 562392, records of Blaine County, Idaho.

2. The last recorded instrument purporting to transfer title to said land is:

Deed Type: Quit Claim Deed

Grantors: Steven J. Rivera, as Trustee of the Steven and Marilyn Rivera Trust dated Feb. 28, 2001 who acquired title as Trustee of the Steven and Marilyn Rivera Trust dated Feb. 28, 2021

Grantees: Steven J. Rivera Trustee of the Amended and Restated Trust Agreement of the Steven J. Rivera Survivors Trust

Recorded Date: February 15, 2022

Instrument: 691465

[Click here to view](#)

3. There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.
4. There are no (homesteads, agreements to convey, attachments, notices of non-responsibility, notices of completion, tax deeds) which purport to affect title to said land, other than shown below under Exceptions.
5. No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.
6. No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

**EXCEPTIONS:**

1. NOTE: According to the available records, the purported address of the land referenced herein is:

563 Broadway Ct, Ketchum, ID 83340

2. Taxes for the year 2021 are paid in full.

Parcel Number: [RPK04380010040](#)

Original Amount: \$6,218.66

3. Taxes, including any assessments collected therewith, for the year 2022 which are a lien not yet due and payable.

4. The land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.

5. Liens, levies, and assessments of the Creekbend Homeowners Association, Inc.
6. Easements, reservations, restrictions, and dedications as shown on the official plat of [Sun Valley Subdivision First Addition](#).
7. Easements, reservations, restrictions, and dedications as shown on the official plat of [Lot 27 Amended, Sun Valley Subdivision First Addition](#).
8. Easements, reservations, restrictions, and dedications as shown on the official plat of [Lots 26A and 27B, Sun Valley Subdivision First Addition](#).
9. Easements, reservations, restrictions, and dedications as shown on the official plat of [Creekbend Subdivision](#).
10. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded March 21, 1887 in Book 1 of Patents, at Page [189](#), records of Blaine County, Idaho.
11. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
12. Exceptions and Reservations as contained in a/an Warranty Deed.  
Executed by: Owen Simpson and Josephine Simpson, husband and wife  
Purpose: General building restrictions  
Recorded: October 28, 1958  
Instrument No.: [111650](#), records of Blaine County, Idaho.
13. An easement for the purpose shown below and rights incidental thereto as set forth in a document.  
Granted to: Idaho Power Company  
Purpose: Public Utilities  
Recorded: January 4, 1960  
Instrument No.: [113477](#), records of Blaine County, Idaho.
14. Exceptions and Reservations as contained in a/an Warranty Deed.  
Executed by: Owen Simpson and Josephine Simpson, husband and wife  
Purpose: General building restrictions  
Recorded: August 8, 1960  
Instrument No.: [114246](#), records of Blaine County, Idaho.
15. Terms and conditions contained in a/an Reciprocal Retaining Wall Easements by and between Kathleen Phelan, also known as Kathleen Britt, a married woman as her sole and separate property and Warm Springs Creek Neighbors, LLC, an Idaho limited liability company.  
Recorded: October 9, 2007  
Instrument No.: [552214](#), records of Blaine County, Idaho.
16. All matters, and any rights, easements, interests or claims as disclosed by a Topographic Survey showing Lot 26, 27 Amended Sun Valley 1st Addition and T.L. 3172, 3217, 6572, recorded October 22, 2008 as Instrument No. [562393](#), records of Blaine County, Idaho.
17. Terms, provisions, covenants, conditions, restrictions and easements provided in a Declaration of Covenants, Conditions and Restrictions, but omitting any covenants, conditions or restrictions, if any, to the extent that such violates 42 USC 3604 (c) or any other ordinance, statute or regulation.  
Recorded: October 22, 2008  
Instrument No.: [562394](#), records of Blaine County, Idaho.

**Sun Valley Title**  
By:



**Nick Busdon, Authorized Signatory**

**JUDGMENT AND TAX LIEN GUARANTEE**

Issued By  
Stewart Title Guaranty Company

**SCHEDULE A**

**Amount of Liability:** \$1,000.00

**Fee Amount:** \$0.00

**Guarantee No.:** G-0000450630748

**Name of Assured:** Galena Engineering

**Date of Guarantee:** June 28, 2022

That, according to the indices of the County Recorder of Blaine County, State of ID, for a period of 10 years immediately prior to the date hereof, there are no

- \* Federal Tax Liens
- \* Abstracts of Judgment, or
- \* Certificates of State Tax Liens

filed, or recorded against the herein named parties, other than those for which a release appears in said indices and other than those shown under Exceptions.

The parties referred to in this guarantee are as follows:

Steven J. Rivera Trustee of the Amended and Restated Trust Agreement of the Steven J. Rivera Survivors Trust

Sun Valley Title

By:



Nick Busdon, Authorized Signatory

SCHEDULE B

Exceptions:

NONE

Attachment B:  
Creekbend Subdivision Draft Findings of  
Fact, Conclusions of Law, and Decision



City of Ketchum  
Planning & Building

IN RE:	)	
	)	
Creekbend Subdivision	)	<b>KETCHUM CITY COUNCIL</b>
Lot Line Shift	)	<b>FINDINGS OF FACT, CONCLUSIONS OF LAW, AND</b>
Date: February 21, 2023	)	<b>DECISION</b>
	)	
File Number: 22-067	)	

**PROJECT:** Creekbend Subdivision

**APPLICATION TYPE:** Lot Line Shift (Readjustment of Lot Lines)

**FILE NUMBER:** P22-067

**REPRESENTATIVE:** Mark Phillips, Galena Engineering (Surveyor)

**OWNER:** Creekbend Subdivision Owners (All, as shown on signature page of final plat)

**LOCATION:** Creekbend Subdivision (Lot 1A, Lot 2A, Lot 3A, Lots 4-8, and Parcel A, Block 1, Creekbend Subdivision)

**ZONING:** Limited Residential (LR)

**OVERLAY:** Floodplain Management Overlay District

**RECORD OF PROCEEDINGS**

The City of Ketchum received the application for a Lot Line Shift on December 6, 2022. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on January 8, 2023. As of the date of this letter, all department comments have been resolved or addressed through conditions of approval recommended below.

A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on February 1, 2023. The public hearing notice was published in the Idaho Mountain Express the on February 1, 2023. A notice was posted on the project site and the city’s website on February 6, 2023.

**FINDINGS OF FACT**

The Ketchum City Council, having reviewed the entire project record, provided notice, and conducted the required public hearing, does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

**FINDINGS REGARDING READJUSTMENT OF LOT LINES (KMC §16.04.060)**

Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) All lots within Creekbend Subdivision comply with the dimensional standards required for properties located within Limited Residential (LR) Zoning District, and (2) the proposal does not create additional lots or dwelling units.

*Readjustment of Lot Lines: A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units which does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements and which does not create additional lots or dwelling units. "Readjustment of lot lines" includes other minor changes to a subdivision, condominium, or townhouse plat such as, but not limited to, notation changes, boundary shifts and removal of lot line(s), each of which do not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements nor create additional lots or dwelling units (KMC §16.04.020).*

All land, condominium, and townhouse subdivisions within the City of Ketchum are subject to the standards contained in Ketchum Municipal Code, Title 16, Subdivision Regulations. Pursuant to KMC §16.04.010.D, the change or modification of boundary lines, whether or not any additional lot is created, shall comply with these regulations. Many subdivision standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated and maintained by the City. The standards for certain improvements (KMC §16.04.040), including street, sanitary sewage disposal, and planting strip improvements, are not applicable to the subject project as the application proposes to amend an existing building envelope, amend a plat note and remove two landscape easements. As conditioned, the proposed Creekbend Subdivision Plat meets the standards for Readjustment of Lot Lines under Title 16 of Ketchum Municipal Code.

**FINDINGS REGARDING FINAL PLAT SUBDIVISION REQUIREMENTS**

Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements			
Compliant			Standards and Council Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p><b>16.04.030.K</b></p> <p><b>Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:</b></p>

			<b>Council Findings</b>	<i>The mylar paper shall be prepared following Ketchum City Council review and approval of the Final Plat application and shall meet these standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K .1</b>	<b>Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.</b>
			<b>Council Findings</b>	<i>As shown on Sheet 1, this standard is met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K .2</b>	<b>Location and description of monuments.</b>
				<i>As shown on Sheet 1, this standard is met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K .3</b>	<b>Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the final plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.</b>
			<b>Council Findings</b>	<i>The plat indicates property lines and the centerline of River Run Drive and Exhibition Boulevard. Building envelopes are shown on all lots, easement lines as well as floodplain and floodway boundaries are indicated on the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K .4</b>	<b>Names and locations of all adjoining subdivisions.</b>
			<b>Council Findings</b>	<i>The plat lists the adjacent tax lots and subdivisions to the east and west.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K .5</b>	<b>Name and right of way width of each street and other public rights of way.</b>
			<b>Council Findings</b>	<i>This standard has been met. The plat indicates the River Run Drive and Exhibition Boulevard public rights-of-way.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K .6</b>	<b>Location, dimension and purpose of all easements, public or private.</b>
			<b>Council Findings</b>	<p><i>All private and public easements are identified on the plat with dimensions listed. These easements include:</i></p> <ul style="list-style-type: none"> <li><i>• 8' Retaining Wall Easement on Lot 4</i></li> <li><i>• 10' Water Main Easement on Lot 5</i></li> <li><i>• 5' Landscape &amp; Utility easement on Lots 6-8</i></li> <li><i>• 40' Public Utility Easement on Lots 6 &amp; 7</i></li> <li><i>• 40' Public Utility, Private Access, Snow Storage &amp; Landscaping Easement on all lots</i></li> <li><i>• 10' Non-motorized Access Easement on Lots 1 &amp; 3</i></li> <li><i>• 15' Sewer Main Easement to benefit City of Ketchum on Lots 1, 3, &amp; 4</i></li> <li><i>• 25' Scenic Easements on Lots 1, 3, &amp; 4</i></li> <li><i>• 10' Fishermans Access Easement on Lots 1,3, &amp; 4</i></li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.K .7</b>	<b>The blocks numbered consecutively throughout each block.</b>
			<b>Council Findings</b>	<i>No new blocks are being created with this plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.K .8</b>	<b>The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public</b>



				Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
			<b>Council Findings</b>	<i>N/A as no new dedication is being proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K .9	<b>The title, which shall include the name of the subdivision, the name of the city, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.</b>
			<b>Council Findings</b>	<i>This standard has been met as the title on Sheet 1 includes all required components.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K .10	<b>Scale, north arrow and date.</b>
				<i>This standard has been met as shown on Sheet 1.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K .11	<b>Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision</b>
			<b>Council Findings</b>	<i>This standard has been met as all streets are shown on Sheet 1.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K .12	<b>A provision in the owner's certificate referencing the county recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.</b>
			<b>Council Findings</b>	<i>This standard is not applicable as this is not a townhouse or condominium plat. No homeowners association exists for the Creekbend Subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K .13	<b>Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.</b>
			<b>Council Findings</b>	<i>As shown on Sheet 5, the plat will be signed by the surveyor preparing the plat prior to recording.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K .14	<b>A current title report of all property contained within the plat.</b>
			<b>Council Findings</b>	<i>This standard has been met. A title report prepared by Stewart Title Company and dated on June 28, 2022, was submitted with the initial application materials.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K .15	<b>Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.</b>
			<b>Council Findings</b>	<i>As shown on Sheets 3-5, all owners of record will sign the plat prior to recording.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K .16	<b>Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.</b>
			<b>Council Findings</b>	<i>As shown on Sheet 5, the Project Surveyor will sign the plat prior to recording.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K .17	<b>Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.</b>
			<b>Council Findings</b>	<i>As shown on Sheet 5, the City Engineer will sign the plat prior to recording.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K .18	<b>Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.</b>
			<b>Council Findings</b>	<i>As shown on Sheet 5, the City Clerk will sign the plat prior to recording.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K .19	<b>Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.</b>

			<b>Council Findings</b>	<i>N/A. This standard is not applicable as no additional restrictions are necessary to provide for public health, safety, and welfare.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.L</b>	<b>Final Plat Copies:</b> Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council's agenda. A digital copy of the final plat as approved by the council and signed by the city clerk shall be filed with the administrator and retained by the city. The applicant shall also provide the city with a digital copy of the recorded document with its assigned legal instrument number.
			<b>Council Findings</b>	<i>This standard has been met. All required copies of the final plat were filed appropriately with the administrator prior to placement on the council's agenda.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.A</b>	<b>Required Improvements:</b> The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city.
			<b>Council Findings</b>	<i>This standard is not applicable as no additional improvements are required or proposed for subject application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.B</b>	<b>Improvement Plans:</b> Prior to approval of final plat by the Council, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<b>Council Findings</b>	<i>This standard is not applicable as no additional improvements are required or proposed for subject application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.C</b>	<b>Performance Bond:</b> Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather, factors beyond the control of the subdivider, or other conditions as determined acceptable at the sole discretion of the city, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be two years or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<b>Council Findings</b>	<i>This standard is not applicable as no additional improvements are required or proposed for subject application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.D</b>	<b>As Built Drawing:</b> Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer.

				<p>Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p>
			<b>Council Findings</b>	<i>This standard is not applicable as no additional improvements are required or proposed for subject application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.E</b>	<p><b>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</b></p> <ol style="list-style-type: none"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
			<b>Council Findings</b>	<i>The applicant shall meet the required monumentation standards prior to recordation of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.F</b>	<p><b>Lot Requirements:</b></p> <ol style="list-style-type: none"> <li>1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.</li> <li>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: <ol style="list-style-type: none"> <li>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.</li> <li>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</li> </ol> </li> </ol>

			<p>3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat. Minimum lot sizes in all cases shall be reversed frontage lot(s).</p>
			<p><b>Council Findings</b></p> <p><i>Standard #1 has been met. All lots comply with the dimensional standards required for lots within the LR Zone. Building envelopes are shown on all lots within the subdivision. Standards #3, #4, &amp; #6 have been met through the creation of Creekbend Subdivision in 2007 and no changes to said standards are proposed. Standard #5 is not applicable.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><b>16.04.040.G</b></p> <p><b>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</b></p> <ol style="list-style-type: none"> <li>1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots.</li> <li>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</li> <li>3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.</li> <li>4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</li> </ol>
			<p><b>Council Findings</b></p> <p><i>This application does not create a new block. This requirement is not applicable.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><b>16.04.040.H</b></p> <p><b>Street Improvement Requirements:</b></p> <ol style="list-style-type: none"> <li>1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;</li> <li>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</li> <li>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</li> <li>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</li> </ol>

			<p>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's office before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p>
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				<p>18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and</p> <p>24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.</p>
			<b>Council Findings</b>	<i>This standard is not applicable. This proposal does not create new street, private road, or bridge.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p><b>Alley Improvement Requirements:</b> Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead-end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<b>Council Findings</b>	<i>This standard is not applicable as no new alleys are being created.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p><b>Required Easements:</b> Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.</p>

			<p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the City.</p>
			<p><b>Council Findings</b>  <i>A public utility easement is located on both private roads within the existing subdivision. Easements required for standards #3 &amp; #4 are shown on Sheets 1 &amp; 2. A non-motorized access easement is located on Lots 1 &amp; 3 to allow public access to Warm Springs Creek. Standard #5 is not applicable.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><b>16.04.040.K</b>  <b>Sanitary Sewage Disposal Improvements:</b> Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>

			<b>Council Findings</b>	<i>This standard is not applicable as no new subdivision is being created.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.L</b>	<b>Water System Improvements:</b> A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the City under the supervision of the Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the Municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.
			<b>Council Findings</b>	<i>This standard is not applicable as no new subdivision is being created.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.M</b>	<b>Planting Strip Improvements:</b> Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			<b>Council Findings</b>	<i>This standard is not applicable as no new subdivision is being created. The lot is not adjoining to any incompatible uses or features.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.N</b>	<b>Cuts, Fills, And Grading Improvements:</b> Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following: 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or Council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements. 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.



			<p>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</p> <p>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> <li>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</li> <li>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods).</li> <li>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</li> <li>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</li> <li>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</li> </ul>
			<p><b>Council Findings</b></p> <p><i>This standard is not applicable as no new subdivision is being created. No grading is proposed or required.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><b>16.04.040.O</b></p> <p><b>Drainage Improvements:</b> The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<p><b>Council Findings</b></p> <p><i>This standard is not applicable as no new subdivision is being created. No changes are proposed or required to the drainage of the existing lots.</i></p>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.P</b>	<b>Utilities:</b> In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			<b>Council Findings</b>	<i>This standard is not applicable as no new subdivision is being created.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.Q</b>	<b>Off Site Improvements:</b> Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<b>Council Findings</b>	<i>This standard is not applicable as no off-site improvements are required for the application</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.R</b>	<b>Avalanche And Mountain Overlay:</b> All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			<b>Council Findings</b>	<i>This standard is not applicable as the subject property is not within the Avalanche Zone District or Mountain Overlay Zone District.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.S</b>	<b>Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.</b>
			<b>Council Findings</b>	<i>This standard is not applicable as no changes to existing features on the property are proposed.</i>

### CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant’s Readjustment of Lot Lines (lot line shift) application for the development and use of the project site.
2. The Council has authority to review approve of the applicant’s lot line shift application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §16.04.060.E.
4. The lot line shift application is governed under Chapter 16.04 of Ketchum Municipal Code.

5. The lot line shift application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

### **DECISION**

**THEREFORE**, the Council **approves** this Lot Line Shift application File No. P22-067 this Monday, February 21, 2023 subject to the following conditions of approval.

### **CONDITIONS OF APPROVAL**

1. The final plat shall be recorded with the Blaine County Clerk and Recorder's office within one year of approval by City Council.
2. Upon recording of the final plat with the Blaine County Clerk and Recorder's office, the applicant shall provide a copy of the recorded Final Plat to the Planning and Building Department

Findings of Fact **adopted** this 21<sup>st</sup> day of February 2023.

---

Neil Bradshaw, Mayor  
City of Ketchum



## City of Ketchum

February 21, 2023

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Third Reading of Ordinance #1244 Related to a May Local Option Tax Election**

#### Recommendation and Summary

During the January 3<sup>rd</sup> meeting, staff reported feedback from several resident and business owner focus groups related to options for a potential Local Option Tax ballot question on the upcoming May election. The Council narrowed the options down to two and directed staff to hold another series of public outreach efforts (focus group, open house & online survey). Based on the feedback, Mayor Bradshaw is recommending the third reading of Ordinance 1244.

**First Motion: "I move to approve the third reading of Ordinance 1244 by title only."**

**Second Motion: "I move approval of Ordinance 1244."**

The reasons for the recommendation are as follows:

- Ordinance 1244 seeks voter approval to extend the existing one percent for Air Local Option Tax for five years but with a new distribution of one-half percent dedicated to air service and one-half percent to housing.
- This would result in no tax increase but dedicated ongoing funding for implementation of the Ketchum Housing Action Plan.

#### Introduction and History

During the spring of 2022, the city in collaboration with the public, business owners and valley partners (non-profits, governmental) completed the inaugural Housing Action Plan. The plan set forth five strategic goal areas with specific objectives and associated program investments. The plan will be updated annually with public input to inform the next fiscal year budget.

Due to existing limited funds, the City Council approved a May 2022 election to request voter approval of a dedicated Local Option Tax funding source to implement the plan. It is important to note, the plan was envisioned to address funding gap areas in partnership with existing valley non-profit and philanthropy groups. While there was strong voter support for the measure, it did not reach the required 60% approval threshold.

#### Sustainability Impact

Local community housing reduces vehicular trips and associated carbon footprint.

### Financial Impact

The only current dedicated funding source for community housing is the In-Lieu Housing Fund, which is currently fully committed to the local match for Bluebird Village housing project. The Urban Renewal Agency has recently requested a \$1.5 million partnership match for the Washington Street housing project. The development team has also requested reimbursement for their planning/building application fees as well as impact fees.

### Attachments

Ordinance #1244

**CITY OF KETCHUM  
ORDINANCE NUMBER 1244**

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING ORDINANCE 1166 AS PREVIOUSLY AMENDED, WHICH PROVIDES FOR THE IMPOSITION OF LOCAL OPTION TAXES (LOT); PROVIDING FOR A BALLOT; PROVIDING FOR EXTENSION OF THE LOT AND AMENDMENT OF PURPOSES; PROVIDING FOR ALLOCATION OF THE LOT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City of Ketchum is authorized to collect local option taxes pursuant to Ordinance 712 and Ordinance 1090, and 1108.

**WHEREAS**, the City of Ketchum has determined it is in the best interests of the public to amend Ordinance 1166 to add an additional authorized use of the local-option, non-property taxes, Workforce Housing Provision and Support and split the LOT equally between purposes. The local-option, non-property taxes outlined in Ordinance 1166 are collected for the purpose of maintaining and increasing commercial air service as set forth in the ballot.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO:**

**SECTION 1.** The following ballot shall be submitted to the registered voters of the City of Ketchum at the May 16, 2023 election and Ordinance 1166 shall be amended as provided for in the ballot provided that the ballot is approved by sixty percent of the registered voters that vote on such ballot:

**SPECIAL NON-PROPERTY TAX ELECTION**

**CITY OF KETCHUM  
STATE OF IDAHO**

**1% Local Option Tax**

Shall the City of Ketchum adopt Ordinance No. 1244 amending previously voter approved Ordinance 1166 which provides for the collection of a one percent (1%) local non-property tax to maintain and increase commercial air service to Friedman Memorial Airport through promotion and minimum revenue guarantees. There is no proposed increase in existing local option taxes.

Ordinance No 1244 proposes the following changes:

1. Extension of the existing 1% local option non-property tax for a period of five years from its effective date of July 1, 2023.
2. Half of the one percent to be allocated for the ongoing purpose of preservation and support of air service

3. Half of the one percent to be allocated solely for the purpose of preservation and creation of workforce housing.

This is an extension of the existing one percent local option tax with a modified allocation of purposes. There is no proposed increase in existing local option taxes.

**Half of the One Percent (0.5%) for Air Service and Half of the One Percent (0.5%) for Workforce Housing**

<b>IN FAVOR</b>	→	<input type="checkbox"/>
<b>AGAINST</b>	→	<input type="checkbox"/>

Ordinance No. 1244 was adopted by the Ketchum City Council on \_\_\_\_\_, 2023, but will only be effective upon approval of sixty percent of the registered voters that vote on this ballot.

**SECTION 2. SEVERABILITY CLAUSE.** 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 3. PUBLICATION.** This Ordinance shall be published once in the official newspaper of the City.

**SECTION 4. REPEALER CLAUSE.** All City code sections, ordinances or resolutions or parts thereof, which are in conflict herewith are hereby repealed.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall be in full force and effect on July 1, 2023, after voter approval, passage by City Council and Mayor, and publication according to law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, and approved by the Mayor this \_\_\_ day of \_\_\_\_\_ 2023.

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

ATTEST:

\_\_\_\_\_  
Trent Donat, City Clerk

City of Ketchum Ordinance No. 1244



## City of Ketchum

February 21, 2023

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Update on Issuance of Wastewater Revenue Bonds**

#### Recommendation and Summary

The city's financial advisor (Zions Public Finance) and bond counsel (Skinner-Fawcett) will be providing a status update (presentation attached) related to the first issuance of debt to fund needed improvements at the wastewater treatment facility. The purpose of the briefing is to ensure the Council is comfortable with proceeding with the following steps:

- March 6<sup>th</sup> – first reading
- March 27<sup>th</sup> - second and third reading
- April 11<sup>th</sup> – bond sale
- April 25<sup>th</sup> – bond closing

#### Introduction and History

The city retained HDR Engineering to update the previous Wastewater Facility Plan and create a new twenty-year Capital Improvement Plan to meet the needs of the town and comply with regulations set forth by the Idaho Department of Environmental Quality (DEQ).

The Capital Improvement Plan (CIP) calls for \$37,207,000 (2022 dollars) in future investments to upgrade the treatment plant. Different financial scenarios were developed to fund the CIP. The city evaluated two financing options to implement the plan. Option one was a non-debt approach which would have required customer rates to be adjusted 60% in FY23, and 25% in FY24 and FY25. Option two was the utilization of debt which would require a 7% rate adjustment in FY23 and 5% in subsequent years. The recommended financial model assumes a 50/50 split in CIP costs with the Sun Valley Water & Sewer District. The district board has been briefed on the new CIP plan/costs and has expressed no concerns.

On November 8, 2022, voters approved the issuance of up to \$14,000,000 in revenue bonds.

#### Sustainability Impact

The treatment plant discharges into the Big Wood River. One of the major focuses of the capital improvements is to meet current and future water quality standards. The city already utilized a water reuse approach to service irrigation needs. The plan also reviewed any opportunities to reduce the consumption of electricity. Lastly, the plan seeks to transition biosolids to compost materials.



### Financial Impact

Zions and city staff are recommending the first issuance of \$7,000,000 in revenue bonds to fund the first phase of the Capital Improvement Plan.

### Attachments

Presentation

Draft Preliminary Official Statement

Draft Master Ordinance 1247

Draft Series Ordinance 1248

Draft Bond Purchase Agreement

Draft Continuing Disclosure Agreement



ZIONS PUBLIC FINANCE, INC.

# City of Ketchum City Council Update

February 21, 2023

**Michael Keith**

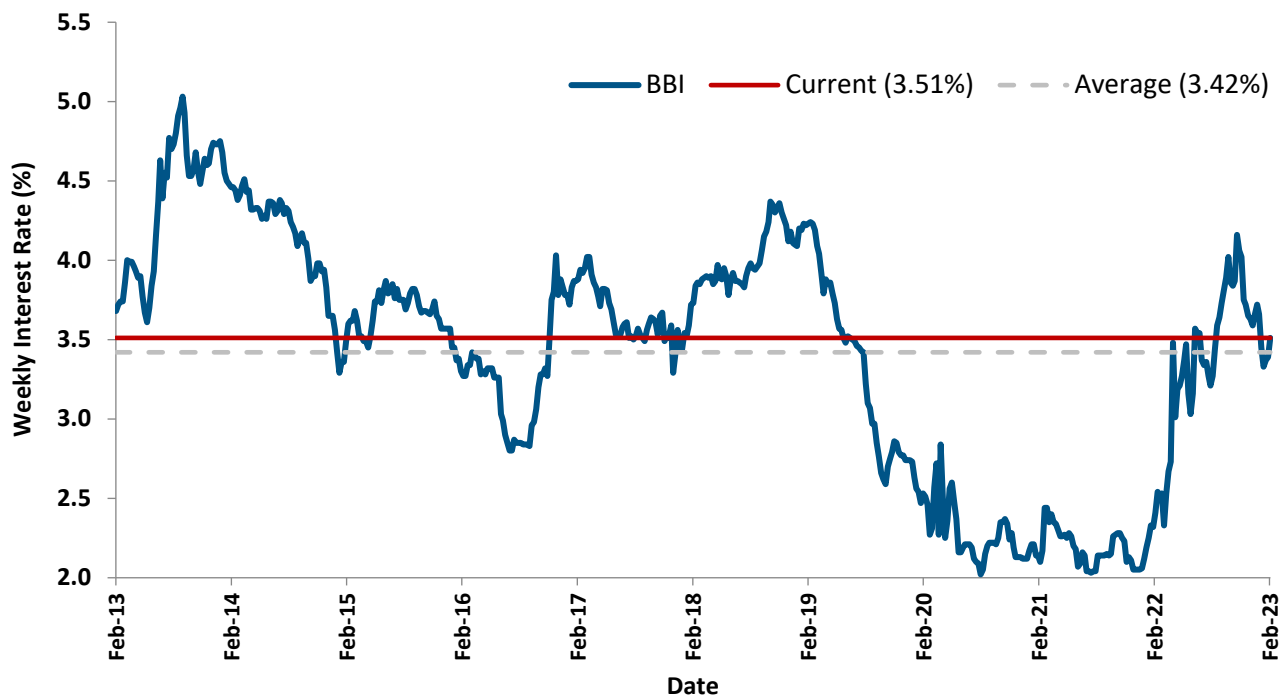
VICE PRESIDENT

Tel: +1 208-501-7533

Email: [michael.keith@zionsbancorp.com](mailto:michael.keith@zionsbancorp.com)

# Market Update

## Bond Buyer Index



### Bond Buyer Index (BBI)

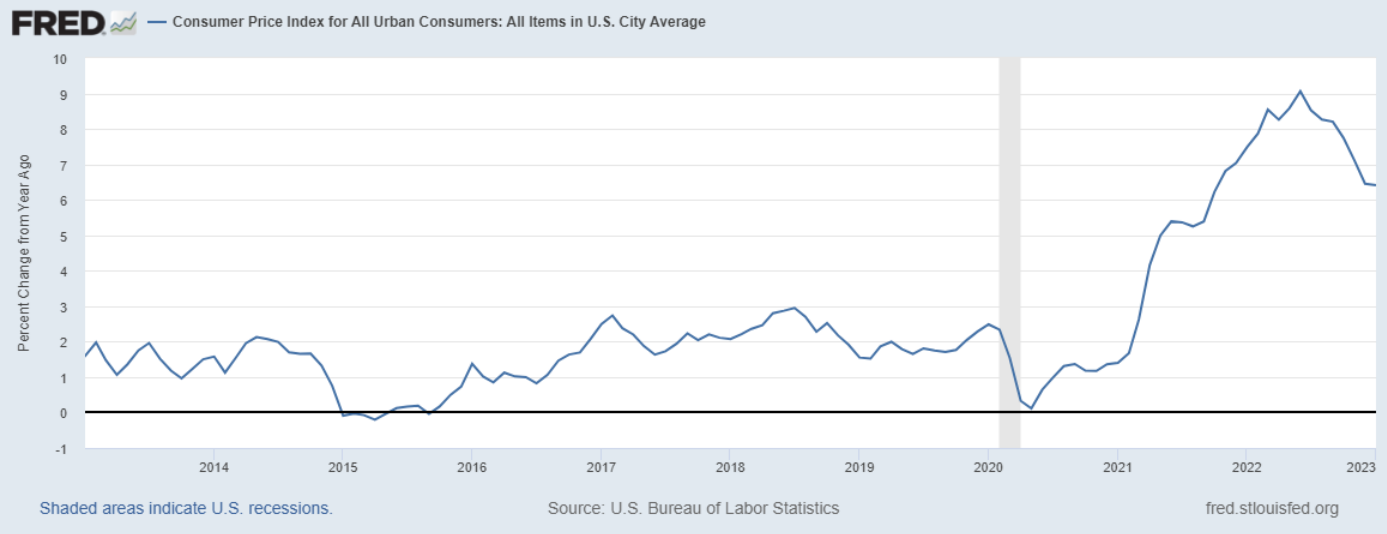
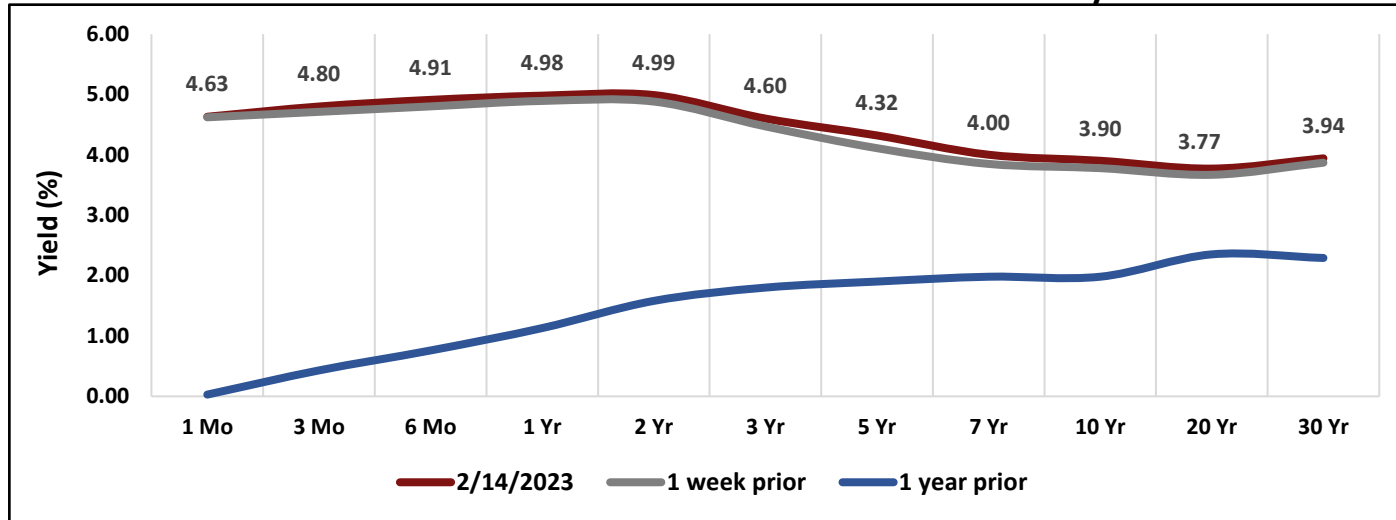
An index based on the prices of 40 recently issued and actively traded long-term municipal bonds with AA or A ratings

## Historical Bond Analysis

Projected Bond Cost As of:	7/7/2022	8/10/2022	2/6/2023
Assumed Rating	"A+"	"A+"	"A+"
True Interest Cost ("TIC")	4.54%	4.16%	3.78%

# Market Update

## U.S. Treasury Curves



# Bond Overview

## 2023 Proposed Bonds

Issue Date	4/25/2023
Interest Payment Dates	3/15 & 9/15
Principal	9/15
Final Maturity	9/15/2043
Interest Rate (TIC) (as of 02/06/23)	3.78%
Term	20 Years

Project Deposit \$7,000,000

Estimated Interest Cost \$3,191,312

Total Estimated Debt Service \$10,338,812

**Average Annual Payment \$492,324**

## Estimated Cost of Issuance

Skinner Fawcett Disclosure Fee	\$30,000
Skinner Fawcett Bond Counsel Fee	\$27,500
S&P Rating Fee (estimated)	\$20,000
Zions Public Finance M.A. Fee	\$21,000
Zions Public Finance Consulting Fee	\$7,500
Trust Fees & Misc.	\$5,000
Underwriter's Discount	\$36,500

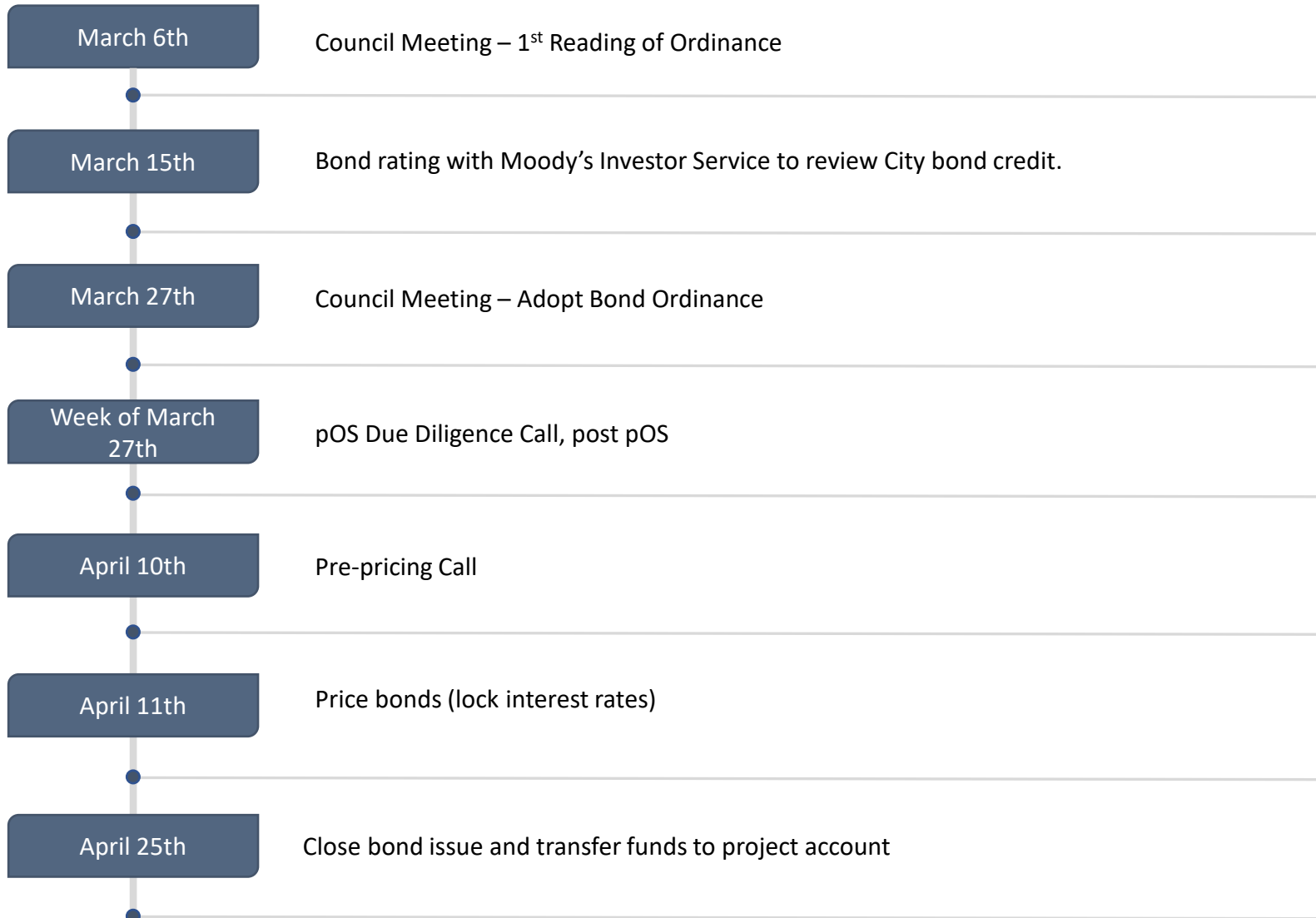
**Total \$147,500**

# 10-year Wastewater CIP Funding Model

## Updates to Wastewater model:

- Cash balances now reflect 9/30/2022 numbers
- Initial bond sale amount was updated to \$7M to ensure adequate cash flows to fund first 5 years of CIP.
- Model anticipates a second bond sale FY 2028 or 2029.
- Long-range goal is to allow cash balances to accumulate to offset future CIP needs and limit borrowing. Assumes annual rate increases of 5% through 2032.

# Preliminary timeline



*In the opinion of Skinner Fawcett LLP, Bond Counsel, based upon an analysis of existing laws, regulations, rulings, and court decisions and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Series 2023 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of Idaho personal income taxes. In the further opinion of Bond Counsel, interest on the Series 2023 Bonds is not a specific preference item for purposes of the federal alternative minimum tax on individuals; however, interest on the Series 2023 Bonds is taken into account in determining annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on certain corporations for tax years beginning after December 31, 2022. Bond Counsel is also of the opinion that interest on the Series 2023 Bonds is exempt from State of Idaho personal income taxes. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual, or receipt of interest on, the Series 2023 Bonds. For a more complete description, see "TAX MATTERS" herein.*



**CITY OF KETCHUM, IDAHO**  
**\$7,000,000<sup>(1)</sup> Wastewater Revenue Bonds, Series 2023**

**DATED: Date of Delivery (estimated to be April 25, 2023<sup>(1)</sup>) DUE: September 1, as shown herein**

The City of Ketchum, Idaho Wastewater Revenue Bonds, Series 2023 (the "Series 2023 Bonds") will be issued by the City of Ketchum, Idaho (the "City") pursuant to Ordinance No. 23-[] adopted by the City on [March 27], 2023, as supplemented and amended (the "Master Ordinance"), and Ordinance No. 23-[] adopted by the City on [March 27], 2023 (the "Series 2023 Ordinance" and together with the Master Ordinance, collectively, the "Bond Ordinance"). The Series 2023 Bonds are being issued to (i) finance the City's acquisition, construction, and installation of certain improvements (the "Series 2023 Project") to the jointly owned Ketchum / Sun Valley Water & Sewer District (the "District") Water Reclamation Facility (the "Facility"), which aggregates, renews, and disposes of wastewater for the separately owned and operated wastewater collection systems of the City and the District, respectively (that portion of the Facility owned by the City and its separately owned wastewater collection system are referred herein to as the "System"), and (ii) pay the costs of issuance of the Series 2023 Bonds.

The Series 2023 Bonds are initially issuable in book-entry form only through The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2023 Bonds. The Series 2023 Bonds bear interest payable semiannually on each March 1 and September 1, beginning September 1, 2023, to the maturity of the Series 2023 Bonds. Principal will be payable annually each September 1 as indicated herein, beginning September 1, 2023, to the maturity of the Series 2023 Bonds. See "Maturity Schedule" on the inside cover hereof. The Series 2023 Bonds are subject to redemption prior to their stated maturities as further described below. See "Redemption Provisions" herein.

The Series 2023 Bonds are secured by a pledge of the Net Revenue of the System (hereinafter defined) superior to all other charges of any kind. The City reserves the right to issue parity bonds secured by a pledge of Net Revenues upon compliance with certain conditions. **THE SERIES 2023 BONDS ARE SPECIAL OBLIGATIONS OF THE CITY PAYABLE ONLY FROM THE BOND FUND. THE SERIES 2023 BONDS DO NOT CONSTITUTE GENERAL OBLIGATIONS OF THE CITY OR THE STATE OF IDAHO (THE "STATE"), OR ANY POLITICAL SUBDIVISION OF THE STATE, OR A CHARGE UPON ANY GENERAL FUND OR UPON ANY MONEY OR OTHER PROPERTY OF THE CITY OR OF THE STATE, OR OF ANY POLITICAL SUBDIVISION OF THE STATE NOT SPECIFICALLY PLEDGED BY THE CITY'S BOND ORDINANCE AUTHORIZING THE SERIES 2023 BONDS. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, STATE OF IDAHO, NOR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED FOR PAYMENT OF THE SERIES 2023 BONDS.** See "SECURITY FOR THE SERIES 2023 BONDS."

**MATURITY SCHEDULE—ON INSIDE COVER**

The Series 2023 Bonds are offered when, as and if received and accepted by Piper Sandler & Co., subject to the final approving legal opinion of Bond Counsel. Certain matters will be passed on for the City by the City Attorney and by its disclosure counsel, Skinner Fawcett LLP. It is expected the Series 2023 Bonds will be available for delivery to the Bond Registrar on behalf of DTC by Fast Automated Securities Transfer on or about April 25, 2023 (the "Date of Delivery").

*This cover page contains certain information for quick reference only. It is not a summary of the issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.*



(1) Preliminary, subject to change.

This is a Preliminary Official Statement, subject to correction and change. The City has authorized the distribution of the Preliminary Official Statement to prospective purchasers and others. Upon the sale of the Series 2023 Bonds, the City will complete and deliver an Official Statement substantially in this form.



**City of Ketchum, Idaho**  
**\$7,000,000<sup>(1)</sup> Wastewater Revenue, Series 2023**

**DATED: Date of Delivery**

**DUE: September 1, as shown below**

**MATURITY SCHEDULE**

Due September 1	Amounts <sup>(1)</sup>	Interest Rates	Yields	CUSIP <sup>(2)</sup>
2023	\$			
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				
2043				

(1) Preliminary, subject to change.

(2) The CUSIP numbers herein are provided by CUSIP Global Services (CGS), which is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. CUSIP is a registered trademark of the American Bankers Association. CUSIP numbers are provided for convenience of reference only. CUSIP numbers are subject to change. Neither the City nor the Underwriter takes any responsibility for the accuracy of such CUSIP numbers.

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(1) Preliminary, subject to change.

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This Official Statement does not constitute an offer to sell the Series 2023 Bonds in any jurisdiction in which or to a person to whom it is unlawful to make such an offer. No dealer, salesperson or other person has been authorized by the City, Zions Public Finance, Inc. (the “Municipal Advisor”) or Piper Sandler & Co. (the “Underwriter”) to give any information or to make any representations, other than those contained herein, in connection with the offering of the Series 2023 Bonds and, if given or made, such information or representations must not be relied upon. The City makes no representation regarding the accuracy or completeness of the information provided in “Appendix E—Book-Entry Only System,” which has been furnished by DTC. Estimates and opinions are included and should not be interpreted as statements of fact. Summaries of documents do not purport to be complete statements of the provisions. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create an implication that there has been no change in the affairs of the City since the date hereof.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. Certain statements contained in this Official Statement do not reflect historical facts but are forecasts and “forward-looking statements.” No assurance can be given that the future results discussed herein will be achieved, and actual results may differ materially from the forecasts described herein. In this respect, words such as “estimated,” “projected,” “anticipate,” “expect,” “intend,” “plan,” “believe,” and similar expressions are intended to identify forward-looking statements. All projections, assumptions and other forward-looking statements are expressly qualified in their entirety by the cautionary statements set forth in this Official Statement.

*This Preliminary Official Statement has been “deemed final” by the City, pursuant to Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, except for information which is permitted to be excluded from this Preliminary Official Statement under said Rule 15c2-12.*

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**CITY OF KETCHUM, IDAHO**  
**191 5<sup>th</sup> Street West (PO Box 2315)**  
**Ketchum, Idaho 83340**  
**(208) 726-3841**  
**www.ketchumidaho.org\***

**CITY COUNCIL**

<u>Name</u>	<u>Position</u>	<u>Term Expires</u>
Neil Bradshaw	Mayor	2026
Jim Slanetz	Council President	2024
Courtney Hamilton	Councilor	2026
Amanda Breen	Councilor	2026
Michael David	Councilor	2024

**ADMINISTRATION**

Jade Riley, City Administrator  
Shellie Rubel, City Treasurer  
Matthew Johnson, City Attorney  
Mick Mummert, Wastewater Division Supervisor

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**UNDERWRITER**

Piper Sandler & Co.  
101 South Capitol Blvd, Suite 603  
Boise, ID 83702

**BOND AND DISCLOSURE COUNSEL**

Skinner Fawcett LLP  
250 W. Bobwhite Ct., Suite 240  
Boise, Idaho 83706

**BOND REGISTRAR**

Zions Bancorporation, National Association  
800 W Main St, Suite 700  
Boise, ID 83702

**MUNICIPAL ADVISOR**

Zions Public Finance, Inc.  
800 W. Main Street, Suite 700  
Boise, ID 83702

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\*The City's website is not incorporated into, or a part of, this Official Statement by this reference.

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# PRELIMINARY OFFICIAL STATEMENT

## CITY OF KETCHUM, IDAHO

### \$7,000,000<sup>(1)</sup> Wastewater Revenue Bonds, Series 2023

The City of Ketchum, Idaho (the “City”), a municipal corporation duly organized and existing under and by virtue of the laws of the State of Idaho (the “State”), furnishes this Official Statement in connection with the offering of its \$7,000,000<sup>(1)</sup> aggregate principal amount of Wastewater Revenue Bonds, Series 2023 (the “Series 2023 Bonds”), dated the date of delivery. Certain capitalized words and phrases used in this Official Statement and not defined herein have the meanings as defined in the Bond Ordinance (hereinafter defined), which is attached hereto as Appendix B.

The Series 2023 Bonds are being issued to (i) finance the City’s acquisition, construction, and installation of certain improvements (the “Series 2023 Project”) to the jointly owned Ketchum / Sun Valley Water & Sewer District (the “District”) Water Reclamation Facility (the “Facility”), which aggregates, renews, and disposes of wastewater for the separately owned and operated wastewater collection systems of the City and the District, respectively (that portion of the Facility owned by the City and its separately owned wastewater collection system are collectively referred herein to as the “System”), and (ii) pay the costs of issuance of the Series 2023 Bonds. *See* “DESCRIPTION OF THE SERIES 2023 BONDS – Authorization for Issuance” and “PURPOSE AND USE OF PROCEEDS.”

The City has reserved the right in the Master Ordinance (hereafter defined) to issue additional bonds or obligations with a lien on Net Revenues (as defined below) of the System on a parity with the lien on the Series 2023 Bonds upon satisfaction of certain conditions (“Parity Bonds”). *See* “SECURITY FOR THE SERIES 2023 BONDS–Future Obligations–Parity Bonds.” The Series 2023 Bonds and any Parity Bonds are hereinafter collectively referred to as the “Bonds.”

The Series 2023 Bonds are revenue obligations of the City’s System. Neither the full faith and credit nor the taxing power of the City is pledged to the payment of the Series 2023 Bonds. The Series 2023 Bonds are not obligations of the State or any political subdivision thereof other than the City. *See* “SECURITY FOR THE SERIES 2023 BONDS.”

This Official Statement, which includes the cover page and appendices, provides information concerning the City, the Series 2023 Bonds, and the System.

The information set forth herein has been obtained from the City and other sources that are believed to be reliable. Piper Sandler & Co. (the “Underwriter”) has relied on the City with respect to the accuracy and sufficiency of such information, and such information is not to be construed as a representation, warranty or guarantee by the Underwriter. So far as any statement herein includes matters of opinion, or estimates of future expenses and income, whether or not expressly so stated, they are intended merely as such and not as representations of fact.

## DESCRIPTION OF THE SERIES 2023 BONDS

### Authorization for Issuance

The Series 2023 Bonds are issued pursuant to Ordinance No. 23-[ ] adopted by the City on [March 27], 2023, as it may be supplemented and amended (the “Master Ordinance”), and Ordinance No. 23-[ ] adopted by the City on [March 27], 2023 (the “Series 2023 Ordinance,” and together with the Master Ordinance, collectively herein the “Bond Ordinance”), and under and in accordance with the City Code and the laws and provisions of the State, including Idaho Code Sections 50-1027 through 50-1042, inclusive, and Idaho Code, Title 57, Chapter 2 (collectively, the “Act”).

A ballot measure to authorize the City to issue revenue bonds in the aggregate amount of up to \$14 million over the next ten years (the “Bonding Capacity”) was approved by a favorable vote at an election held in the City on November 8, 2022. The City can issue one or more series of revenue bonds or other obligations up to the Bonding Capacity. Refundings of

outstanding revenue bonds may be issued without a vote of the electorate of the City and such par amounts allocated to refunding bonds are not considered when determining the remaining Bonding Capacity. Nothing in the Bond Ordinance prevents the City from seeking authority to increase the Bonding Capacity at subsequent bond elections or by means of judicial confirmation under Idaho Code, Title 7, Chapter 13.

**Principal Amount, Date, Interest Rates and Maturities**

The Series 2023 Bonds will be issued in the principal amounts shown on the inside cover page of this Official Statement and will be dated and bear interest from the Date of Delivery. The Series 2023 Bonds will mature on the dates set forth on the inside cover page of this Official Statement and will bear interest, payable semiannually, until the maturity or earlier redemption of the Series 2023 Bonds. Interest on the Series 2023 Bonds will be computed based on a 360-day year consisting of twelve 30-day months.

**Redemption Provisions**

*Optional Redemption.* The Series 2023 Bonds maturing on and before September 1, 2033, are not subject to redemption prior to maturity. The Series 2023 Bonds maturing on and after September 1, 2034, are subject to redemption at the option of the City, in whole or in part on September 1, 2033, and any date thereafter at the price of par plus accrued interest, if any, to the date of redemption.

*[Mandatory Sinking Fund Redemption.* The Series 2023 Bonds maturing on September 1, [ ] are subject to mandatory sinking fund redemption prior to their stated maturity, at a price of 100% of the principal amount of the Series 2023 Bonds to be so redeemed, plus accrued interest to the date fixed for redemption, on September 1 of the years, and in the amounts, shown below:

SEPTEMBER 1 OF THE YEAR	MANDATORY REDEMPTION AMOUNT
	\$

\*

---

\* Stated Maturity.]

*Selection for Redemption.* For as long as the Series 2023 Bonds are in book-entry only form, if fewer than all the Series 2023 Bonds are called for redemption, the selection of Series 2023 Bonds to be redeemed will be made by The Depository Trust Company, New York, New York (“DTC”) in accordance with its operational procedures then in effect. [If less than all of a Series 2023 Bond that is subject to mandatory sinking fund redemption is to be redeemed, the redemption price shall be applied to such mandatory sinking fund installments as the City shall direct.] See “Appendix E—Book Entry Only System” attached hereto. If the Series 2023 Bonds are no longer held in book-entry only form, then Zions Bancorporation, National Association, as the bond registrar and paying agent (the “Bond Registrar”), will select Series 2023 Bonds for redemption by lot in multiples of \$5,000 within each maturity.

*Notice of Redemption (Book-Entry).* So long as the Series 2023 Bonds are in book-entry only form, the Bond Registrar will notify DTC of an early redemption not less than 30 days prior to the date fixed for redemption and will provide such information as required by a letter of representation submitted to DTC in connection with the issuance of the Series 2023 Bonds.



*Notice of Redemption (No Book-Entry).* During any period in which the Series 2023 Bonds are not in book-entry only form, unless waived by any person in whose name such Bonds are registered (the “Beneficial Owners”) of the Series 2023 Bonds to be redeemed, official notice of any redemption of Bonds will be given by the Bond Registrar on behalf of the City by mailing a copy of an official redemption notice by first class mail, postage prepaid, no less than 30 days and not more than 60 days prior to the date fixed for redemption, to the Beneficial Owners of the Series 2023 Bonds to be redeemed at the address shown on the bond register or at such other address as is furnished in writing by such Beneficial Owner to the Bond Registrar.

*Conditional Notice of Redemption.* Any notice of optional redemption given for the Series 2023 Bonds pursuant to the Series 2023 Ordinance may state that optional redemption is conditional upon receipt by the Bond Registrar of amounts sufficient to pay the redemption price of such Series 2023 Bonds or upon the satisfaction of any other condition, and/or that such notice may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission or of the failure of any such condition shall be given by the Bond Registrar to affected owners of the Series 2023 Bonds as promptly as practicable.

### **Defeasance**

In the event money and/or “government obligations,” as defined in Idaho Code Section 57-504, as it may be amended, maturing at such time or times and bearing interest to be earned thereon in amounts sufficient to redeem and retire the Series 2023 Bonds or any of them in accordance with their terms are irrevocably deposited with an escrow agent to effect such redemption, then no further payments need be made into the Bond Fund under the Bond Ordinance for the payment of the principal of and interest on the Series 2023 Bonds so provided for. Such Bonds will cease to be entitled to any lien, benefit, or security of the Bond Ordinance except the right to receive the funds so set aside and pledged, and such Bonds will be deemed not to be outstanding.

### **Bond Registrar and Registration Features**

*Book-Entry System.* The Series 2023 Bonds will be issued in fully registered form and, when issued, will be registered in the name of Cede & Co. as Bond Owner and as nominee for DTC. DTC will function as securities depository for the Series 2023 Bonds. Individual purchases and sales of the Series 2023 Bonds may be made in book-entry form only in minimum denominations of \$5,000 and integral multiples thereof. Purchasers will not receive certificates representing their interest in the Series 2023 Bonds. *See* “Appendix E—Book Entry Only System” attached hereto for additional information.

*Bond Registrar.* The principal of and interest on the Series 2023 Bonds will be payable by the Bond Registrar to DTC, which, in turn, is obligated to remit such principal and interest to its participants (“DTC Participants”) for subsequent disbursement to the Beneficial Owners of the Series 2023 Bonds, as further described in “Appendix E—Book Entry Only System” attached hereto. Interest on the Series 2023 Bonds will be credited to the Beneficial Owners by the DTC Participants.

*Procedure in the Event of Revisions of Book-Entry Transfer System.* If DTC resigns as the securities depository and the City is unable to retain a qualified successor to DTC, or the City has determined that it is in the best interest of the City not to continue the book-entry system of transfer or that interests of the Beneficial Owners of the Series 2023 Bonds might be adversely affected if the book-entry system of transfer is continued, the City will execute, authenticate and deliver at no cost to the Beneficial Owners of the Series 2023 Bonds or their nominees, Bonds in fully registered form, in the denomination of \$5,000 or any integral multiple thereof. Thereafter, the principal of the Series 2023 Bonds will be payable upon due presentment and surrender thereof at the principal office of the Bond Registrar; interest on the Series 2023 Bonds will be mailed or caused to be delivered to the persons in whose names such Bonds are registered, at the address appearing upon the registration books on the fifteenth day preceding the interest payment date, or, if not a business day for the Bond Registrar, the next preceding day that is a business day for the Bond Registrar, and the Series 2023 Bonds will be transferable as provided in the Bond Ordinance.

## **Litigation**

There is no litigation pending questioning the validity of the Series 2023 Bonds nor the power and authority of the City to issue the Series 2023 Bonds. There is no litigation pending that would materially affect the Net Revenues of the System or affect the City’s ability to meet debt service requirements on the Series 2023 Bonds.

## **PURPOSE AND USE OF PROCEEDS**

### **Purpose**

The proceeds from the sale of the Series 2023 Bonds will be used to (i) finance the Project, as defined, and described herein, and (ii) pay the costs of issuance of the Series 2023 Bonds.

### **The Project**

The City’s planned improvements to the System are designed to address Service Area growth, aging infrastructure and equipment, treatment capacity needs, and permit limitations and regulatory discharge requirements, as more specifically defined and described in the City of Ketchum / Sun Valley Water & Sewer District Wastewater Facility Planning Study (hereinafter the “Facility Plan”) prepared by HDR Engineering, Inc., Boise, Idaho (the “Engineer”), released in June of 2022. A portion of the proceeds of the Series 2023 Bonds will be used to finance certain capital improvements to the System described in the Facility Plan, including upgrades related to screening, pumping, grit removal, biological treatment, tertiary filtration, and disinfection (the “Series 2023 Project” and together with the remaining improvements described in the Facility Plan, collectively the “Project”). The Project will occur in two ten-year phases based on a 20-year planning period (the “Planning Period”) at an estimated total cost of \$37.2 million. The Bonding Authority consists of funds to finance a portion of the Project, to be constructed in the first ten years of the Planning Period.

*Additional Funding for the Project.* The City and District co-own the Facility pursuant to a Memorandum of Understanding (herein the “MOU”) first signed in 1984, and most recently renewed and reaffirmed on January 17, 2023. The MOU expressly affirms the Facility is jointly and equally owned and, therefore, capital construction costs, including Project costs described in this Official Statement, are paid one-half by the City and one-half by the District. The scope, timing, and costs of the Project will be jointly agreed upon, pursuant to the MOU, and as already outlined and described in the Facility Plan. Pursuant to this longstanding cooperative arrangement, the City is responsible for approximately \$18.9 million in Project capital construction costs. The City intends to fund this portion of the Project with a combination of rate-funded revenue (“Rate-Funded Capital”), the proceeds of the Series 2023 Bonds, Parity Bonds, additional future federal and state grants or loans, funds derived from the City’s cooperative agreement with the District, and other City funds. See “THE SYSTEM – Facility Plan” below.

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## Sources and Uses of Funds

The proceeds from the Series 2023 Bonds are estimated to be applied as follows:

### Sources and Uses of Funds <sup>(1)</sup>

	Series 2023 Bonds
<b>Sources of Funds:</b>	
Principal Amount	\$
[Net] Reoffering Premium	
[Issue Discount]	
<b>Total Sources</b>	<b>\$</b>
<b>Uses of Funds:</b>	
Project Fund	
Costs of Issuance <sup>(2)</sup>	
<b>Total Uses</b>	<b>\$</b>

(1) Amounts will be provided in the final Official Statement.

(2) Includes underwriter's discount, bond counsel, disclosure counsel and underwriter's counsel fees, municipal advisor, escrow, verification, and rating agency fees, printing costs and other costs of issuance of the Series 2023 Bonds.

## SECURITY FOR THE SERIES 2023 BONDS

### Pledge of Net Revenues

The Series 2023 Bonds are revenue obligations payable from and secured by a pledge of the Revenue of the System after deduction of the Operation and Maintenance Expenses (the "Net Revenues"). Revenues of the System include all earnings, revenue, and moneys received by the City from or on account of the operation of the System under generally accepted accounting principles, including income from investments of money in the Bond Fund (hereinafter defined) or from any other investment thereof, except the income from investments irrevocably pledged to the payment of any other revenue obligations of the City pursuant to a plan of retirement or refunding. Revenues shall be increased and/or decreased in accordance with the Master Ordinance. Specific items excluded from Revenues can be found in the Master Ordinance. *See* "Appendix B—Master Bond Ordinance and Series 2023 Ordinance." Operation and Maintenance Expenses of the System include all costs incurred by the City and properly treated as expenses of operating, maintaining and repairing the System under generally accepted accounting principles, whether paid or accrued, or of levying, collecting and otherwise administering the Revenues for the payment of the Bonds, including but not limited to those expenses further enumerated in the Master Ordinance, but not including any payment for debt service or deposits into a reserve account, depreciation or taxes levied or imposed by the City of payments to the City in lieu of taxes, or capital additions or capital replacements to the System. *See* "Appendix B—Master Bond Ordinance and Series 2023 Ordinance."

The Series 2023 Bonds constitute a lien and charge on the Net Revenues prior and superior to any other charges whatsoever except the lien and charge may be on a parity with any Parity Bonds the City may issue in the future.

The Series 2023 Bonds are special fund obligations of the City payable only from amounts on deposit in the Bond Fund, which includes the Debt Service Account and Debt Service Reserve Account, if funded, and any subaccounts thereunder. *See* "Wastewater Services Funds and Accounts" below. The Bond Fund will at all times be completely segregated and set apart from all other City funds and accounts for the security and the payment of the principal of and interest on the Series 2023 Bonds as they become due. The Series 2023 Bonds are not an obligation of the State, Blaine County (the "County"), the District, or any political subdivision thereof other than the City, and neither the full faith and credit nor the taxing power of the City, the County or the State are pledged to the payment of the Series 2023 Bonds.

## Rate Covenant

The City has established and has covenanted in the Bond Ordinance to maintain and collect from the users of the System rates and charges for furnishing the services and the facilities of the System to such users thereof. The City has covenanted to establish, maintain, and collect such rates and charges for service of its System to satisfy the Rate Covenant for so long as any Bonds are Outstanding. The “Rate Covenant” requires Net Revenue in each Fiscal Year at least equal to 125% of the amount of principal and interest required to be paid in such Fiscal Year on all Outstanding Bonds, as adjusted in accordance with the Master Ordinance. See “WASTEWATER SYSTEM AND SERVICES” below for historical Net Revenues and Debt Service Coverage, as well as projected Net Revenues and Debt Service Coverage.

## Wastewater Services Funds and Accounts

The Bond Ordinance created the following funds and accounts, that will be held and administered by the City: the City of Ketchum Wastewater Revenue Fund (the “Revenue Fund”), including the Stabilization Account therein, the City of Ketchum Wastewater Revenue Bond Fund (the “Bond Fund”), including the Debt Service Account and Debt Service Reserve Account therein (the “Reserve Account”), the City of Ketchum Wastewater Revenue Project Fund (the “Project Fund”), and the Rebate Fund (collectively, the “Funds”). Additional information on each of these Funds follows.

*Revenue Fund.* Pursuant to the Master Ordinance the City is required to maintain the Revenue Fund as a separate enterprise fund of the City, and to deposit the Revenues of the System into the Revenue Fund as collected. The Net Revenues shall be used for payment of the following obligations in the following order of priority:

- (1) to pay the Operation and Maintenance Expenses of the System;
- (2) to pay the interest on any Bonds;
- (3) to pay the principal of Bonds;
- (4) to make all payments required to be made into the Reserve Account, and any subaccounts thereunder, created in the future for the payment of debt service on any series of Bonds;
- (5) to make all payments, together with other available funds, on the day on which any rebates or penalties for Bonds are due to be paid to the United States pursuant to Section 148 of the Code;
- (6) to make all payments required to be made into a revenue bond redemption fund or revenue warrant redemption fund and debt service fund or reserve account hereafter created to pay and secure the payment of the principal of and interest on any loans or bonds which have a lien upon the Net Revenues of the System junior and inferior to the lien thereon for the payment of the principal of and interest on the Bonds; and
- (7) to retire by redemption or purchase any outstanding Bonds or subordinate revenue warrants or subordinate Bonds of the City payable out of the Net Revenues, to make necessary additions, betterments, improvements, and repairs to or extensions and replacements of the System, or for any other lawful City purposes.

Upon satisfaction of the obligations above, the City may use Revenues of the System for any other lawful purpose, including but not limited to capital improvements. See “WASTEWATER SYSTEM AND SERVICES — Facility Plan.”

Stabilization Account. The City has created a Stabilization Account in the Revenue Fund pursuant to the Master Ordinance and shall maintain that account as long as Bonds are Outstanding. Revenues may be transferred to the Stabilization Account at the option of the City on any date. Money in the Stabilization Account may be withdrawn at any time and used for any purpose for which the Revenues may be used. Any deposits to or withdrawals from the Stabilization Account will decrease or increase, respectively, Revenues in the Fiscal Year for which such deposit or withdrawal was made. The City may adjust any deposits to and withdrawals from the Stabilization Account for up to 180 days after the close of the applicable Fiscal Year. [The City will fund the Stabilization Account in the amount of \$[ ] million at settlement of the Series 2023 Bonds.]

*Bond Fund.* The Bond Fund exists solely for the purpose of paying the principal of, premium, if any, and interest on the Bonds. The Bond Fund consists of two accounts known as the “Debt Service Account” and the “Debt Service Reserve Account,” (the “Reserve Account”), and any subaccounts thereunder, as more fully described below:

Debt Service Account. As long as any Bonds remain Outstanding, the City is required by the Master Ordinance to set aside and pay from the Revenue Fund into the Debt Service Account those amounts necessary, together with such other funds as are on hand and available in the Debt Service Account, to pay the principal of and interest next coming due on the Bonds. Pursuant to the Series 2023 Ordinance, the City established the “Series 2023 Debt Service Account,” a subaccount to be held by the City for the payment the Series 2023 Bonds.

Reserve Account. The Master Ordinance requires the City to maintain a Reserve Account, and any subaccounts established thereunder, if required by any series ordinance for the purpose of securing the payment of principal of and interest on the respective Bonds subject to a Reserve Account Requirement, as defined in the Master Ordinance. [*The Series 2023 Ordinance did not establish a subaccount and the Series 2023 Bonds are not secured by the Reserve Account and not subject to a Reserve Account Requirement.*]

Moneys in the various accounts within the Bond Fund may be invested in Permitted Investments. Investments of funds in the accounts within the Bond Fund shall mature prior to the date on which such monies shall be needed for required interest, principal, or sinking fund installments. Investments of funds in the Reserve Account shall be available to pay any deficiencies that may occur in any of the accounts within the Bond Fund. All interest earned and income derived by virtue of such investments shall remain in the Bond Fund and be used to meet the required deposits into any account therein. Subject to the other provisions of the Bond Ordinance, moneys in the Debt Service Account and the Reserve Account may be combined for the purpose of purchasing investments, but the records of the City shall show to which account the respective portions of any such combined investment are credited.

*Project Fund.* The Master Ordinance creates the Project Fund, whereby a portion of the proceeds of the Bonds shall be deposited for the payment of the cost of acquisition and construction of improvements to the System, including costs of issuance of the Series 2023 Bonds. The Series 2023 Ordinance established the “Series 2023 Project Account” held by the City and used to pay the Cost of Acquisition and Construction of the Series 2023 Project and costs of issuance of the Series 2023 Bonds. Any moneys remaining in the Series 2023 Project Account after the full and final payment of the costs of the Series 2023 Project shall be transferred to the City and deposited in the Debt Service Account.

*Rebate Fund.* A Rebate Fund is established under the Master Ordinance into which shall be deposited, from time to time, all excess earnings on funds and accounts held by the City pursuant to the Master Ordinance or any series ordinance, to the extent required by any Tax Certificate of the City and said amounts shall be held in trust for the payment of arbitrage rebate in accordance with Section 148 of the Code and the Tax Certificate. All earnings on the Rebate Fund shall remain within said fund and shall be used for no other purpose unless the City provides the Bond Registrar with an opinion of nationally recognized bond counsel that another use will not cause interest on the respective Bonds to cease to qualify for exclusion from federal income taxation under the Code.

## **Future Obligations**

*Parity Bonds.* The City reserves the right in the Master Ordinance to issue Parity Bonds, which will constitute a lien and charge on the Net Revenues of the System on a parity with the Series 2023 Bonds, but only if (a) no Event of Default (as defined in the Master Ordinance) under the Master Ordinance or any Series Ordinance has occurred and is continuing; and (b) at the time of issuance of the Parity Bonds there is no deficiency in the Debt Service Account and all required deposits to all subaccounts, if any, in the Reserve Account have been made.

The Master Ordinance also requires either of the following to be filed with the City:

- (1) A certificate of the City Administrator or the City Treasurer stating that Net Revenues, adjusted as hereafter described, for (i) any twelve consecutive months selected by the City or Qualified Consultant out of the most recent eighteen months preceding the delivery of the Parity Bonds or (ii) the most recently completed Fiscal Year

for which audited financial statements are available (the “Base Period”), were not less than one hundred twenty five percent (125%) of Maximum Annual Debt Service on all then Outstanding Bonds, calculated as of the date the Parity Bonds are issued and with the proposed Parity Bonds treated as Outstanding. The City may adjust Net Revenues for purposes of this paragraph (1) by adding any Net Revenues the City Administrator or the City Treasurer calculates the City would have had in the Revenue Fund during the Base Period because of increases in System rates, fees and charges which have been adopted by the City and are in effect on or before the date the Parity Bonds are issued. The City shall adjust Net Revenues for the Base Period by eliminating the effect of any withdrawals from or deposits to the Stabilization Account; or

- (2) A certificate or opinion of a Qualified Consultant: (i) Stating the amount of the “Adjusted Net Revenues” for each of the five Fiscal Years after the last Fiscal Year for which interest on the Parity Bonds is, or is expected to be, capitalized, or, if interest will not be capitalized, for each of the five (5) Fiscal Years after the proposed Parity Bonds are issued; and (ii) concluding the respective amounts of Adjusted Net Revenues in each of the first four Fiscal Years described in this paragraph (2)(i) above are at least equal to one hundred twenty-five percent (125%) of the Annual Bond Debt Service for each of those respective Fiscal Years on all Outstanding Bonds, with the proposed Parity Bonds treated as Outstanding; and (iii) concluding the amount of Adjusted Net Revenues in the fifth Fiscal Year described in this paragraph (2)(i) above is at least equal to one hundred twenty-five percent (125%) of the Maximum Annual Debt Service, calculated for the period beginning with that fifth Fiscal Year on all then Outstanding Bonds, with the proposed Parity Bonds treated as Outstanding. The Qualified Consultant shall calculate “Adjusted Net Revenues” for purposes of this paragraph (2)(i) as set forth in Section 14(e) of the Master Ordinance.

*Refunding Bonds.* If the Parity Bonds are being issued for the purpose of refunding Outstanding Bonds (“Refunding Bonds”), the City may do so without complying with the requirements of “Parity Bonds” above, so long as the refunded Bonds are legally or economically defeased on the date of delivery of the Refunding Bonds and if the Annual Bond Debt Service on the Refunding Bonds does not exceed the Annual Bond Debt Service on the refunded Bonds in any Fiscal Year by more than five percent (5%).

*Subordinate Obligations.* Nothing in the Bond Ordinance shall prevent the City from issuing revenue bonds or other obligations which are a charge upon the Net Revenues of the System subordinate to the lien of the Bonds (“Subordinate Obligations”). As of the date of this Official Statement, the City has no Subordinate Obligations.

### **Separate Utility System**

Pursuant to the Master Ordinance, the City may declare property the City owns and is part of the System, but that has a value of less than ten percent (10%) of the System at the time of such declaration, and property which the City has not yet acquired but would otherwise become part of the System, to be part of a “Separate Utility System.” A Separate Utility System means any water supply, sewage collection or treatment, stormwater or other utility service or facilities that may be created, acquired, or constructed by the City in accordance with the Master Ordinance.

The City may pay costs of acquiring, operating, and maintaining a Separate Utility System from Net Revenues, but only if there is no deficit in the Debt Service Account or Reserve Account within the Bond Fund. The City may issue obligations which are secured by the revenues produced by the Separate Utility System and may pledge the Separate Utility System revenues to pay those obligations. In addition, the City may issue Subordinate Obligations to pay for costs of a Separate Utility System and may pledge the revenues of the Separate Utility System to pay the Subordinate Obligations. Further, the City may pledge the revenues produced by a Separate Utility System to pay the Bonds issued under the Master Ordinance by filing a written certificate of the Mayor and City Administrator declaring such pledge with the City and the Owner of the Bonds.

Neither the Revenue nor Net Revenues may be pledged to the payment of any obligations of a Separate Utility System except that the Net Revenues may be pledged on a basis subordinate to the lien on such revenue to the lien of the Bonds.

## **Additional Covenants**

The City has covenanted and agreed to, and with the owners of record (the “Registered Owners”) of the Series 2023 Bonds and any Parity Bonds, that the City will perform the following covenants:

*Rate Covenant.* The City has established, may from time-to-time revise, and shall maintain and shall collect from the users of the System, rates, and charges for furnishing the services and the facilities of the System to such users thereof. Said rates and charges are, and shall continue to be, uniform as to all persons or properties which are of the same class. The City shall establish, maintain, and collect such rates and charges for service of its System for so long as any Bonds are Outstanding and shall maintain the Rate Covenant.

*Acquire Projects.* The City shall commence the acquisition, construction and completion of any Project financed by proceeds of Bonds and continue the same with all practical dispatch and in a sound and economical manner.

*System Operation.* The City shall operate the System in an efficient and economical manner and prescribe, revise, and collect such charges in connection therewith so that the services, facilities, and properties of the System may be furnished at the lowest possible cost consistent with sound economy and prudent management.

*Good Repair.* The City shall operate, maintain, preserve, and keep the System and every part hereof in good repair, working order, and condition.

*Preserve Security.* The City shall preserve and protect the security of the Bonds and the rights of the Registered Owners thereof.

*Collect Revenues.* The City shall collect and hold in trust the Revenue of the System and other funds pledged to the payment of Bonds and apply such Revenue of the System or other funds only as provided in the Master Ordinance and all series ordinances.

*Service Bonds.* The City shall punctually pay the principal of and interest on Bonds on the date or dates, at the place or places, and in the manner that such sums are due in accordance with the Master Ordinance and all series ordinances.

*Pay Claims.* The City shall pay and discharge any and all lawful claims for labor, materials, and supplies which, if unpaid, might by law become a lien or charge upon the Revenue of the System, or any part of said Revenue of the System, or any funds in the hands of the City Administrator or City Treasurer, prior or superior to the lien of the Bonds or which might impair the security of the Bonds to the end that the priority and security of the Bonds shall be fully preserved and protected.

*Encumbrances, Sales, or Transfers of the System.* The City shall not encumber, sell, lease, or dispose of the System or any part thereof, nor enter into any lease or agreement which would impair or impede the operation of the System or any part thereof necessary to secure adequate Revenue for the payment of the principal of and interest on the Bonds and for the City to meet the Rate Covenant, nor which would otherwise impair or impede the rights of the Registered Owners of the Bonds with respect to such Revenue or the operation of the System except as explicitly set forth in the Master Ordinance. *See* “Appendix B—Master Bond Ordinance and Series 2023 Ordinance.”

*Insurance.* The City shall self-insure or procure and keep in force insurance upon all buildings and structures of the System and the machinery and equipment therein, which are usually insured by entities operating like property, in good and responsible insurance companies. The amount of the insurance shall be such as may be required to adequately protect it and the Registered Owners of any Bonds from loss due to any casualty, and in the event of any such loss, the proceeds shall be used to repair or restore the System or for the payment of Bonds.

*Fidelity Bonds.* The City shall procure suitable fidelity bonds covering all its officers and other employees charged with the operation of the System and the collection and disbursement of Revenue of the System.

*Engineers.* The City shall employ consulting engineers of acknowledged reputation, skill and experience in the improvement and operation of the System for any unusual or extraordinary items of maintenance, repair, extensions, or betterments as shall from time to time be required. All reports, estimates, and recommendations of such consulting engineers shall be filed with the Clerk and furnished to the Registered Owners of any Bonds upon request.

*Accounts.* The City shall keep and maintain proper and separate accounts and records in which complete and separate entries of all transactions relating to the System, and it will furnish complete operating and income statements upon request.

*Delinquencies.* The City shall not enter any new agreements or arrangements or make any new offers to provide System products or services at a discount from published rate schedules or provide free System products or services except: (i) for City-owned facilities, (ii) in case of emergencies, (iii) where the City exchanges services with the District or other water systems, or (iv) where in the reasonable judgement of the City such action does not materially reduce the Revenue received by the City.

### **Events of Default and Remedies**

See Section 21 “Events of Default” and Section 22 “Application of Funds and Moneys in Event of Default” in “Appendix B—Master Bond Ordinance and Series 2023 Ordinance” attached hereto.

## **COVID-19 PANDEMIC**

### **State Response**

In response to evidence of community spread of COVID-19, on March 13, 2020, Idaho Governor Brad Little (the “Governor”) proclaimed a state of emergency throughout the State. The State implemented a phased plan for allowing economic activity to increase. The plan occurred over four stages and set forth specific criteria for the State to meet before moving into each of the four stages, as well as business protocols for certain businesses to open in the various stages. COVID-19 vaccines are now available to all people in the State over the age of five. As of August 31, 2022, the State reports over 985,448 people are fully vaccinated with nearly half of those having received an additional booster dose. The State never issued vaccine mandates and banned vaccine passports. On March 8, 2022, the Governor announced that Idaho would end the health emergency declaration on April 15, 2022. There are currently no limitations on business operations, and no limits on gatherings.

### **City Response**

The City’s System maintained a strong financial condition during the pendency of the COVID-19 pandemic and its operations and capital spending plans were not materially impacted. Revenues of the System increased during the pendency of the COVID-19 pandemic. See “The System—TOTAL WASTEWATER RATE COLLECTION SUMMARY,” below. The City’s local option tax revenues further illustrate the fact that the City became a refuge during the pandemic, with year over year increases of 31% and 11% in 2021 and 2022, respectively.

The City did not offer any delinquency forgiveness related to late payments, though local housing authorities were able to offer utility assistance to renters within the Service Area by way of funds the State received through the Emergency Rental Assistance program. Collection rates of the System have increased since March 2020 and the City did not experience overall revenue loss because of the COVID-19 pandemic. While the City received Coronavirus Aid, Relief, and Economic Security Act funds and American Rescue Plan Act recovery funds, it did not allocate any of those funds to the System.

### **Risk Factors**

The current domestic and international financial disruption has had, and may continue to have, negative repercussions upon state, national and global economies. Examples of potential impacts include volatility in the securities markets,



significant losses in investment portfolios, a scarcity of credit, lack of confidence in the financial sector, reduced business activity, increased consumer bankruptcies, increased business failures and bankruptcies, and increased unemployment rates.

The full impact of the COVID-19 pandemic on the operations and financial condition of the City cannot be fully determined at this time due to the evolving nature of the pandemic, including uncertainties relating to the future actions of governmental authorities to contain or mitigate its impact, though such effect could be material and adverse. The City is continuously monitoring the situation and will adjust its response in concert with federal, state, and local health officials and governmental authorities.

### **Effect on the Series 2023 Bonds**

The Series 2023 Bonds are secured by and payable from the Revenues of the System. Revenues are dependent upon the payment of rates and charges by connected customers. Unless conditions related to the COVID-19 pandemic change, the City does not anticipate any ongoing adverse economic effects on the City's overall collection of Revenue, nor to its collection of Revenues of the System.

## **CITY INDEBTEDNESS**

### **General**

The following is a description of statutory limitations on distinct types of debt authorized for municipalities in the State:

*Special Assessment Bonds.* Idaho Code Sections 50-3101 et seq. and 50-1701 et seq. provide for special assessment bonds for community infrastructure districts ("CID") and local improvement districts ("LID"), respectively. There are no statutory limitations to the par amount of CID special assessment bonds that may be issued, other than the amount assessed against any property within the district may not be more than the taxable value of the property. For LID special assessment bonds, the aggregate fair market value of the real property within the assessment area, including the infrastructure financed with the special assessments, must be greater than three times the aggregate par amount of the LID special assessment bonds.

*Revenue Bonds.* There are no statutory limitations to the par amount of revenue bonds that can be issued by a municipality or CID, provided that the par amount may not exceed the costs of the project financed with proceeds of the revenue bonds. The project must be self-supporting and in the case of new money bonds, the par amount cannot exceed the amount authorized by voter approval or judicial confirmation. In the event of refunding bonds, the par amount cannot exceed the par amount of the refunded bonds.

*General Obligation Debt.* Idaho Code Section 50-1019 limits voter-approved general obligation debt for cities located in the State to an amount not to exceed 2% of the market value for assessment purposes, less the aggregate outstanding voter-approved general obligation bond indebtedness. General obligation debt requires two-thirds (2/3) voter approval. CIDs can also issue general obligation debt, but the aggregate outstanding par amount of the general obligation bonds, together with any other debt of the CID, may not exceed 9% of the actual or adjusted market value on all taxable property within the CID.

*Certificates of Participation.* Certificates of participation represent undivided ownership interests in lease payments under financing leases entered by a municipality. The payments evidenced by the lease are special obligations of the municipality subject to annual appropriation of the lease payments, and not a general obligation of the municipality. These obligations are subject to a municipality's willingness and ability to budget and annually appropriate funding to make the payments. Municipalities are authorized to lease real property pursuant to Chapter 14, Title 50, Idaho Code.

### **Outstanding Long-Term Debt**

The following table sets forth the City's outstanding long-term obligations.

**LONG-TERM INDEBTEDNESS**  
(AS OF FEBRUARY 1, 2023)

Type of Debt	Principal Outstanding
General Obligation Bonds	\$10,420,000
Revenue Bonds	
Water Revenue Refunding Bonds, Series 2014	\$820,000
Water Revenue Refunding Bonds, Series 2015	\$2,140,000
Capital Leases	\$1,342,063
<b>Total:</b>	<b>\$14,722,063<sup>(1)</sup></b>

*Source: The City of Ketchum and extracted from the City's FY 2022 Audited Financial Statements.*

(1) The City's long-term indebtedness described above is not supported by Revenues of the System.

**Debt Payment Record**

The City has promptly met all debt service payments on outstanding obligations. No refunding debt has been issued to avoid an impending default.

**Debt Service Requirements**

The following table shows the projected debt service requirements of the Series 2023 Bonds.

Fiscal Year Ending 9/30	Series 2023 Bonds		Total Debt Service
	Principal <sup>(1)</sup>	Interest	
2023	\$	\$	\$
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
<b>Total:</b>			

(1) Preliminary, subject to change.

**Future Financings**

Upon issuance of the Series 2023 Bonds, the City will have approximately \$7,000,000\* of the Bonding Capacity remaining to be issued and secured by the Net Revenues of the System. At the time of issuance, the Series 2023 Bonds

will be the only outstanding debt secured by a pledge of Net Revenues. See “PURPOSE AND USE OF PROCEEDS – Project – Additional Funding for Project” above. The City contemplates additional Parity Bonds being issued in the next [4] years. See “THE SYSTEM – Facility Plan” below.

## THE SYSTEM

### Introduction

The City owns and manages the System, which collects wastewater from throughout the City and transports it to the Facility. The System includes over 30 miles of pipeline, consisting of concrete and PVC, servicing approximately 2,100 connections. The City independently manages and operates the Facility, treating wastewater collected (i) from the City’s own wastewater collection system, (ii) from the District’s separately owned and operated wastewater collection system, and (iii) from the Weyyakkin Subdivision, which is located within the City of Sun Valley, Idaho (“Sun Valley”), but outside the boundary of the District. The District’s collection system is made up of approximately 27 miles of pipeline, consisting of concrete, clay, and PVC, servicing approximately 2,800 connections.

The Facility consists of screening, pumping, grit removal, activated biosolid treatment, tertiary filtration, and disinfection. Treated water with increased disinfection meeting the DEQ Class A reuse standards, is reused for irrigation by the Weyyakkin Subdivision and the Elkhorn Golf Course. The biosolids produced and processed at the Facility are aerobically digested. The design capacity of the Facility is 4.0 mgd and current flow is 1.05 mgd. The average daily peak is 1.49 mgd and the peak hourly flow is 3.05 mgd.

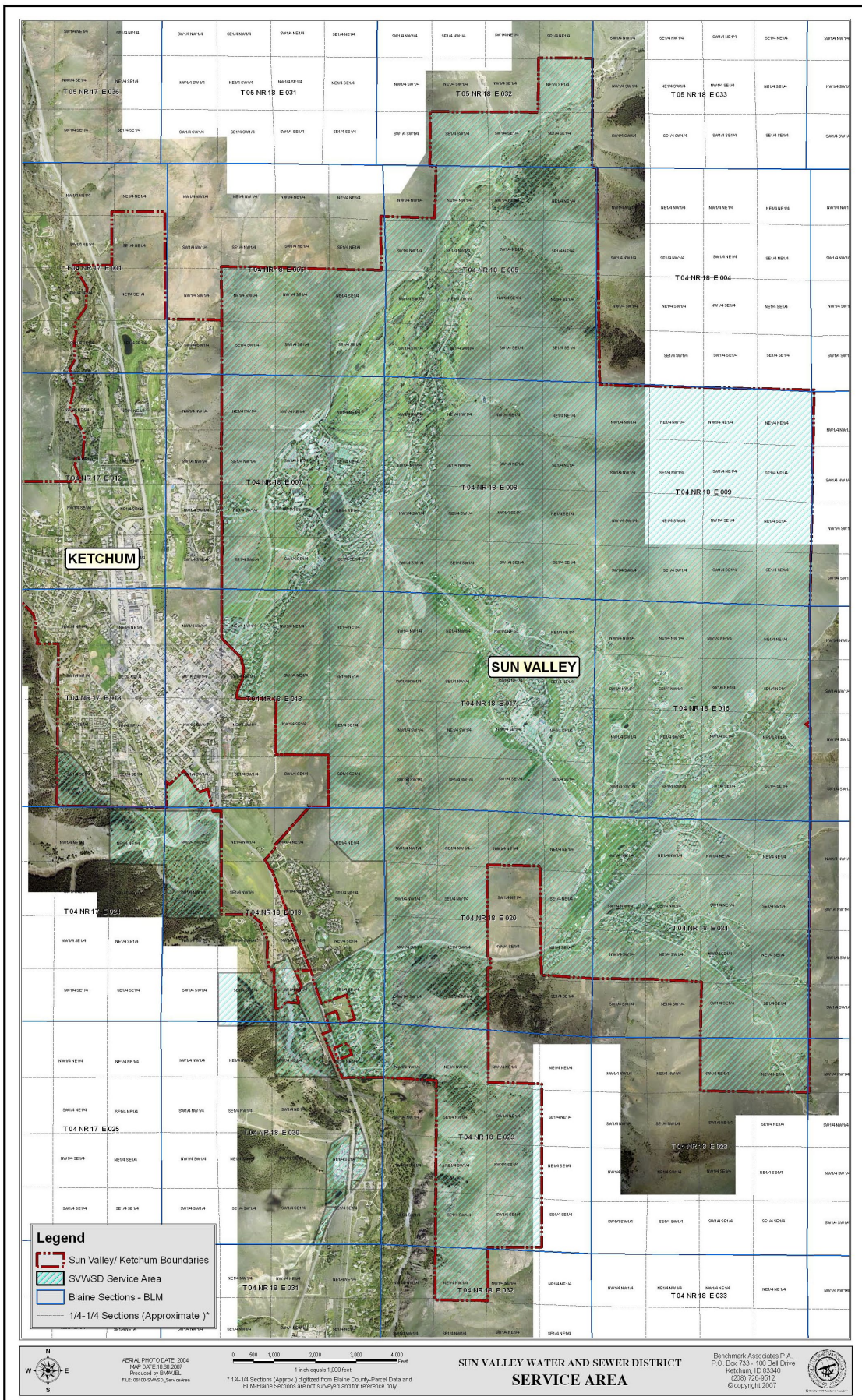
The System is operated and managed by the City’s Wastewater Division (the “Division”) within its Utilities Department. The administrative offices for the Utilities Department, the Water Utility Shop, and certain equipment are all located on the Facility site. The Division has a process in place to track its System assets on a regular schedule, which, when combined with flow projections, provides the City with information to rehabilitate degrading pipes and plan for growth in a timely manner.

The System is separate from the City’s wholly owned water utility.

### Service Area

The service area served by the Facility is approximately 10 square miles and includes the boundaries of the City and Sun Valley, as well as St. Luke’s Hospital (the “Service Area”). The Facility serves an average equivalent population of approximately 12,000 to 17,000. The Service Area is outlined in the following map, which was obtained from the City.

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**Legend**

- Sun Valley/ Ketchum Boundaries
- SWWSD Service Area
- Blaine Sections - BLM
- 1/4-1/4 Sections (Approximate)\*



AERIAL PHOTO DATE: 2004  
 MAP DATE: 12.16.2007  
 Produced by EMW/EL  
 FILE: SWWSD\_SVA.aprx



**SUN VALLEY WATER AND SEWER DISTRICT  
 SERVICE AREA**

Benchmark Associates P.A.  
 P.O. Box 733 - 100 Bel Drive  
 Ketchum, ID 83340  
 (208) 726-9812  
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The Facility Plan analyzes four additional zones, or regions, of the greater Wood River Valley that may also be served by the Facility over the 20-year planning period. The Facility currently serves the City and Sun Valley, including St. Luke’s Hospital, which is currently the southernmost facility served by the Facility. In the future, the Facility could serve nearby development, defined as impact zones in the Facility Plan, as follows:

- Zone 1 – Developments north of Ketchum, including Hulen Meadows, Beaver Springs, and Flower Mill areas;
- Zone 2 – Developments west of Ketchum, including Warm Springs Ranch and Warm Springs Village;
- Zone 3 – Developments south of Ketchum, including the River Run base facilities to McHanville; and
- Zone 4 – Developments in the Sun Valley area, including the White Cloud Development and Elkhorn Springs.

Current completed developments in Elkhorn Springs are considered part of the Sun Valley tourist population. Future expansion of this development is considered part of Impact Zone 4.

*Population Served.* The population of the City and Sun Valley area can be divided into three general groups: permanent residents—those who live year-round in the area; second-home residents—those who own homes in the area, but only live in them for part of the year; and tourists—short-term visitors to the area. The following table estimates the peak season and average population served by the Facility currently versus the estimated planning period population (2042):

**ESTIMATE OF CURRENT POPULATION VS. PLANNING PERIOD POPULATION<sup>(1)</sup>**

Parameter	Ketchum	Sun Valley	Impact Zones	Totals
<b>Current</b>				
Average Equivalents	7,190	4,955	-	12,146
Peak Equivalents	9,567	7,401	-	16,968
<b>Planning Period (2042)</b>				
Average Equivalents	9,250	7,817	266	17,332
Peak Equivalents	12,216	11,378	602	24,196

*Source: The City of Ketchum.*

(1) Equivalents de-rate the tourist population to 80% and the commuter population to 20% of the actual population.

By customer class, the City currently provides service to approximately 2,291 accounts, 81% of which are residential. The following table shows the ten largest accounts of the Facility, the customer class and the percentage of rate revenues.

**TEN LARGEST FACILITY CUSTOMERS (2022)**

Customer Name	Customer Class	FY 2022 Percent of Rate Revenues
Weyyakin HOA	Residential	1.6
Horizons 4 HOA	Residential	1.3
Parkside Village Owners Inc.	Residential	1.2
Prospector HOA	Residential	1.2
International Village HOA	Residential	1.1
Wildwood HOA	Residential	1.0
Limelight Ketchum LLC	Commercial	0.9
Fields at Warm Springs	Residential	0.8
SWC Building	Res/Comm	0.8
Ketchum & Mustard LLC	Commercial	0.7

*Source: The City of Ketchum.*

The City’s collection system is made up of over 30 miles of 8-inch through 24-inch pipe. Except for new developments, most of the piping is approximately 30 years old and constitutes asbestos cement sewer pipe, with newer piping consisting of PVC.

The District’s separate collection system is made up of approximately 27 miles of 8-inch through 18-inch pipe. The system was originally constructed using non-reinforced concrete and clay pipe. Development occurring in the 1970’s used asbestos-covered cement sewer pipes. Newer development, after the late 1970’s utilizes PVC piping.

Efforts over the last two decades have decreased inflow and infiltration to the collection systems of both communities. The Facility Plan, as described below, only generally considers and describes the City and District collection systems. A comprehensive collections system study is being prepared by HDR Engineering, Inc. and will be delivered to the City in early 2024.

**The Facility**

The Facility consists of screening, pumping, grit removal, activated biological treatment, tertiary filtration, and disinfection. The sources of wastewater flow are domestic flows from households and commercial businesses, as well as inflow and infiltration. The following table includes future flows based on historical and future population trends as well as past flow data. While pollutant loading values are based on historical concentration trends, the mass loads were determined by using the future flow rates and concentration values:

**CURRENT AND FUTURE FLOWS AND LOADS**

Parameter	Current (2021)	Planning Period (2042)
Average Annual Flow (MGD)	1.05	1.73
Peak Month Flow (MGD)	1.34	2.57
Peak Day Flow (MGD)	1.49	3.47
Peak Hour Flow (MGD)	3.05	5.96
BOD Average Annual (lbs/d)	2,348	3,888
BOD Peak Month (lbs/d)	3,857	5,757
TSS Average Annual (lbs/d)	1,715	2,902
TSS Peak Month (lbs/d)	2,345	4,296
TP Average Annual (lbs/d)	34	58
TP Peak Month (lbs/d)	47	86
TKN Average Annual (lbs/d)	351	580
TKN Peak Month (lbs/d)	446	859

*Source: The City of Keetchum and the City’s Facility Plan.*

*The Facility Plan.* Generally, the Facility Plan can be divided into several groups requiring upgrading or improvement, including the headworks, activated biosolids system, tertiary treatment, disinfection, solids handling, and effluent end-use.

The headworks are made up of the influent pumps, screening, grit chamber, and odor control. While these components are generally adequate for current and future conditions, upgrades are needed during the Planning Period due to aging infrastructure and components.

Activated biosolids aeration basins are also generally adequate for future conditions but improvements are required related to baffling and process configuration during the Planning Period. These configuration changes will significantly reduce energy costs associated with aeration and provide flexibility for additional total nitrogen removal, which is an important element of producing treated water for reuse.

Air supply is critical to the activated biosolids system. As such, a major component of Project investment is aeration blower replacements. Facility operating costs are dominated by electrical power for aeration blowers. Currently, the Facility uses high-efficiency turbo blowers, however, the Facility Plan recommends hybrid blower technology, which has nearly identical energy efficiency as turbo blowers but a much simpler maintenance routine, with lower associated costs.

The Facility’s tertiary treatment system consists of cloth media filters and Project upgrades are related to miscellaneous equipment components and filter media. While the ultraviolet (UV) light disinfection system works well—leaving little residual living bacteria in the treated effluent—the tertiary treatment system is 20 years old and must be replaced during the Planning Period. Effluent treated at the Facility is normally diverted into the Big Wood River but during irrigation season is instead diverted under an Idaho Department of Environmental Quality (“DEQ”) Class A reuse water permit, for beneficial irrigation use by both the City and District. Continuing and future reuse diversion both supplies much needed water to landscape and golf course grounds during the irrigation season and relieves nutrient load to the Big Wood River.

Upgrading and improving the Facility’s solids handling system is a major Project component as the Facility currently only has one aerobic digester / holding tank, with no redundancy when the existing holding tank must be taken offline for maintenance. The Project will add a second digester to increase capacity, both for future growth of the System, and redundancy for the existing digester. To better handle liquid solids, the Facility Plan further recommends a rotary drum thickener to boost solids content from 3% to 6% percent and a screw press to further dewater liquid solids to 15–18% biosolids. At this concentration, liquid transport to City-owned drying beds will decrease from 16,500 tons to 3,300 tons per year as well as allow for an improved composting amendment to be used on-site at the Facility.

#### FACILITY PLAN CAPITAL IMPROVEMENTS PROJECT SCHEDULE

Project	Project Cost (2022 Dollars)	Inflated Project Cost	2022	2023	2024	2025	2026	2027	2028-2032	2033-2037	2038-2042
Aeration Basins - Anoxic and MLR (Nos. 3 & 4)	\$987,000	\$1,016,610		\$1,016,610							
Aeration Basin Blower Repair	\$65,000	\$65,000	\$65,000								
Grit Removal System	\$1,015,000	\$1,324,345							\$1,324,345		
Aeration Basin Upgrades (Nos. 1 & 2)	\$2,140,000	\$2,518,059						\$1,240,423	\$1,277,636		
Rotary Drum Thickener & Dewatering Building	\$7,204,000	\$7,757,364			\$3,821,362	\$3,936,003					
Remove Digester No. 1 Building and New Flat Covers	\$690,000	\$710,700		\$710,700							
Clarifier No. 1 HVAC and Roof Repair	\$183,000	\$194,145			\$194,145						
Gravity Thickener & Transfer Building Demo	\$145,000	\$158,445				\$158,445					
Digester No. 2	\$2,648,000	\$3,355,384							\$3,355,384		
Screw Press	\$1,527,000	\$1,718,652					\$1,718,652				
New & Replacement Digester Blowers	\$1,829,000	\$2,249,439							\$2,249,439		
Aeration Basin Blowers & Updated Electrical	\$6,626,000	\$7,610,105		\$2,185,660		\$1,849,987		\$1,276,361	\$2,298,097		
Replace Generator & MCC-3	\$1,263,000	\$1,599,931							\$1,599,931		
Pump Replacements	\$1,413,000	\$2,072,613						\$409,514	\$474,738	\$550,352	\$638,009
Replace UV Equipment	\$1,694,000	\$2,022,725							\$2,022,725		
Upgrade PLC Hardware	\$1,356,000	\$1,526,190					\$1,526,190				
Upgrade Filter PLC	\$102,000	\$105,060		\$105,060							
Digester No. 1 Diffusers	\$250,000	\$326,193							\$326,193		
Clarifier Mechanism No. 1 Replacement	\$553,000	\$743,186							\$743,186		
Upgrade Dewatering PLC	\$102,000	\$149,790								\$149,790	
Misc. Headworks Improvements	\$271,000	\$412,158						\$59,123			\$353,035
Upgrade UV PLC	\$102,000	\$105,060		\$105,060							
Clarifier Mechanism No. 2 Replacement	\$454,000	\$666,714								\$666,714	
Lab/Ops/Maintenance Remodel	\$1,010,000	\$1,398,076								\$1,398,076	
Utility Tractor	\$67,000	\$67,000	\$67,000								
Sewer Cleaning "Vac" Truck	\$450,000	\$450,000	\$450,000								
Parking Lot Repaving	\$1,330,000	\$1,949,527					\$748,463				\$1,201,064
Replace VFD's	\$1,564,000	\$2,188,629							\$933,749		\$1,254,880
Outfall Clearing	\$167,000	\$220,281					\$93,980			\$126,301	
<b>Total Cost<sup>1</sup></b>	<b>\$37,207,000</b>	<b>\$44,681,383</b>	<b>\$582,000</b>	<b>\$4,123,090</b>	<b>\$4,015,507</b>	<b>\$5,944,435</b>	<b>\$4,087,285</b>	<b>\$2,985,421</b>	<b>\$16,605,423</b>	<b>\$2,891,234</b>	<b>\$3,446,989</b>

<sup>1</sup> Total costs account for 3% inflation.

MLR=mixed liquor recycle; HVAC=heating, ventilation, and air conditioning; UV=ultraviolet; SCADA=supervisory control and data acquisition system; PLC=programmable logic controller

Source: The City of Ketchum and the City’s Facility Plan.

Though the full needs, exact costs and expected funding sources are not finalized, the City expects the costs of the Project to be funded as follows.

	<b>Bonds</b>	<b>Other Financing Source <sup>(1)</sup></b>	<b>Total Project Cost<sup>(2)</sup></b>
Sun Valley Water and Sewer District City of Ketchum	\$	\$	\$
<b>Total Project</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

*Source: The City of Ketchum.*

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## Wastewater Services Rates

*Monthly Rates.* Historically, rates are considered annually as part of the City’s annual budget development process. The City of Ketchum City Council (“City Council”) has final approval of the rates of the System. Rates are approved for implementation at the start of the following Fiscal Year, October 1. The City Council may adjust rates at other times during a Fiscal Year by approval of an ordinance after three readings. Resolution No. 22-021 increased the City’s Wastewater rates by approximately 7% over the prior rates for the current fiscal year. The City’s current wastewater rates are as follows:

### WASTEWATER RATES

Service Number	Classification	Rate Per Month
11	Single family home	\$41.85
12	Multiple living unit	\$41.85
13	Motel / hotel (first unit)	\$41.85
15	Office building / 1,500 square feet	\$41.85
16	Retail sales / 3,000 square feet	\$41.85
17	Restaurant / cafe per seat with or without a trap	\$4.13
20	Retail food / 1,500 square feet	\$41.85
21	Barber shop / per chair	\$20.90
22	Beauty salon / per operator	\$41.85
26	Dry cleaners	\$83.67
27	Garage / mechanical per 1,500 square feet	\$83.67
28	Laundries	\$167.39
29	Bank	\$83.67
30	School / per 50 students	\$41.85
31	Swimming pool / private / 500 square feet	\$10.40
32	Beer, wine, liquor	\$78.20
33	Theater / per screen	\$83.67
35	Nursery school	\$83.67
36	Church	\$83.67
37	Lodge / private / 3,000 square feet	\$83.67
39	Dentist / doctor/ per medical doctor	\$45.04
40	Car wash with recycle	\$45.04
41	Hospital / per bed	\$8.34
42	Bowling alley / per lane	\$16.72
43	Car wash without recycle / per bay	\$73.60
44	Commercial / 3,000 square feet	\$41.85
45	Photo development lab	\$83.60
46	Gas station with public restrooms	\$83.67
47	Warehouse / 6,000 square feet	\$41.85
48	Swimming pool / public / 500 square feet	\$31.99
54	Motel / hotel unit without cooking	\$10.40
55	Motel hotel, with cooking	\$20.90
56	Senior family living home	\$20.90

Source: City of Ketchum.

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A 5-year history of Wastewater services rate adjustments is shown in the following table:

**HISTORIC WASTEWATER SERVICES RATE ADJUSTMENTS**

	2019	2020	2021	2022	2023
Residential	\$33.89	\$35.55	\$37.29	\$39.12	\$41.85
Commercial	\$33.89	\$35.55	\$37.29	\$39.12	\$41.85

Source: The City of Ketchum.

Current average rates for the City and District follow:

**SUMMARY OF AVERAGE USER RATES AND REVENUES**

Item	Ketchum	SVWSD	Total
Connections	2,089	2,792	4,881
Average Monthly Rate per Connection	\$39.12	\$23.00	-
Average Quarterly Revenue	\$245,165	\$192,648	\$437,813
Average Yearly Revenue	\$980,660	\$770,592	\$1,751,252

Source: The City of Ketchum

Approximately 100% of the revenue from the City’s residential customers has historically been generated from the base charge associated with such accounts, with no additional revenue derived from use charges.

*Cost of Service Study.* The City is planning to conduct a Cost-of-Service Study and Rate Design (herein the “Cost-of-Service Study”) to establish updated monthly rates and a new connection fee methodology for new development to determine the adequacy of the existing rates, which will take into account the funding required to maintain and upgrade the Facility in accordance with the Facility Plan. See “THE SYSTEM – Facility Plan” above. The Cost-of-Service Study will occur once the Collection System Study is completed in early 2024. The City plans to annually increase rates, subject to annual City Council approval, at a lower rate to keep pace with increasing Facility and improvement costs. The City estimates its rate revenue must increase approximately 7% in FY 2023 with increases of approximately 5% through FY 2032. The rate increase to each customer classification may be higher or lower, so long as the overall rate increase is achieved.

The following tables present estimated wastewater services rate adjustments for each customer classification. Estimates are subject to change and the City will continue to consider and evaluate rates each year to ensure revenue requirements are met.

**PROJECTED WASTEWATER SERVICES RATE ADJUSTMENTS**

5-YEAR MONTHLY RATES BY CATEGORY		PROJECTED MONTHLY RATES					
		7.0%	5.0%	5.0%	5.0%	5.0%	5.0%
		FY 2023	FY 2024	FY2025	FY 2026	FY2027	FY2028
11	Single family home	41.85	43.94	46.14	48.45	50.87	53.41
12	Multiple living unit	41.85	43.94	46.14	48.45	50.87	53.41
13	Motel / hotel (first unit)	41.85	43.94	46.14	48.45	50.87	53.41
15	Office building / 1,500 square feet	41.85	43.94	46.14	48.45	50.87	53.41
16	Retail sales / 3,000 square feet	41.85	43.94	46.14	48.45	50.87	53.41
17	Restaurant / cafe per seat with or without a trap	4.13	4.34	4.55	4.78	5.02	5.27
20	Retail food / 1,500 square feet	41.85	43.94	46.14	48.45	50.87	53.41
21	Barber shop / per chair	20.90	21.95	23.04	24.19	25.40	26.67

22	Beauty salon / per operator	41.85	43.94	46.14	48.45	50.87	53.41
26	Dry cleaners	83.67	87.85	92.25	96.86	101.70	106.79
27	Garage / mechanical per 1,500 square feet	83.67	87.85	92.25	96.86	101.70	106.79
28	Laundries	167.39	175.76	184.55	193.77	203.46	213.64
29	Bank	83.67	87.85	92.25	96.86	101.70	106.79
30	School / per 50 students	41.85	43.94	46.14	48.45	50.87	53.41
31	Swimming pool / private / 500 square feet	10.40	10.92	11.47	12.04	12.64	13.27
32	Beer, wine, liquor	83.67	87.85	92.25	96.86	101.70	106.79
33	Theater / per screen	83.67	87.85	92.25	96.86	101.70	106.79
35	Nursery school	83.67	87.85	92.25	96.86	101.70	106.79
36	Church	83.67	87.85	92.25	96.86	101.70	106.79
37	Lodge / private / 3,000 square feet	83.67	87.85	92.25	96.86	101.70	106.79
39	Dentist / doctor/ per medical doctor	45.04	47.29	49.66	52.14	54.75	57.48
40	Car wash with recycle	45.04	47.29	49.66	52.14	54.75	57.48
41	Hospital / per bed	8.34	8.76	9.19	9.65	10.14	10.64
42	Bowling alley / per lane	16.72	17.56	18.43	19.36	20.32	21.34
43	Car wash without recycle / per bay	83.67	87.85	92.25	96.86	101.70	106.79
44	Commercial / 3,000 square feet	41.85	43.94	46.14	48.45	50.87	53.41
45	Photo development lab	83.67	87.85	92.25	96.86	101.70	106.79
46	Gas station with public restrooms	83.67	87.85	92.25	96.86	101.70	106.79
47	Warehouse / 6,000 square feet	41.85	43.94	46.14	48.45	50.87	53.41
48	Swimming pool / public / 500 square feet	31.99	33.59	35.27	37.03	38.88	40.83
54	Motel / hotel unit without cooking	10.40	10.92	11.47	12.04	12.64	13.27
55	Motel hotel, with cooking	20.90	21.95	23.04	24.19	25.40	26.67
56	Senior family living home	20.90	21.95	23.04	24.19	25.40	26.67

Source: The City of Ketchum.

*Rate Comparison.* The following is a comparison of the average monthly charges for the City’s residential customers compared to those residential customers of nearby cities for the Fiscal Year 2023.

**RATE COMPARISON**

City	Rate
Hailey	\$59.37 (5,000 gallon/month)
Bellevue	\$85.86
Jerome	\$70.00
Rupert	\$56.91
Heyburn	\$65.61
Burley	\$45.50
McCall	\$70.00 (3,000 – 4,000 gallons)

Source: The City of Ketchum.

The City maintains strong performance in year-over-year wastewater revenues.

**TOTAL WASTEWATER RATE COLLECTION SUMMARY**

Year	Total Rate Collection
2019	2,061,375.65
2020	2,136,432.75
2021	2,297,441.16
2022	2,424,758.45

*Source: The City of Ketchum*

*Billing and Collection.* Billing occurs monthly for all customer classifications at the established rate. A single customer user having more than one classification is charged for all applicable classifications rates. All customer classifications are due and payable by the 20<sup>th</sup> day of the month billed. Customer users aged 65 or older may qualify for a senior citizen rate, if the wastewater fee is being charged to the borrower user’s primary residence.

Delinquent notices are mailed directly to delinquent account holders by City employees. A delinquency charge of 10% of the amount due and owing is assessed to delinquent accounts monthly. The City utilizes letters, phone calls, credit bureau reporting, and service shut-off to regulate delinquency. Escalated past-due accounts are passed to the City’s legal department for small claims court or to a third-party collection agency. Each fall a Shutoff Notice is mailed to customers informing them a tax lien will be placed on their property if delinquent balance is not paid. Door hangers are then utilized prior to the recording of any tax lien.

**Wastewater Fund**

The operations of the Facility are accounted for in the Wastewater Fund, which is categorized as an enterprise fund of the City. All operations, debt service, and capital improvements to the System are accounted for in the Wastewater Fund.

The City includes in its annual budget for the Facility estimated receipts of revenues for services, fees, and other funds to cover all expenditures, including expenses of operation and maintenance, repair and replacement of facilities and equipment of the Facility.

The Fiscal Year 2023 budget, provided by the City, reflects revenues and expenditures both totaling \$6,868,120. The breakdown of budgeted revenues and expenses is detailed below:

**SUMMARY OF RECENT WASTEWATER FUND REVENUES AND EXPENDITURES**

**Wastewater Division Revenues & Expenditures**

	FY 2021 Audited Actuals	FY 2022 Adopted Budget	FY 2022 Actuals	FY 2023 Proposed Budget		FY 2021 Audited Actuals	FY 2022 Adopted Budget	FY 2022 Actuals	FY 2023 Proposed Budget
<b>Revenues</b>					<b>Expenditures</b>				
WASTEWATER	2,858,171	3,591,419	2,060,417	6,868,120	WASTEWATER	2,460,185	3,259,625	2,050,962	6,868,120
<b>Revenues</b>	<b>FY 2021 Audited Actuals</b>	<b>FY 2022 Adopted Budget</b>	<b>FY 2022 Actuals</b>	<b>FY 2023 Proposed Budget</b>	<b>Expenditures</b>	<b>FY 2021 Audited Actuals</b>	<b>FY 2022 Adopted Budget</b>	<b>FY 2022 Actuals</b>	<b>FY 2023 Proposed Budget</b>
1. WASTEWATER CHARGES	2,297,441	2,432,485	1,614,970	2,602,759	1. SALARIES	394,219	464,605	334,233	517,130
2. WASTEWATER INSPECTION FEES	720	-	640	-	2. BENEFITS	294,775	358,665	243,178	399,567
3. SUN VALLEY WA & SW DISTRICT CH	540,789	1,151,934	441,649	2,906,163	3. MATERIALS AND SERVICES	988,370	715,928	477,443	1,128,600
4. INTEREST EARNINGS	5,564	7,000	3,158	7,000	4. TRANSFERS	286,801	-	196,784	319,233
5. REFUNDS & REIMBURSEMENTS	(5,956)	-	-	-	5. CAPITAL OUTLAY TRANSFER	440,000	1,459,176	776,000	4,248,090
6. AMORTIZED BOND PREMIUM	19,449	-	-	-	6. DEBT SERVICE	56,020	261,250	23,323	255,500
8. FUND BALANCE	-	-	-	1,352,198	<b>Total Expenditures</b>	<b>2,460,185</b>	<b>3,259,625</b>	<b>2,050,962</b>	<b>6,868,120</b>
7. GAIN(LOSS) ON PENSION ACTIVITY	164	-	-	-					
<b>Total Revenue less Transfers</b>	<b>2,858,171</b>	<b>3,591,419</b>	<b>2,060,417</b>	<b>6,868,120</b>					
<b>Transfers</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>					
<b>Total Revenue</b>	<b>2,858,171</b>	<b>3,591,419</b>	<b>2,060,417</b>	<b>6,868,120</b>					
<b>Funding Requests</b>					<b>Funding Requests</b>				
1.					1.				
<b>Sub-total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>Sub-total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Revenue with Changes</b>	<b>2,858,171</b>	<b>3,591,419</b>	<b>2,060,417</b>	<b>6,868,120</b>	<b>Total Expenditures</b>	<b>2,460,185</b>	<b>3,259,625</b>	<b>2,050,962</b>	<b>6,868,120</b>
<b>Total Expenditures with Changes</b>	<b>2,460,185</b>	<b>3,259,625</b>	<b>2,050,962</b>	<b>6,868,120</b>					
<b>Total Revenue Over/Under</b>	<b>397,986</b>	<b>331,795</b>	<b>9,455</b>	<b>0</b>					

## Financial Reports

The following are summaries of the City's Wastewater Fund Statement of Net Position, Wastewater Fund Statement of Revenues, and Wastewater Fund Expenditures and Changes in Fund Net Position as extracted from the City's audited financial statements for the years indicated.

### WASTEWATER FUND – STATEMENT OF NET POSITION<sup>(1)</sup> (FISCAL YEARS)

	2018 Audited	2019 Audited	2020 Audited	2021 Audited	2022 Audited
<b>Assets:</b>					
Current Assets:					
Cash and Deposits	\$ 1,408,912	-	\$ 1,476,217	\$ 2,458,029	\$ 3,184,738
Accts receivable – customers	20,898	-	17,101	21,039	19,593
Accts receivable – other govts.	39,164	60,233	58,713	72,539	115,114
	1,468,974	771,337	1,764,031	2,551,607	3,319,445
<b>Restricted Current Assets:</b>					
Cash and Deposits	212,000	212,000	212,000	212,000	212,000
Total Current Assets	1,680,974	983,337	1,764,031	2,763,607	3,531,445
<b>Capital Assets:</b>					
Plant and equipment	13,365,286	14,465,878	14,529,340	14,529,341	15,055,387
Accumulated depreciation	(6,055,007)	(6,379,305)	(6,709,093)	(7,038,483)	(7,354,866)
Net Plant and equipment	7,310,279	8,086,573	7,820,247	7,490,858	7,700,521
<b>TOTAL ASSETS</b>	<b>8,991,253</b>	<b>9,069,910</b>	<b>9,584,278</b>	<b>10,254,465</b>	<b>11,231,966</b>
<b>Net Pension Asset &amp; Deferred Outflow of Resources:</b>					
Net Pension Asset	-	-	-	10,747	-
Deferred Outflows from Pension Activity	47,393	17,401	49,433	139,209	219,245
<b>Liabilities:</b>					
Current Liabilities:					
Accounts and Interest Payable	2,971	2,740	2,333	1,906	1,459
Current portion long-term debt	185,000	195,000	205,000	215,000	220,000
Total current liabilities	187,971	197,740	207,333	216,906	221,459
<b>Noncurrent Liabilities:</b>					
Bonds Payable	1,315,000		915,000	700,000	480,000
Unamortized Bond Discount	-	-	-	-	-
Unamortized Bond Premium	142,310		106,258	86,809	66,411
Net Pension Liability	224,575		235,774	-	435,804
Compensated Absences Payable	17,387	34,905	40,872	48,704	45,458
Total noncurrent liabilities	1,699,272	1,395,846	1,297,904	835,513	1,027,673
<b>TOTAL LIABILITIES</b>	<b>1,877,243</b>	<b>1,593,586</b>	<b>1,505,237</b>	<b>1,052,419</b>	<b>1,249,132</b>
<b>Deferred Inflow of Resources</b>					
Deferred Inflows from Pension Activity	18,540	53,708	7,699	343,833	3,195
<b>Net Position</b>					
Investment in capital assets					
net of related debt	5,667,969	6,647,763	6,593,989	6,489,049	6,934,110
Restricted	212,000	212,000	212,000	212,000	212,000
Unrestricted	1,252,984	580,254	1,314,786	2,307,120	3,054,124
<b>TOTAL NET POSITION</b>	<b><u>\$ 7,132,953</u></b>	<b><u>\$ 7,440,017</u></b>	<b><u>\$ 8,120,775</u></b>	<b><u>\$ 9,008,169</u></b>	<b><u>\$ 10,200,134</u></b>

- (1) Fiscal Year 2023 projections were unavailable and are not included in this table.  
Source: Extracted from the City of Ketchum's annual audited financial statements.

**WASTEWATER FUND  
STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND NET POSITION  
(FISCAL YEARS)<sup>(1)</sup>**

	2018 Audited	2019 Audited	2020 Audited	2021 Audited	2022 Audited
<b>Operating Revenues:</b>					
Charges for services	\$ 2,086,818	\$ 2,531,014	\$ 2,613,383	\$ 2,838,230	\$ 3,363,806
Hookups, connections, impact fees	100,555	24,485	114,547	89,578	157,674
Reimbursements and Misc.	26,119	5,421	14,926	-	84
<b>Total Operating Revenue</b>	<b>2,213,492</b>	<b>2,560,920</b>	<b>2,742,856</b>	<b>2,927,808</b>	<b>3,521,564</b>
<b>Operating Expenses:</b>					
Salaries and benefits	643,283	637,325	618,302	688,995	810,220
Administrative and supplies	843,314	905,548	839,889	992,067	1,168,694
Depreciation	289,692	324,298	329,788	329,390	316,382
<b>Total Operating Expenses</b>	<b>1,776,289</b>	<b>1,867,171</b>	<b>1,787,979</b>	<b>2,010,452</b>	<b>2,295,296</b>
<b>Operating Income</b>	<b>437,203</b>	<b>693,749</b>	<b>954,877</b>	<b>917,356</b>	<b>1,226,268</b>
<b>Nonoperating Revenues (Expenses)</b>					
Interest Income	26,229	23,651	14,272	6,445	15,677
Interest Expense	(75,086)	(71,030)	(65,340)	(56,020)	(45,750)
Gain (Loss) on pension activity	1,803	42,194	(40,602)	164	(24,628)
Amortization of bond discount	-	-	-	-	-
Amortization of bond premium	17,077	-	17,551	19,449	20,398
<b>Total Nonoperating</b>	<b>(29,977)</b>	<b>-</b>	<b>(74,119)</b>	<b>(29,962)</b>	<b>(34,303)</b>
<b>Income before transfers</b>		<b>707,064</b>	<b>880,758</b>	<b>887,394</b>	<b>1,191,965</b>
Transfers in	-	-	-	-	-
Transfers out	-	(400,000)	(200,000)	-	-
<b>Net Income</b>	<b>407,226</b>	<b>307,064</b>	<b>680,758</b>	<b>887,394</b>	<b>1,191,965</b>
<b>Total Net Position – Beginning</b>	<b>6,725,727</b>	<b>7,132,953</b>	<b>7,440,017</b>	<b>8,120,775</b>	<b>9,008,169</b>
<b>Total Net Position – Ending</b>	<b>\$ 7,132,953</b>	<b>\$ 7,440,017</b>	<b>\$ 8,120,775</b>	<b>\$ 9,008,169</b>	<b>\$ 10,200,134</b>

(1) Fiscal Year 2023 projections were unavailable and are not included in this table.

Source: Extracted from the City of Ketchum's annual audited financial statements.

**NET REVENUES AND DEBT SERVICE COVERAGE SUMMARY – WASTEWATER FUND<sup>(1)</sup>**

The following table shows the City's historical ability to comply with the Debt Service Coverage requirements of the Bond Ordinance.

	2018 Audited	2019 Audited	2020 Audited	2021 Audited	2022 Audited
<b>Expenses:</b>	\$ 1,776,289	\$ 1,867,171	\$ 1,787,979	\$ 2,010,452	\$ 2,295,296
<b>Program Revenues:</b>					
Fees, Fines, and Charges for Service	2,213,492	2,560,920	2,742,856	2,927,808	3,521,564
Capital Grants and Contributions	-	-	-	-	-
<b>Net (Expense) Revenues and Change in Net Assets:</b>	<b>473,203</b>	<b>693,749</b>	<b>954,877</b>	<b>917,356</b>	<b>1,226,268</b>
<b>Total:</b>	<b>\$ 473,203</b>	<b>\$ 693,749</b>	<b>\$ 954,877</b>	<b>\$ 917,356</b>	<b>\$ 1,226,268</b>

(1) Fiscal Year 2023 projections were unavailable and are not included in this table.

Source: Extracted from the City of Ketchum's annual audited financial statements.

## Parity Bond Debt Service Expectation

Prior to issuing Parity Bonds, the City will be required to meet the covenants for Parity Bonds included in the Master Ordinance; *see* “SECURITY FOR THE SERIES 2023 BONDS – Future Obligations.” [The City expects to begin amortization of all Parity Bonds related to the Project in Fiscal Year 20[\_\_\_]. Current projections for annual debt service on Parity Bonds following completion of the Project is \$[\_\_\_\_\_] million, beginning in Fiscal Year 20[\_\_\_].]

## Regulatory Environment and Permits

Operation of the Facility and the City’s Wastewater Division is regulated by the United States Environmental Protection Agency (“EPA”), which approved the State’s request for a state operated pollutant discharge elimination system in June 2018, thereby creating the Idaho Pollution Discharge Elimination System (“IPDES”) and delegating certain Clean Water Act discharge permitting authority to the State through DEQ. While the State has been delegated IPDES permitting authority from EPA, the City and District’s current permit was issued under the federal National Pollutant Discharge Elimination System (“NPDES”) program and a new IPDES permit has not yet been issued. The City and District have one NPDES permit (ID002081) for the City of Ketchum / Sun Valley Water and Sewer District Wastewater Treatment Plant, issued in 2012, which expired on July 31, 2017. The City and District reapplied under the IPDES Program and is currently operating the Facility under an administrative extension while awaiting issuance of a new IPDES permit by DEQ.

The City and Facility is in compliance with all relevant State and Federal acts, permits and regulations. There are no pending administrative actions by any regulatory agencies involving the Facility. The Facility is currently in compliance with all applicable permit parameters. The Pending IPDES Permit will reflect current Clean Water Act requirements and associated State standards. For any constituent regulations the City cannot immediately comply with, the Pending IPDES Permit will include a schedule of compliance to allow time to come into compliance.

## THE CITY

### General

The City was incorporated in 1961 and covers an area of approximately 3.25 square miles. Located in Blaine County, Idaho, the City is situated in central Idaho at the northern end of the Wood River Valley and the edge of the Sawtooth National Forest. The primary functions performed by the City include public safety, community development, public improvements, planning and zoning, and general administrative services to its residents.

### Mayor – Council System

The City operates under the mayor-council system of government with a mayor (the “Mayor”) and four councilors (the “City Council”). The Mayor and City Council are elected to four-year terms. The Mayor serves as the chief executive officer for the City, responsible for carrying out policies set by the City Council and for enforcing the City Code. The City Council acts through the passage of ordinances, resolutions, and motions. Specific regulatory and ordinance powers are granted by State statute. Public hearings are held as required for matters such as land use planning and budgeting.

Current members of the City Council and other officers of the City and their respective terms in office are as follows:

Name	Position	Term Expires
Neil Bradshaw	Mayor	2026
Jim Slanetz	Council President	2024
Courtney Hamilton	Councilor	2026
Amanda Breen	Councilor	2026
Michael David	Councilor	2024

*Source: The City of Ketchum.*

## Key Administration Officials

The administrative and management staff of the City includes a City Administrator, a City Treasurer, and the Wastewater Division Supervisor, who oversees the City’s System and Facility. [All management staff is hired by the City Council.]

*Neil Bradshaw, Mayor.* Mr. Bradshaw was elected Mayor in 2017. He earned a Masters in Mechanical Engineering, Manufacture and Management from the University of Birmingham, UK, and an MBA while on scholarship to the University of Kansas. Mr. Bradshaw has a background in project finance, business development, investment banking, and sales, with a focus toward business development in seasonal economies and outdoor recreation. Mr. Bradshaw also serves as the volunteer President of the non-profit Ketchum Community Development Corporation and has had a hand in reshaping development of the City through volunteer-led development efforts, including the development of affordable housing and the Ketchum Innovation Center.

*Jade Riley, City Administrator.* Mr. Riley has served as the City’s Administrator since August of 2021. Prior to that, Mr. Riley spent over 16 years with the City of Boise as Chief Operating Officer and Chief of Staff. Mr. Riley’s experience with the City of Boise included the management of daily operations of twelve departments and oversaw development of Boise’s \$515 million budget. Mr. Riley’s background includes long-term strategic municipal development and planning. Prior to his local government service, he worked in a variety of roles in the federal government, including time at the White House and U.S. House of Representatives. He is a graduate of Boise State University with a degree in Political Science.

*Shellie Gallagher, City Treasurer.* Ms. Gallagher has been with the City in its Finance Department since May 2015, in a variety of positions, including Deputy Treasurer. In March 2021, she was appointed City Treasurer. A long-time public servant, Ms. Gallagher has served for over twenty years in other municipalities, including the City of Hailey, Idaho as Deputy Treasurer; City of Gardena, California as Deputy Treasurer; and the City of Meridian, Idaho as Utility Billing Manager.

*Mick Mummert, Wastewater Division Supervisor.* Mr. Mummert has been with the City in the Utilities Department since October of 2001. He was appointed Wastewater Division Supervisor in May of 2015 after working in all three divisions of the Utilities Department. He holds operator certification licenses for Wastewater Treatment, Wastewater Collections, Wastewater Land Application, and Water Distribution. Mick has earned an Associate Degree in Water Resource Management from the College of Southern Idaho.

## Staff

As of September 30, 2022, the City has 73 full-time equivalent (“FTE”) employees. The City employs part-time and seasonal employees to assist with peak demand. The City’s Wastewater Division is supported by 5 full-time employees. The Facility complies with both EPA and DEQ requirements by including a superintendent certified at Wastewater Class IV, one lead operation certified at Wastewater Class IV, one operation certified at Wastewater Class II, or III, two assistant operations certified at Class I or higher, on person able to perform normal mechanical and/or electrical maintenance, one lab technician, and a part-time administrative assistant.

The City has ordinary turnover within the Wastewater Division, and historically has average vacancy rates of approximately [ ]%. The City has not experienced any revenue decline or operations interruption as a result of turnover.

## SUSTAINABILITY AND CLIMATE ACTION

The City has set a climate action goal of decarbonizing all city facilities by 2030. The 2020 Ketchum Sustainability Action Plan (the “Sustainability Plan”) sets out the City’s path for reaching carbon neutrality.

As it relates to the Project, the City plans to increase energy efficiency at the Facility by replacing electric space heaters with mini-split heaters, and installation of destratification fans, variable speed pumps, and sensor systems. The City also participated in Idaho Power’s Wastewater Energy Cohort, to increase its understanding and ability to strategize and receive support in its treatment of industrial wastewater. The City is also now transitioning the majority of its wastewater biosolids into compost on-site, in order to replace land application practices.



## FINANCIAL FACTORS

### Accounting Policies

*GASB 34.* The Statement of Net Position and the Statement of Activities. The City's financial statements are prepared in conformity with generally accepted accounting principles in the United States (“GAAP”) as prescribed by the Governmental Accounting Standards Board (“GASB”). The City has implemented the financial reporting model required by GASB Statement No. 34, Basic Financial Statements — and Management’s Discussion and Analysis — for State and Local Governments. The City follows the “business-type activities” reporting requirements of GASB-34 that provides a comprehensive one-column look at the City’s financial activities. The Statement of Net Position and the Statement of Activities provide information about the City’s activities and present both a short-term and a long-term view of the City’s finances. The City’s financial statement reports that the most important feature of these statements is that they report the City's activities in a way that will help assess whether the City is better or worse off financially as a result of a given year’s activities. They are prepared using the accrual basis of accounting, which reports the current year's revenues and expenses regardless of when cash changes hands.

*Fund Accounting.* The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The City’s funds consist of the General Fund, Local Option Tax Fund, Capital Improvement Fund, two Enterprise Funds (Water and Wastewater), and seven trusts or restricted purpose funds.

The Wastewater Fund is accounted for on a cost of services or capital maintenance measurement focus. This means that all assets and all liabilities (whether current or noncurrent) associated with its activity are included on the balance sheets. Reported fund equity (net total assets) is segregated into contributed capital and retained earnings components. Enterprise fund type operating statements present increases (revenues) and decreases (expenses) in net total assets.

The accrual basis of accounting is utilized for enterprise funds, including the Wastewater Fund. The accrual basis of accounting recognizes revenues when they are earned, and expenses when the related liability is incurred.

### Independent Audit Requirement

The City’s financial statement audit for the fiscal year ending September 30, 2022, was performed by Workman & Company, Twin Falls, Idaho (“Workman”) and is included in “Appendix A – Annual Comprehensive Financial Report” attached hereto. The audit report indicates the financial statements fairly show the City’s financial condition and are in conformance with GAAP. [Workman has consented to the inclusion of the Annual Comprehensive Financial Report in this Official Statement.]

### Investment Policy

The City has a formal investment policy, approved on January 20, 1998, as Resolution No. 681. Additionally, the City’s investment policy is governed by Idaho Code, Chapter 12 of Title 67, which provides authorization for the investment of funds as well as specific direction as to what constitutes an allowable investment. The Code limits investments to the following general types: (i) certain revenue bonds, general obligation bonds, local improvement district bonds and registered warrants of State and local governmental entities; (ii) time deposits accounts and tax anticipation and interest-bearing notes; (iii) bonds, treasury bills, debentures or other similar obligations issued or guaranteed by agencies or instrumentalities of the government of the State of Idaho or the United States; and (iv) repurchase agreements.

Local governments, including the City, are also authorized to invest in the Local Government Investment Pool (“LGIP”), which is managed by the Idaho State Treasurer’s Office. Information on the LGIP investments is available from the Idaho State Treasurer. The City does invest in the LGIP.

Investments are stated at cost, except for investments in the deferred compensation agency fund, which are reported at market value. Interest income on such investments is recorded as earned in the General Fund of the City unless otherwise

specified by law. For additional detail regarding the City’s investment policy, *see also* “Appendix A—Annual Comprehensive Financial Report, for Fiscal Year Ended September 30, 2022 – Note 2. Cash and Cash Deposits.”

## **Debt Policy**

[The City has adopted a formal debt policy which applies to all debt issued by the City regardless of purpose, source, or type.]

## **Risk Management**

The City manages its risks through the purchase of a general insurance coverage policy for public entities through the Idaho Counties Risk Management Program (“ICRMP”), a program that is the primary source of property and casualty loss protection for Idaho local governments including counties, cities, and special purpose districts. As of the date of this Official Statement, all policies are current and in force. The City believes its risk management policies and coverages are normal and within acceptable coverage limits for the type of services the City provides.

## **Pension System**

*PERSI.* The City is a member of the Idaho State Public Employees’ Retirement System of Idaho (“PERSI”). The City’s classified employees, including those hired prior to July 1, 1990, are covered under PERSI, which administers a multiple-employer cost-sharing defined benefit public employee retirement system. PERSI’s funding objective is to meet long term benefit obligations through contributions and investment income and provide a reserve against market fluctuation. A retirement board (the “PERSI Board”), appointed by the governor and confirmed by the State Senate, manages the system, including selecting investment managers to direct the investment, exchange, and liquidation of assets in the managed accounts and establishing policy for asset allocation and other investment guidelines. The PERSI Board is charged with the fiduciary responsibility of administering the system.

PERSI is the administrator of seven fiduciary funds, including three defined benefit retirement plans, the Public Employee Retirement Fund Base Plan (“PERSI Base Plan”), the Firefighters’ Retirement Fund and the Judges’ Retirement Fund; two defined contribution plans, the Public Employee Retirement Fund Choice Plans 414(k) and 401(k); and two Sick Leave Insurance Reserve Trust Funds, one for State employers and one for school district employers.

PERSI membership is mandatory for eligible employees of participating employers, which consist of (i) employees who work 20 or more hours per week for five consecutive months, (ii) teachers working a half-time contract or greater, or (iii) persons who are elected or appointed officials. Membership is mandatory for State agency and local school district employees, and membership by contract is permitted for participating political subdivisions such as cities and counties. As of June 30, 2022, PERSI had 74,409 active members, 53,190 inactive members, and 50,891 retired members or beneficiaries. As of June 30, 2022, there were 840 participating employers in the PERSI Base Plan with a total overall membership of 177,802. As of September 30, 2022, the City had [ ] active employees entitled but not yet receiving benefits, and [ ] inactive employees or beneficiaries receiving benefits.

The Net Position for all pension and other funds administered by PERSI increased by \$5.0 billion during Fiscal Year 2021 and decreased \$2.8 billion during Fiscal Year 2022. The change in the defined benefit plans reflects the total of contributions received and an investment return less benefits paid and administrative expenses. All the plans experienced investment losses in Fiscal Year 2022 as a result of negative market performance. Net investment income for all of the funds administered by PERSI for the Fiscal Year 2022 and Fiscal Year 2021 was \$(2.4) billion and \$5.0 billion, respectively.

Based on the July 1, 2022, actuarial valuation, PERSI’s Base Plan net pension liability of \$(78,977.973) million, resulted in a change in funding status from a funding ratio of 100.36% on July 1, 2021, to 83.09% on June 30, 2022. The funding ratio is the ratio of the actuarial value of the assets over the value of the actuarial accrued liability. The higher the funding ratio, the better the plan is funded.

Annual actuarial valuations for PERSI are provided by the private actuarial firm of Milliman, which has provided the actuarial valuations for PERSI since its inception. As a result of the statutory requirement that the amortization period for the unfunded actuarial accrued liability (“UAAL”) be 25 years or less, the PERSI Board must annually analyze contribution rates. Because there is an amortization period of the Unfunded Actuarial Liability of 100+ years, the PERSI Board is currently analyzing contribution rates. Current rates are as follows:

**CONTRIBUTION RATES**

<u>Member</u>		<u>Employer</u>	
<u>General/ Teacher</u>	<u>Fire/ Police</u>	<u>General/ Teacher</u>	<u>Fire/ Police</u>
7.16%	9.13%	11.94%	12.28%

*Source: Financial Statements June 30, 2022, Public Employee Retirement System of Idaho.*

An experience study was performed for the period July 1, 2015, through June 30, 2020, which reviewed all economic and demographic assumptions including mortality. The Total Pension Liability as of June 30, 2022, is based on the results of an actuarial valuation date July 1, 2022.

The City’s required and paid contributions to the Base Plan as of June 30, 2022, was \$420,730. The reflected required and paid contributions represent the City’s entire contribution and are not specifically attributable to the Wastewater Division. PERSI contribution requirements are established by the PERSI Board within limitations, as defined by state law, and the City relies on PERSI to communicate any increases to the employer-required contribution. The City’s required contribution amount is then collected pro-rata from the various departments based on a department’s number of employees and salaries, among other factors.

Under GASB Statement No. 68, the City is required to record a liability and expense equal to its proportionate share of the collective net pension liability and expense of PERSI. On September 30, 2022, the City reported a liability for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City’s proportion of the PERSI net pension liability was based under the Base Plan, which was 0.0790322%.

PERSI issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained at [www.persi.idaho.gov](http://www.persi.idaho.gov) (which website is provided purely for convenience and is not incorporated or made a part of this Official Statement by this reference). Much of the information in this section comes from the PERSI Financial Statements, June 30, 2022, and therefore the information is from a source not within the City’s control.

**Other Post-employment Benefits**

As of the date of this Official Statement, the City does not have any other post-employment benefits.

**DEMOGRAPHIC INFORMATION**

The City is located in Blaine County, Idaho, in Idaho’s central mountains. Idaho State Highway 75 runs through the City, as does the Big Wood River. The City is served by the Friedman Memorial Airport, located approximately 15 miles away in Hailey, Idaho. Since the Sun Valley Mountain Resort opened as the first destination winter resort in the United States, the City has become a world-renowned travel destination and, as such, its economy is largely based on tourism. Winter tourism is driven by its proximity to Sun Valley, and summer amenities include golf, tennis, fishing, river rafting, and a variety of music and arts festivals and attractions. Year-round tourism is further bolstered by the City’s proximity to the Sawtooth National Recreation Area, as well as the Boulder, Smoky, and White Cloud Mountain Ranges. The City is approximately 150 miles away from Idaho’s capital city of Boise.

## Local Economy, Industry and Employment

The following is a list of the largest employers in Blaine County:

Employer	Location	Product/Service	No. of Employees
Sun Valley Resort	Sun Valley	Hospitality	500-999
Blaine County School District	Hailey	Education	500-999
St. Luke's Wood River Valley Medical Center	Ketchum	Hospital	250-499
Atkinsons' Market, Inc. <sup>(1)</sup>	Ketchum	Supermarkets and other grocery	100-249
Power Engineers	Hailey	Engineering	100-249
Albertsons	Hailey	Supermarkets and other grocery	100-250
Blaine County	Hailey	Local government	100-249
Zenergy	Ketchum	Hospitality and Fitness	100-249
Community School	Sun Valley	Educational services	100-249
Valley Club	Hailey	Hospitality	50-99
City of Ketchum	Ketchum	Local government	50-99

Source: The Idaho Department of Labor.

### Income

According to the 2020 Census County, 98.8% of City residents over the age of 25 have a high school degree or higher and 60.7% have a bachelor's degree or higher. The median family income was \$82,168 (\$67,521 nationally). The following table shows historic personal income and per capita income for Blaine County and the State of Idaho:

#### STATE OF BLAINE TOTAL AND PER INCOME

	2021	2020	2019	2018	2017
<b>Per Capita Income:</b>					
Blaine County	\$134,722	\$127,990	\$122,878	\$108,169	\$102,211
% change from prior year	5.3	4.2	.13.6	5.8	8.0
State of Idaho	52,369	49,491	56,250	53,786	51,550
% change from prior year	5.8	6.2	4.6	4.3	3.9
<b>Total Personal Income:</b>					
Blaine County (\$ in thousands)	\$3,336,537	\$3,113,613	\$2,926,472	2,535,922	\$2,352,072
% change from prior year	7.2	6.4	15.4	7.8	10.0
State of Idaho (\$ in millions)	99,550	91,448	83,032	74,435	71,888
% change from prior years	8.9	10.1	8.6	6.3	5.7

#### IDAHO AND COUNTY PERSONAL CAPITA

Source: Bureau of Economic Analysis.

**BLAINE COUNTY LABOR FORCE AND EMPLOYMENT TRENDS (2019-2021)**

	Annual Average		
	2019	2020	2021
Civilian Labor Force	132,365	131,390	132,437
Unemployed	3,247	7,365	3,637
Unemployment Rate	2.5%	5.6%	2.7%
Annual Average			
<i>By Place of Work</i>	2019	2020	2021
All Industry Covered Jobs	176,304	170,790	175,696
Total Private	151,042	145,949	150,101
Goods producing (Including Gov.)	23,739	23,281	23,421
Service Producing (Including Gov.)	152,565	147,509	152,275
Private Service Producing	127,377	122,741	126,752
Natural Resources	235	306	370
Construction	9,235	9,766	10,100
Manufacturing	14,269	13,209	12,951
Trade, Transportation, and Utilities	33,512	32,688	33,874
Wholesale Trade	8,913	8,931	9,546
Retail Trade	17,879	17,040	17,318
Transportation and Warehouse	5,693	5,693	5,966
Utilities	1,027	1,024	1,024
Information	2,545	1,771	1,696
Financial Services	10,073	10,194	10,497
Professional and Business Services	30,598	30,973	31,030
Education and Health Services	39,379	38,578	40,416
Leisure and Hospitality	18,456	15,615	17,031
Other Services	5,358	4,867	5,100
Government, All	25,249	24,822	25,589
Federal	4,786	4,938	4,944
State	10,739	10,525	11,283
Local	9,724	9,359	9,362

*Source: Idaho Department of Labor*

**CONSTRUCTION VALUE OF THE CITY**

Year	New Dwelling Units	Total Permits	Construction Values			
			New Resid.	New Non-Resid.	Add, Alt & Repairs	Total Construction
2022	78	115	\$[ ]	\$[ ]	\$[ ]	\$112,059,391
2021	67	140	[ ]	[ ]	[ ]	93,721,161
2020	23	131	[ ]	[ ]	[ ]	76,845,792
2019	[ ]	128	34,662,565	3,800,000	18,223,558	56,686,123
2018	[ ]	108	9,090,137	20,262,879	17,079,008	46,432,024

*Source: The City of Ketchum.*

## CERTAIN INVESTMENT CONSIDERATIONS

The Series 2023 Bonds may not be suitable investments for all persons, and prospective purchasers should evaluate the risks and merits of an investment in the Series 2023 Bonds and confer with their own legal and financial advisors before considering a purchase of the Series 2023 Bonds. The following section describes certain risk factors affecting the payment of and security for the Series 2023 Bonds. The following discussion is not meant to be an exhaustive list of the risks associated with the purchase of the Series 2023 Bonds and does not necessarily reflect the relative importance of the various risks. Potential investors are advised to consider the following risk factors along with all other information described elsewhere or incorporated by reference in this Official Statement in evaluating the Series 2023 Bonds.

### **Federal and Local Regulations**

Several factors affect the operation of the Facility. Federal, state, and local standards and procedures that regulate the operations and environmental impacts of sewer systems are subject to change. These changes may arise from continuing legislative, regulatory and judicial action regarding such standards and procedures. Consequently, there is no assurance that the Facility will remain subject to the regulations currently in effect, will be in compliance with current or future regulations or will always be able to obtain all required operating permits. Compliance with applicable environmental standards could result in additional capital and operating expenditures and reduced operating and efficiency levels, as well as possible fines, penalties, or liabilities for noncompliance.

### **Operating Results**

Several factors could impact the results of operations of the Facility in the future, including a decrease in the number of customers, changes in regional and local economic conditions, regulatory and permit requirements, changes in population, increased water conservation, increased operation and maintenance costs, and changes in general market conditions. There can be no assurance that the Facility will be able to maintain the current number of users if there are changes in the residential and/or commercial population of the Service Area.

### **Facility Expenses, Collections and Future Rates**

The maintenance and operation expenditures related to the Facility are expected to increase in the next [ ] years. *See* “THE FACILITY – Financial Reports– Projected Net Revenues and Debt Service Coverage.” However, there can be no assurance the City’s projected future Operation and Maintenance Expenses of the Facility will be as projected and described in this Official Statement. In addition, demands on the Facility are expected to increase due to population growth and regulatory requirements in the future. As described here, the City is in the process of implementing its CIP to provide a framework for meeting future water requirements. Increases in expenses could require a significant increase in rates or fees to pay for CIP projects, including those currently anticipated in the Project, and to pay the debt service on Parity Bonds.

### **Cybersecurity**

Like other organizations, the City relies on electronic systems and technologies to conduct operations. Computer networks and data transmission and collection are vital to the safe and efficient operations of the City. The City considers information security to be of paramount importance. The City has implemented various internal procedures and standards to protect against such risks. The City utilizes the following at the firewall level to resist cybersecurity attacks: intrusion detection and prevention, antivirus and antimalware scanning and filtering, and Geo-IP filtering. Antivirus and patch management are implemented at the server and workstation level. Network segmentation is implemented at the switch level. Multifactor authentication is implemented for all City email accounts.

The City maintains cyber liability and has implemented policy measures to help offset any financial risks that may result from a cybersecurity breach. As with all risks to which the City is exposed, loss or breach can result in legal and/or regulatory claims. The City’s comprehensive insurance policies are in place to protect the City in those circumstances.

### **Natural and Economic Forces**

The City, like all communities, may be subject to unpredictable natural or man-made disasters, such as seasonal storms, excessive/high winds, flood, fire, toxic dumping or acts of terrorism, any of which could adversely affect the City including the Facility and the collection and receipt of Net Revenues. In the event of such calamities, there may be significant damage to both property and infrastructure, including to the Facility. As a result, a substantial portion of the property owners may be unable or unwilling to pay for service.

## **International Economic and Political Conditions**

With the globalization of business and the increased importance of international trade and tourism, growth in the U.S. economy has become more closely tied to worldwide economic, political, and social conditions. As a result, international economics, trade balances, currency exchange rates, political relationships, and hostilities are now important influences.

## **Secondary Market**

No assurance can be given concerning the existence of any secondary market for the Series 2023 Bonds or its creation or maintenance by the Underwriter. Thus, purchasers of Series 2023 Bonds should be prepared, if necessary, to hold their Series 2023 Bonds until their respective maturity dates.

## **Forward Looking Statements**

This Official Statement contains statements relating to future results that are “forward-looking statements.” When used in this Official Statement, the words “estimate,” “anticipate,” “intend,” “expect,” “projection,” and similar expressions identify forward-looking statements. Such statements are subject to risks and uncertainties that could cause the actual results to differ materially from those contemplated in such forward-looking statements.

## **LEGISLATIVE REFERRALS**

Legislative referrals are proposed laws that originate from the Legislature to be voted on by the people. In Idaho, both houses of the Legislature must vote, and referrals must pass by two-thirds of each house member to refer a statute or constitutional amendment for a popular vote. Such referrals cannot be vetoed by the governor. According to the Elections Division of the Idaho Secretary of State, there are no currently proposed Legislative referrals.

## **THE INITIATIVE PROCESS**

Article I, Section 3 of the Idaho Constitution states the people of the State have reserved the power of initiative and referendum, pursuant to which measures to enact or repeal laws can be placed on the statewide general election ballot in even-numbered years for consideration by the voters. The initiative and referendum powers relate only to laws; the Idaho Supreme Court has ruled the Idaho Constitution cannot be amended by initiative or referendum.

In 1997, the Idaho Legislature enacted significant procedural pre-requisites including signature distribution requirements, to qualify an initiative or referendum measure for submittal to the electors. Any person may file a proposed measure with the signatures of 20 qualified electors of the State with the Idaho Secretary of State’s office. The Idaho Attorney General is required by law to review and make recommendations (if any) on the petition to the petitioner before issuing a certificate of review to the Secretary of State. The petitioner then, within 15 working days, files the measure with the Secretary of State for assignment of a ballot title and submittal to the Attorney General. The Attorney General, within 10 working days thereafter, must provide a ballot title for the measure. Any elector that submitted written comments who is dissatisfied with the ballot title certified by the Attorney General may petition the Idaho Supreme Court seeking a revision of the certified ballot title.

Once the ballot title has been certified and the form of the petition approved by the Secretary of State, the proponents of the measure will print the petition and, during an 18-month circulation period or until April 30 in an election year, whichever occurs first, may start gathering the petition signatures necessary to place the proposed measure on the ballot.

Prior to 2021, to be placed on a general election ballot, the initiative proponents were to submit, not less than four months prior to the election, to the Secretary of State petitions signed by a number of qualified voters equal to at least 6% of the qualified electors in a majority of the State’s 35 legislative districts, and the total number of signatures must be 6% of the total registered voters of the State, which is approximately 62,000 qualified voters. The 2021 Legislature adopted legislation changing this requirement to provide that petitions must be signed by a number of qualified voters equal to at least 6% of the qualified electors in all and each of the State’s 35 legislative districts. On August 23, 2021, the Idaho Supreme Court struck down that legislation as violative of the Idaho Constitution’s provisions for initiatives and referenda. The effect of the Idaho Supreme Court’s action is State law reverts to requiring signatures of 6% of the qualified electors

in 18 of the States' 35 legislative districts, and 6% of the total registered voters of the State. Proponents of measures are permitted to compensate persons obtaining signatures for the petition, but in such instances the petition must contain a notice of such payment to the elector whose signature is being sought.

### **Historical Initiative Petitions**

According to the Elections Division of the Idaho Secretary of State, there were five initiative petitions and three referendums that qualified for the ballot between 2006 and 2023.

## **TAX MATTERS**

### **The Series 2023 Bonds**

In the opinion of Skinner Fawcett LLP, Bond Counsel, based upon an analysis of existing laws, regulations, rulings, and court decisions and assuming, among other matters, the accuracy of certain representation and compliance with certain covenants, interest on the Series 2023 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code") and is exempt from State of Idaho personal income taxes. In the further opinion of Bond Counsel, interest on the Series 2023 Bonds is not a specific preference item for purposes of the federal alternative minimum tax on individuals; however, interest on the Series 2023 Bonds is taken into account in determining annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on certain corporations for tax years beginning after December 31, 2022. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual, or receipt of interest on, the Series 2023 Bonds. A complete copy of the proposed form of the opinion of Bond Counsel is set forth in Appendix C hereof.

To the extent the issue price of any maturity of the Series 2023 Bonds is less than the amount to be paid at maturity of such Series 2023 Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Series 2023 Bonds), the difference constitutes "original issue discount," the accrual of which, to the extent properly allocable to each owner thereof, is treated as interest on the Series 2023 Bonds that is excluded from gross income for federal income tax purposes under Section 103 of the Code and State of Idaho personal income taxes. For this purpose, the issue price of a maturity of the Series 2023 Bonds is the first price at which a substantial amount of such maturity of the Series 2023 Bonds is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents, or wholesalers). The original issue discount with respect to any maturity of the Series 2023 Bonds accrues daily over the term to maturity of such Series 2023 Bonds based on a constant interest rate, compounded semiannually, with straight-line interpolations between compounding dates. The accruing original issue discount is added to the adjusted basis of such Series 2023 Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment at maturity) of such Series 2023 Bonds. Owners of the Series 2023 Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Series 2023 Bonds with original issue discount, including the treatment of purchasers who do not purchase such Series 2023 Bonds in the original offering to the public at the first price at which a substantial amount of such Series 2023 Bonds is sold to the public, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of accrued original issue discount on such Series 2023 Bonds under the federal alternative minimum tax.

Series 2023 Bonds purchased, whether at original issuance or otherwise, for an amount greater than their principal amount payable at maturity (or, in some cases, at their earlier call date) ("Premium Bonds") will be treated as having amortizable premium. No deduction is allowable for the amortizable premium in the case of obligations, like the Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, a purchaser's basis in a Premium Bond and the amount of tax-exempt interest received by the purchaser will be reduced by the amount of amortizable premium properly allocable to such purchaser. Owners of Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable premium in their particular circumstances.

The Code imposes various restrictions, conditions, and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Series 2023 Bonds. The Issuer and the Borrower have made representations related to certain of these requirements and have covenanted to comply with certain restrictions



designed to assure that interest on the Series 2023 Bonds will not be included in federal gross income. Inaccuracy of the representations or failure to comply with the covenants may result in interest on the Series 2023 Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Series 2023 Bonds. The opinion of Bond Counsel assumes the accuracy of the representations and compliance with the covenants. Bond Counsel has not undertaken to determine or to inform any person whether any action taken or not taken or any event occurring or not occurring after the date of issuance of the Series 2023 Bonds may adversely affect the value of, or the tax status of interest on, the Series 2023 Bonds.

Although Bond Counsel is of the opinion that interest on the Series 2023 Bonds is excluded from gross income for federal income tax purposes and is exempt from State of Idaho personal income taxes, the ownership or disposition of, or the accrual or receipt of interest on, the Series 2023 Bonds may otherwise affect an owner's federal or state tax liability. The nature and extent of these other tax consequences will depend upon the particular tax status of the owner of the Series 2023 Bonds or such owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Current and future legislative proposals, if enacted into law, clarification of the Code by the Treasury Department or the Internal Revenue Service, or future court decisions may cause interest on the Series 2023 Bonds to be subject, directly or indirectly, in whole or in part, to federal income taxation or otherwise prevent owners of the Series 2023 Bonds from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals may also affect the market price for or marketability of the Series 2023 Bonds. Prospective purchasers of the Series 2023 Bonds should consult their own tax advisors regarding the potential impact of any pending or proposed federal or state tax legislation, regulations, or litigation, as to which Bond Counsel expresses no opinion.

The opinion of Bond Counsel is based upon current legal authority and represents Bond Counsel's judgment as to the proper treatment of the Series 2023 Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service (the "IRS") or the courts. Further, Bond Counsel cannot give any opinion or assurance as to the future activities of the Issuer or the Borrower. The Issuer and the Borrower have, however, covenanted to comply with the requirements of the Code.

The IRS has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the IRS, interest on such obligations is includable in the gross income of the owners thereof for federal income tax purposes. Bond Counsel is not obligated to defend the owners, the Issuer, or the Borrower regarding the tax status of the Series 2023 Bonds in the event of such an examination. Under current procedures, parties other than the Issuer and the Borrower and their appointed counsel, such as the owners of the Series 2023 Bonds, would have little, if any right, to participate in the examination process. Moreover, because obtaining judicial review in connection with an examination is difficult, obtaining an independent review of IRS position with which the Issuer and the Borrower legitimately disagree may not be practicable. The selection of the Series 2023 Bonds by the IRS for an examination or an audit of bonds presenting similar tax issues may affect the market price for or the marketability of the Series 2023 Bonds and may cause the Issuer, the Borrower, or the holders of the Series 2023 Bonds to incur significant expense.

### **State Tax Matters**

In the opinion of Bond Counsel, under existing laws, regulations, rulings and judicial decisions, interest on the Series 2023 Bonds is exempt from all taxation and assessments in the State. Purchasers of the Series 2023 Bonds should consult with their tax advisors with respect to the State and local tax consequences of owning the Series 2023 Bonds.

### **THE BOND REGISTRAR**

The City has appointed Zions Bancorporation, National Association, a national banking association organized under the laws of the United States, to serve as Bond Registrar and Paying Agent (the "Bond Register") for the Series 2023 Bonds. The Bond Registrar is to carry out those duties assignable to it under the Series Ordinance. The Bond Registrar has not reviewed or participated in the preparation of this Official Statement and does not assume any responsibility for the nature, completeness, contents, or accuracy of the Official Statement.

Furthermore, the Bond Registrar has no oversight responsibility, and is not accountable, for the use or application by the City of any of the Series 2023 Bonds authenticated or delivered pursuant to the Series 2023 Ordinance or for the use or application of the proceeds of such Series 2023 Bonds by the City. The Bond Registrar has not evaluated the risks, benefits, or propriety of any investment in the Series 2023 Bonds and makes no representation, and has reached no conclusions, regarding the value or condition of any assets pledged or assigned as security for the Series 2023 Bonds, or the investment quality of the Series 2023 Bonds, about all of which the Trustee expresses no opinion and expressly disclaims the expertise to evaluate.

## **LEGAL MATTERS**

### **Opinions of Bond Counsel**

Legal matters incident to the authorization, issuance, and sale of the Series 2023 Bonds by the City are subject to the approving legal opinion of Bond Counsel, substantially in the form attached hereto as “Appendix C—Form of Bond Counsel Opinion.” Bond Counsel has reviewed this document only to confirm that the portions of it describing the Series 2023 Bonds and the authority to issue the Series 2023 Bonds, the security for the Series 2023 Bonds and tax matters relative to the Series 2023 Bonds present a fair summary of such matters.

### **Litigation**

To the best of the City’s knowledge there is no litigation pending questioning the validity of the Series 2023 Bonds or the power and authority of the City to issue the Series 2023 Bonds. To the best of the City’s knowledge there is no litigation pending which would materially affect the Revenue of the System or affect the City’s ability to meet debt service requirements on the Series 2023 Bonds.

### **Laws Relating to Municipal Reorganization**

Idaho Code Section 67-3903 permits cities, as taxing districts of the State of Idaho, to file a petition for federal bankruptcy relief, in accordance with Title IX of the United States Bankruptcy Code (the “Bankruptcy Code”). Prior to filing such a petition, the taxing district is required to adopt a Bond Ordinance authorizing the filing. The statute authorizes the taxing district to take any of the following actions to consummate a plan of readjustment pursuant to its bankruptcy proceedings, including cancellation and remission of moneys payable under bonds, warrants or other obligations issued by the City; issuance of refunding bonds on certain conditions, adoption of necessary ordinances, assessment, levy and collection of taxes to enforce collections necessary pursuant to the plan of readjustment, cancellation and reduction of taxes or special assessments for bonds refunded under the plan as a result of reduction in debt service accomplished by such refunding and to take any other actions necessary for accomplishment of the plan. Prior to refunding bonds or levying any taxes or special assessments, the taxing district is required to provide notice and hold a hearing prior to the adoption of the plan for readjustment requiring such actions.

### **Enforcement of Remedies**

The remedies available to the Beneficial Owners of the Series 2023 Bonds in the case of an event of default under the Bond Ordinance are subject to the exercise of judicial discretion under existing constitutional and statutory law and judicial decisions, including specifically the Bankruptcy Code. The opinion of Bond Counsel to be delivered concurrently with delivery of the Series 2023 Bonds will be qualified as to enforceability of payment of the Series 2023 Bonds by limitations imposed by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors’ rights generally, by equitable principles and other legal limitations.

## CONTINUING DISCLOSURE

### Continuing Disclosure Agreement

The City will enter into a Continuing Disclosure Agreement for the benefit of the beneficial owners of the Series 2023 Bonds to send certain information annually and to provide notice of certain events to certain information repositories pursuant to the requirements of Section (b)(5) of Rule 15c2-12 (the “Rule”) adopted by the Securities and Exchange Commission (the “Commission”) under the Securities Exchange Act of 1934. The proposed form of the Continuing Disclosure Agreement is set forth in “Appendix D—Form of Continuing Disclosure Agreement,” attached hereto.

### Current Compliance

The City has materially complied with its continuing disclosure undertakings in the last five years. A failure by the City to comply with the Continuing Disclosure Agreement must be reported in accordance with the Rule and must be considered by any broker, dealer, or municipal securities dealer before recommending the purchase or sale of the Series 2023 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2023 Bonds and their market price.

## RATING

S&P Global Ratings (“S&P”) has assigned its rating of “[ ]” to the Series 2023 Bonds. Certain information was supplied by the City to such rating agency to be considered in evaluating the Series 2023 Bonds.

The foregoing ratings express only the views of the rating agency and are not recommendations to buy, sell or hold the Series 2023 Bonds. An explanation of the significance of the rating may be obtained from the rating agency furnishing the rating. There is no assurance such rating will continue for any given period of time or will not be revised downward or withdrawn entirely by the rating agency if, in its judgment, circumstances so warrant. Any downward revision or withdrawal of the rating may have an adverse effect on the market price of the Series 2023 Bonds.

## MUNICIPAL ADVISOR

The City has retained Zion Public Finance, Inc., Boise, Idaho, as municipal advisor (the “Municipal Advisor”) in connection with the preparation of the City’s financing plans and with respect to the authorization and issuance of the Series 2023 Bonds. The Municipal Advisor is not obligated to undertake and has not undertaken to make any independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. While under contract to the City the Municipal Advisor may not participate in the underwriting of any City debt.

## UNDERWRITING

The Series 2023 Bonds are being purchased by Piper Sandler & Co. (the “Underwriter”) at an aggregate price of \$xx,xxx,xxx, which represents the principal amount of the Series 2023 Bonds plus a premium of \$[ ] and less an underwriter's discount of \$[ ]. After the initial public offering, the public offering prices may vary from time to time.

The Bond Purchase Contract provides that the Underwriter will purchase all the Series 2023 Bonds if any are purchased, and the obligation of the Underwriter to accept and pay for the Series 2023 Bonds is subject to certain terms and conditions set forth therein, including the approval by counsel of certain legal matters. After the initial public offering, the public offering prices may vary from time to time.

[The Underwriter of the Series 2023 Bonds has entered into a distribution agreement with its affiliate Charles Schwab & Co., Inc. that enables Charles Schwab & Co., Inc. to distribute certain new issue municipal securities underwritten by or

allocated to the Underwriter which could include the Series 2023 Bonds. Under the Agreement, the Underwriter will share with Charles Schwab & Co., Inc., a portion of the fee or commission paid to the Underwriter. As part of this arrangement, the Underwriter may distribute securities to Charles Schwab & Co., Inc., which may in turn distribute such securities to investors through the financial advisor network of Charles Schwab & Co., Inc. As part of this arrangement, the Underwriter may compensate Charles Schwab & Co., Inc., as a dealer for their selling efforts with respect to the Series 2023 Bonds.]

### **OTHER BOND INFORMATION**

All estimates, assumptions, statistical information, and other statements contained herein, while taken from sources considered reliable, are not guaranteed by the City. So far as any statement herein includes matters of opinion, or estimates of future expenses and income, whether or not expressly so stated, they are intended merely as such and not as representations of fact.

The information contained herein should not be construed as representing all conditions affecting the City or the Series 2023 Bonds. Additional information may be obtained from the City. The statements relating to the Bond Ordinance are in summarized form, and in all respects are subject to and qualified in their entirety by express reference to the provisions of such document in its complete form.

The agreements of the City are set forth in such documents, and the information assembled herein to be construed as a contract with Owners of the Series 2023 Bonds. Information with respect to the City set forth in this Official Statement has been supplied by the City, and the Underwriter has relied on the City with respect to the accuracy and sufficiency of such information.

At the time of delivery of the Series 2023 Bonds, one or more officials of the City will furnish a certificate stating that to the best of his or her knowledge, this Official Statement, as of its date and as of the date of delivery of the Series 2023 Bonds does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein, in light of the circumstances under which they were made, misleading.

Statements in this Official Statement, including matters of opinion, whether or not expressly so stated, are intended as such and not as representation of fact. This Official Statement is not to be construed as a contract or agreement between the City and the purchasers of the Series 2023 Bonds. The preparation and distribution of this Official Statement has been authorized by the City.

THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO

By: \_\_\_\_\_  
Jade Riley, City Administrator

**Appendix A**  
**Audited Financial Statements**

**Appendix B**

**Master Ordinance and Series 2023 Ordinance**

**Appendix C**

**Form of Opinion of Bond Counsel**

## **Appendix D**

### **Form of Continuing Disclosure Agreement**



## Appendix E

### Book-Entry Only System

THE DEPOSITORY TRUST COMPANY

#### SAMPLE OFFERING DOCUMENT LANGUAGE

#### DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

(Prepared by DTC--bracketed material may apply only to certain issues)

1. The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the securities (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount and an additional certificate will be issued with respect to any remaining principal amount of such issue.]

2. DTC, the world’s largest depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2.2 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instrument from over 100 countries that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation, and Emerging Markets Clearing Corporation (NSCC, FICC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC is rated AA+ by Standard & Poor’s. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC’s records. The ownership interest of each actual purchaser of each Security (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered

into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners, in the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.]

[6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]

7. Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Securities unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to The City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from The City or Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC[nor its nominee], Agent, or The City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of The City or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

[9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to [Tender/Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender/Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct

Participants on DTC's records and followed by a book-entry credit of tendered Securities to [Tender/Remarketing] Agent's DTC account.]

10. DTC may discontinue providing its services as securities depository with respect to the Securities at any time by giving reasonable notice to The City or Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Security certificates are required to be printed and delivered.

11. The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that The City believes to be reliable, but The City takes no responsibility for the accuracy thereof.

**CITY OF KETCHUM**

ORDINANCE NO. 23-[ ]

BY THE COUNCIL:

BREEN, DAVID, HAMILTON,  
AND SLANETZ

MASTER ORDINANCE

**AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, STATE OF IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF WASTEWATER REVENUE BONDS IN ONE OR MORE SERIES TO PROVIDE FUNDS NECESSARY TO FINANCE OR REFINANCE IMPROVEMENTS TO THE CITY’S WASTEWATER SYSTEM; FIXING THE FORM, COVENANTS AND CERTAIN TERMS OF THE BONDS TO BE ISSUED; PROVIDING FOR THE REGISTRATION AND AUTHENTICATION OF BONDS; PLEDGING NET REVENUES FOR PAYMENT OF DEBT SERVICE ON BONDS ISSUED HEREUNDER; PROVIDING FOR CERTAIN FEDERAL TAX COVENANTS WITH RESPECT TO TAX-EXEMPT BONDS ISSUED HEREUNDER; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; ORDERING PUBLICATION; APPROVING A SUMMARY OF THE ORDINANCE; PROVIDING FOR WAIVER OF THE READING RULES AND PROVIDING AN EFFECTIVE DATE.**

Approved: [ ], 2023

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**ORDINANCE NO. 23-[ ]**

**MASTER ORDINANCE**

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, STATE OF IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF WASTEWATER REVENUE BONDS IN ONE OR MORE SERIES TO PROVIDE FUNDS NECESSARY TO FINANCE OR REFINANCE IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM; FIXING THE FORM, COVENANTS AND CERTAIN TERMS OF THE BONDS TO BE ISSUED; PROVIDING FOR THE REGISTRATION AND AUTHENTICATION OF BONDS; PLEDGING NET REVENUES FOR PAYMENT OF DEBT SERVICE ON BONDS ISSUED HEREUNDER; PROVIDING FOR CERTAIN FEDERAL TAX COVENANTS WITH RESPECT TO TAX-EXEMPT BONDS ISSUED HEREUNDER; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; ORDERING PUBLICATION; APPROVING A SUMMARY OF THE ORDINANCE; PROVIDING FOR WAIVER OF THE READING RULES AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AS FOLLOWS:

WHEREAS, the City of Ketchum, Blaine County, Idaho (the "City") is a body politic and corporate duly organized, operating and existing under and pursuant to the provisions of the Constitution and the laws of the State of Idaho; and

WHEREAS, the City Council (the "Council") of the City is authorized and empowered by the Revenue Bond Act, Idaho Code, Sections 50-1027 through 50-1042, inclusive, and the Municipal Bond Law of the State of Idaho, being Idaho Code, Title 57, Chapter 2 (collectively, the "Act"), to authorize, issue, sell and deliver revenue bonds to finance and/or refinance the acquisition and construction of improvements and additions to the wastewater or sewer system of the City (the "Wastewater System"); and

WHEREAS, pursuant to the Act, the City held a special municipal revenue bond election on November 8, 2022, at which a majority of the electors approved the City's proposition to issue up to \$14,000,000 for the purpose of financing the design and construction of certain improvements to the City's Wastewater System and to pay the costs of issuance thereof; and

WHEREAS, it is hereby found to be in the best interests of the City that the City adopt this ordinance (hereinafter, this "Master Ordinance") to provide the terms and provisions by which the City shall authorize the issuance and sale of revenue bonds pursuant to Series Ordinances hereunder up to the Bonding Authority (as defined herein) to finance and/or refinance improvements to the City's Wastewater System.

NOW, THEREFORE, THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, FURTHER ORDAIN as follows:

**Section 1. Definitions.** As used in this Master Ordinance, the following definitions shall apply unless a different meaning clearly appears from the context:

**Acquisition** or **Acquire** includes the opening, laying out, establishment, purchase, construction, securing, installation, reconstruction, lease, gift, or grant from the federal government, the State of Idaho, or any public body therein or any person, the condemnation, transfer, option to purchase, other contract, or other acquirement, or any combination thereof.

**Adjusted Net Revenues** means the Net Revenues, adjusted for purposes of Section 14(c)(2) as provided in Section 14(e).

**Annual Debt Service** means in any Fiscal Year the amount of principal and interest required to be paid in that Fiscal Year on all Outstanding Bonds, adjusted as follows:

- (1) Interest which is to be paid from proceeds of Bonds shall be subtracted;
- (2) Bonds which are subject to scheduled, noncontingent redemption/prepayment or tender shall be deemed to mature on the dates and in the amounts which are subject to mandatory redemption/prepayment or tender, and only the amount scheduled to be Outstanding on the final maturity date shall be treated as maturing on that date;
- (3) Interest subsidies shall be subtracted from the interest due on Interest Subsidy Bonds as provided in Section 15;
- (4) Bonds which are subject to contingent redemption/prepayment or tender shall be treated as maturing on their stated maturity dates; and
- (5) Each Balloon Payment shall be assumed to be paid according to its Balloon Debt Service Requirement.

**Balloon Debt Service Requirement** means the Committed Debt Service Requirement for a Balloon Payment or, if the City has not entered into a firm commitment to sell Bonds or other obligations to refund that Balloon Payment, the Estimated Debt Service Requirement for that Balloon Payment.

**Balloon Payment** means any principal payment for a Series of Bonds which comprises more than twenty-five percent of the original principal amount of that series, but only if that principal payment is designated as a Balloon Payment in the closing documents for the Series.

**Base Period** means the alternative selected by the City from the following two options: (a) any twelve consecutive months selected by the City or Qualified Consultant out of the most recent eighteen months preceding the delivery of a Series of Parity Bonds; or (b) the most recently completed Fiscal Year for which audited financial statements are available.

**Beneficial Owner** means any person that has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

**Bonding Authority** means the authority to issue revenue bonds or other obligations hereunder in the aggregate par amount of up to \$14,000,000, as authorized by the November 8, 2022, bond election, plus such additional authority to issue revenue bonds in excess of \$14,000,000, as authorized by (i) subsequent bond elections and/or (ii) judicial confirmation under Idaho Code, Title 7, Chapter 13; and pursuant to the Act.

**Bond Fund** means the “City of Ketchum Wastewater Revenue Bond Fund,” which includes a Debt Service Account, and subaccounts thereunder, for the purpose of paying the principal of and interest due on Bonds, as applicable.

**Bond Register** means the registration records maintained by a Bond Registrar setting forth the names and addresses of Registered Owners of a Series of Bonds, in compliance with Section 149 of the Code.

**Bond Registrar** means the person or qualified entity appointed by the City pursuant to Section 3 hereof and a Series Ordinance for the purposes of registering and authenticating Bonds, maintaining the related Bond Register, effecting transfer of ownership of the Bonds, and paying interest on and principal of the Bonds.

**Bond or Bonds** means the Initial Bonds and Parity Bonds of the City authorized and issued under this Master Ordinance and any Series Ordinance; provided, however, “Bond” or “Bonds” shall not include Subordinate Obligations.

**Bond Year** means each one-year period that ends on the date selected by the City. The first and last Bond Years may be shorter periods. If no day is selected by the City before the earlier of the final maturity date of the Bonds or the date that is five years after the date of issuance of the Bonds, Bond Years shall end on each anniversary of the date of issue and on the final maturity date of the Bonds.

**City** means the City of Ketchum, Blaine County, Idaho, a body politic and corporate duly organized and existing under and by virtue of the Constitution and laws of the State of Idaho.

**City Administrator** means the City Administrator of the City or their successor in function, if any.

**City Clerk or Clerk** means the ex officio City Clerk of the City, or other officer of the City who is the custodian of the records of the proceedings of the City, or their successor in function, if any.

**City Treasurer** means the Treasurer of the City, or their successor in function, if any.

**Code** means the Internal Revenue Code of 1986, as amended, together with corresponding and applicable regulations and revenue rulings issued with respect thereto by the Treasury Department or the Internal Revenue Service of the United States.

**Committed Debt Service Requirement** means the schedule of principal and interest payments for a Series of Refunding Bonds or other obligations which refund a Balloon Payment, as shown in the Series Ordinance and/or other documents evidencing the City’s firm commitment



to sell that Series. A “firm commitment to sell” means a bond purchase agreement or similar document which obligates the City to sell, and obligates a purchaser to purchase, the Series of Refunding Bonds or other obligations, subject only to the conditions which customarily are included in such documents.

**Continuing Disclosure Agreement** shall mean, with respect to each issue of Bonds authorized hereunder and subject to Rule 15c2-12, the form of continuing disclosure undertaking by the Issuer dated the date of issuance and delivery of the respective Bonds, as originally executed and as may be amended from time to time in accordance with the terms hereof, if required by Rule 15c2-12.

**Cost of Acquisition and Construction** or any phrase of similar import, shall mean all or any part designated by the City of the costs of a Project, or interest therein, which costs, at the option of the City, may include all or any part of the incidental costs pertaining to the acquisition of the Project, including, without limitations:

- (1) Preliminary expenses advanced by the City from funds available for the use therefor, or advanced by the federal government, or from any other source, with approval of the City, or any combination thereof;
- (2) The costs of making surveys, audits, preliminary plans, other plans, specifications, estimates of costs and other preliminaries;
- (3) The costs of appraising, printing, estimates, advice, services of engineers, architects, financial consultants, attorneys at law, clerical help, or other agents of employees;
- (4) The costs of contingencies;
- (5) The costs of any discount on Bonds and of any of the costs of issuance of Bonds payable from original issue premium;
- (6) The costs of funding and short-term financing, revenue warrants, bond anticipation notes, or other temporary loans appertaining to the Project, and of the incidental expenses incurred in connection with such loans;
- (7) The acquisition and construction costs of any properties, rights, easements, or other interest in properties, or any licenses, privileges, agreements and franchises; and
- (8) All other expenses necessary or desirable and appertaining to the Project, as estimated or otherwise ascertained by the City.

**Council** means the City Council of the City, as the same shall be duly and regularly constituted from time to time.

**Debt Service Account** means an account or subaccounts of that name in the Bond Fund out of which the principal of and interest on any Bonds shall be paid.

**Designated Representative** means the Mayor, the City Administrator or any City employee designated by them.

**DTC** means The Depository Trust Company of New York, as depository for the Bonds, or any successor or substitute depository for the Bonds.

**Engineer** means an independent licensed professional engineer (or firm of licensed professional engineers) selected by the City and experienced and skilled in the design, construction and operation of wastewater or sewer systems of comparable size and character to the Wastewater System.

**Estimated Debt Service Requirement** means the schedule of principal and interest payments for a hypothetical Series of Refunding Bonds that refunds a Balloon Payment, that is prepared by City Administrator, City Treasurer, or their designee, and that meets the requirements of Section 16.

**Fiscal Year** means the year commencing October 1 and ending the following September 30, unless changed by the City.

**Fitch** means Fitch Ratings, Inc., its successors, and assigns, and, if such organization shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Fitch shall be deemed to refer to any other nationally recognized securities rating agency (other than S&P or Moody's) designated by the City.

**Initial Bonds** means the first series of revenue bonds or other obligations issued by the City under this Master Ordinance and a Series Ordinance.

**Interest Subsidy Bonds** means Bonds for which the City is eligible to receive federal interest rate subsidies that are similar to the interest subsidies that were available for Build America Bonds.

**Letter of Representations** means the Blanket Issuer Letter of Representations from the City to DTC authorized under Section 3 of this Master Ordinance to be executed and filed with DTC.

**Master Ordinance** means this Ordinance No. 23-[ ] adopted by the Council on [ ], 2023.

**Maximum Annual Debt Service** means, at the time of calculation, the maximum amount of Annual Debt Service that will be payable in the current Fiscal Year or any future Fiscal Year on all Bonds.

**Mayor** means the Mayor of the City, or any presiding officer or titular head of the City, or their successor in functions, if any.

**Moody's** means Moody's Investors Service, Inc., its successors, and assigns, and, if such organization shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Moody's shall be deemed to refer to any other nationally recognized securities rating agency (other than S&P and Fitch) designated by the City.

*Net Revenue(s)* means, for any period, the Revenue of the Wastewater System after the deduction of Operation and Maintenance Expenses.

*Operation and Maintenance Expenses* means all costs incurred by the City and properly treated as expenses of operating, maintaining, and repairing the Wastewater System under generally accepted accounting principles, whether paid or accrued, or of levying, collecting and otherwise administering the Revenue of the Wastewater System for the payment of the Bonds, but shall not include any payment for debt service or deposits into a Reserve Account, depreciation or taxes levied or imposed by the City of payments to the City in lieu of taxes, or capital additions or capital replacements to the Wastewater System, and the term includes (except as limited by contract or otherwise limited by law) without limiting the generality of the foregoing:

(1) Engineering, auditing, reporting, legal and other overhead expenses of the various City departments directly relating and reasonably allocable to the administration of the Wastewater System;

(2) Fidelity bond and property and liability insurance premiums appertaining to the Wastewater System, or a reasonably allocable share of a premium of any blanket bond or policy pertaining thereto;

(3) Payments to pension, retirement, health, and hospitalization funds and other insurance related to the operation of the Wastewater System;

(4) Any taxes, assessments, excise taxes or other charges which may be lawfully imposed on the City, the Wastewater System, revenues therefrom, or any privilege in connection with their operation;

(5) The reasonable charges of the fiscal or paying agent, Bond Registrar, commercial bank, trust bank or other depository bank appertaining to Bonds or appertaining to a Project, if any;

(6) Contractual services, professional services, salaries, other administrative expenses, the cost of materials, supplies, repairs and labor, appertaining to the issuance of Bonds and to the Wastewater System; and

(7) All other administrative, general and commercial expenses.

However, Operation and Maintenance Expenses do not include:

(1) Any rebates or penalties paid from Revenues under Section 148 of the Code;

(2) Payments of judgments or fines against the City and payments for the settlement of litigation;

(3) Depreciation and amortization of property values or losses, and other non-cash expenses, including non-cash expenses related to pensions and postemployment benefits;

- (4) All amounts eligible to be treated for accounting purposes as payments for capital expenditures;
- (5) Interest and other debt service payments, paying agent fees, broker-dealer fees and similar charges for the maintenance of borrowings;
- (6) The expenses of owning, operating or maintaining any Separate Utility System;
- (7) Expenditures made from any liability insurance proceeds;
- (8) Expenditures made from any casualty insurance proceeds used to pay for costs of repairing or replacing portions of the Wastewater System;
- (9) Expenditures made from grant funds, regardless of whether such grant funds are dedicated to a specific purpose or available for the general operation, maintenance and repair or replacement of the Wastewater System;
- (10) Extraordinary, non-recurring expenses of the Wastewater System; or
- (11) Expenditures allocable to any other funding source which does not constitute Revenues of the Wastewater System.

**Ordinance** means this Master Ordinance and, when applicable, this Master Ordinance and any Series Ordinance.

**Outstanding**, when used with reference to a Bond or Bonds, as of any particular date, means all Bonds which have been issued, executed, authenticated and delivered by the City, except (i) Bonds cancelled because of payment or redemption prior to their stated dates of maturity, and (ii) any Bond (or portion thereof) for the payment or redemption of which there has been separately set aside and held funds for the payment thereof, and when used in reference to a Bond or Bonds issued as zero coupon or capital appreciation bonds, the assumed par amount outstanding of such Bond or Bonds shall be its purchase price, plus the accrued interest earned by the Owner of such Bond or Bonds as of the date of calculation.

**Owner** means a registered owner of a Bond.

**Parity Bonds** means the Initial Bonds and any obligation that is secured by the Net Revenues on an equal basis with the Initial Bonds and issued in accordance with Section 14.

**Permitted Investments** means such investments as shall be legal investment for funds under Idaho Code, Section 50-1013, or comparable statute as then in effect.

**Private Person** means any natural person engaged in a trade or business or any trust, estate, partnership, association, company, or corporation.

**Project** means the undertaking or undertakings of acquiring and constructing improvements to the Wastewater System.

**Project Fund** means any fund created pursuant to Section 8 hereunder or under any Series Ordinance and any subaccount thereunder into which shall be deposited proceeds of Bonds to finance a Project and costs of issuance thereof.

**Qualified Consultant** means an independent engineer, an independent auditor, an independent financial advisor, or similar independent professional consultant of recognized standing and having experience and expertise in the area for which such person or firm is retained by the City for purposes of performing activities specified in this Master Ordinance or any Series Ordinance.

**Qualified Insurance** means any municipal bond insurance policy or surety bond issued by any insurance company licensed to conduct an insurance business in any state of the United States (or by a service corporation acting on behalf of one or more such insurance companies) which insurance company or companies, as of the time of issuance of such policy or surety bond, are rated in one of the two highest rating categories by each Rating Agency rating such Series of Bonds.

**Qualified Letter of Credit** means any letter of credit issued by a financial institution for the account of the City, which institution maintains an office, agency, or branch in the United States and as of the time of issuance of such letter of credit is rated in one of the two highest rating categories by each Rating Agency rating such Series of Bonds.

**Rate Covenant** means Net Revenues in each Fiscal Year at least equal to 125% of the Annual Debt Service.

**Rating Agency** means Moody's, S&P or Fitch.

**Rebate Fund** means the fund so designated by the Council into which all excess earnings on funds and accounts held by the City hereunder to the extent required by any Tax Certificate of the City shall be deposited.

**Record Date**, unless otherwise provided in a Series Ordinance, mean (a) in the case of each interest payment date, the close of business on the fifteenth day preceding the interest payment date; and, if not a business day of the Bond Registrar, the next preceding day that is a Business Day of the Bond Registrar, and (b) in the case of redemption, if applicable, such record date as shall be specified by the Bond Registrar in the notice of redemption, provided that such record date shall be not less than fifteen (15) calendar days before the mailing of such notice of redemption.

**Refunding Bonds** means Bonds issued hereunder to refund prior revenue bonds of the City on parity with the Parity Bonds used to finance and/or refinance improvements to the Wastewater System.

**Registered Owner or Registered Owners** mean the person or persons whose names and addresses shall appear on the Bond Register maintained by the Bond Registrar in accordance with the terms of this Master Ordinance and a Series Ordinance, as the owner or owners of a specific Bond or Bonds. For so long as any Bonds are held in book-entry form, DTC shall be deemed to be the sole Registered Owner.

**Reserve Account** means the Debt Service Reserve Account in the Bond Fund, including any and all subaccounts thereunder created upon issuance of Bonds under and as required by Series Ordinance.

**Reserve Account Requirement** means the required amount, if any, to be deposited by the City into a Reserve Account upon issuance of Bonds pursuant to the respective Series Ordinance.

**Revenue Fund** means the fund designated the “City of Ketchum Wastewater Revenue Fund,” into which all the Net Revenues of the Wastewater System is pledged to be deposited.

**Revenue of the Wastewater System or Revenue(s)** means all earnings, revenue and moneys received by the City from or on account of the operation of the Wastewater System under generally accepted accounting principles, including income from investments of money in the Bond Fund or from any other investment thereof, except the income from investments irrevocably pledged to the payment of any other revenue obligations of the City pursuant to a plan of retirement or refunding. Revenues shall be increased by any withdrawals from the Stabilization Account as provided in Section 6(c)(2) of this Master Ordinance and shall be reduced by any deposits to the Stabilization Account as provided in Section 6(c)(1) of this Master Ordinance. However, the term “Revenue of the Wastewater System” or “Revenue” shall not include:

- (1) The interest income or other earnings derived from the investment of any escrow fund established for the defeasance or refunding of outstanding indebtedness of the City;
- (2) Any gifts, grants, donations or other amounts received by the City from any State or Federal Agency or other person (i) if such amounts are restricted by law or the grantor to uses inconsistent with the payment of Bonds or (ii) if such amounts are reimbursements of Operation and Maintenance Expenses;
- (3) The proceeds of any borrowing;
- (4) The proceeds of any liability or other insurance (excluding business interruption insurance or other insurance of like nature insuring against the loss of revenues);
- (5) The proceeds of any casualty insurance which the City intends to utilize for repair or replacement of the Wastewater System;
- (6) The proceeds derived from the sales of assets subject to the covenants in Section 12(i) of this Master Ordinance;
- (7) Any income, fees, charges, receipts, profits or other amounts derived by the City from its ownership or operation of any Separate Utility System;
- (8) Installment payments of City line and branch charges, connection fees, or local improvement district assessments that have been pledged as security for a borrowing other than a Bond; or

(9) Any federal interest subsidies the City receives for Interest Subsidy Bonds.

**Rule 15c2-12** means Rule 15c2-12, as amended, promulgated by the SEC under the Securities and Exchange Act of 1934, as the same may be amended from time to time.

**S&P** means S&P Global Ratings, a business unit of Standard & Poor's Financial Services, LLC, its successors, and assigns, and, if such organization shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, S&P shall be deemed to refer to any other nationally recognized securities rating agency (other than Moody's and Fitch) designated by the City.

**SEC** means the Securities and Exchange Commission.

**Separate Utility System** means any water supply, sewage collection or treatment, stormwater or other utility service or facilities that may be created, acquired, or constructed by the City as provided in Section 11.

**Series** refers to all Bonds authorized by a single Series Ordinance and delivered in exchange for payment on the same date, regardless of variations in maturity, interest rate or other provisions, unless the closing documents for the Series provide otherwise.

**Series Ordinance** means any ordinance adopted by the City supplementing this Master Ordinance to authorize the issuance of Bonds under this Master Ordinance.

**Stabilization Account** means the Stabilization Account established in the Revenue Fund pursuant to Section 6(c).

**Subordinate Obligations** means obligations having a lien on the Net Revenues which is subordinate to the lien of the Bonds. On the date of this Master Ordinance, the City has no borrowings outstanding with a subordinate lien on the Net Revenues.

**Wastewater System** means the wastewater or sewer system of the City, including the assets, real and personal, tangible and intangible, and as it may later be added to, extended and improved, and shall include buildings, structures, utilities or other income producing property from the operation of or in connection with which revenues for the payment of the Bonds will be derived, and the lands appertaining thereto, including, without limitation, any Project(s) to be acquired with the proceeds of Bonds issued hereunder.

**Tax Certificate** means any agreement or certificate of the City which the City may execute in order to establish and assure the tax-exempt status of interest received on Bonds.

**Tax-Exempt Bonds** means any Bonds, the interest on which, in the opinion of Bond Counsel delivered at the time of issuance thereof pursuant to a Series Ordinance, is excludable from gross income of the owners of such Bonds for federal income tax purposes.

**Tax Maximum** means, for any Series of Bonds for purposes of Section 15(c) of this Master Ordinance, the least of: the greatest amount of principal, interest and premium, if any, required to be paid in any Fiscal Year on such Series; 125% of average amount of principal, interest and

premium, if any, required to be paid on such Series during all Fiscal Years in which such Series will be Outstanding, calculated as of the date of issuance of such Series; or, ten percent of the proceeds of such Series, as “proceeds” is defined for purposes of Section 148(d) of the Code.

**Rules of Interpretation.** In this Master Ordinance, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Master Ordinance, refer to this Master Ordinance as a whole and not to any particular article, section, or subdivision;

(b) Words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of any sections of this Master Ordinance, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Master Ordinance, nor shall they affect its meaning, construction or effect; and

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

**Section 2. Authorization of Bonds; Delegation Authority.** In accordance with and subject to the terms, condition and limitations of the Act or other statutes authorizing Bonds to be issued hereunder, the City is authorized to issue Bonds pursuant to the terms and provisions hereof as supplemented by the terms and provisions of Series Ordinance(s) to provide for the specific terms and provisions thereof, including, but not limited to, the designation of each series of Bonds, which designation may include the words “wastewater” or “sewer,” the dated date of original issuance and delivery thereof, the registration provisions thereof, the denominations, maturity, payment and redemption provisions thereof, and requirements, if any, for a Reserve Account to pay debt service on the Bonds. In addition, pursuant to Idaho Code, Section 57-235, or comparable statute as then in effect, in the Series Ordinance authorizing the issuance of Bonds, the City may delegate authority to the Mayor or the City Administrator to approve the final terms and provisions of the Bonds upon the sale thereof, without any requirement that the members of the Council meet to approve such determinations.

Bonds shall be special obligations only of the Bond Fund and shall be payable and secured as provided herein. The Bonds do not constitute an indebtedness or general obligation of the City within the meaning of the constitutional provisions and limitations of the State of Idaho.

**Section 3. Registration.** Upon issuance of Bonds hereunder, if required by a Series Ordinance, the City will appoint a registrar, authenticating agent, paying agent and transfer agent (collectively, the “Bond Registrar”) for such Series of Bonds and the City will provide for the registration of such Series of Bonds pursuant to the Series Ordinance.



**Section 4. Redemption and Purchase.** The respective redemption and purchase provisions for a Series of Bonds shall be set forth in the Series Ordinance for such Series of Bonds.

**Section 5. Establishment of Accounts and Funds.** The following accounts and funds on the accounting records of the City are hereby ratified, if previously created, or created with respect to the Bonds issued hereunder:

- (a) Bond Fund, held by the City, consisting of the Debt Service Account and any and all Reserve Accounts established by a Series Ordinance;
- (b) Revenue Fund, held by the City and therein a Stabilization Account;
- (c) Project Fund and subaccounts therein established by a Series Ordinance; and
- (d) Rebate Fund, held by the City.

**Section 6. Revenue Fund; Priority of Application of Revenue; Stabilization Account.**

(a) *Revenue Fund.* The City shall maintain the “City of Ketchum Wastewater Revenue Fund” (the “Revenue Fund”) as a separate enterprise fund of the City. All Revenue of the Wastewater System shall be deposited in the Revenue Fund. Notwithstanding the foregoing, the City may maintain such separate funds and accounts in such names and under such additional designations as shall be required to comply with standard accounting practices.

(b) *Priority of Application of Revenue of the Wastewater System.* The Revenue Fund shall be held separate and apart from all other funds and accounts of the City, and the Revenue of the Wastewater System deposited in such Revenue Fund shall be used only for the following purposes and in the following order of priority:

First, to pay the Operation and Maintenance Expenses of the Wastewater System;

Second, to pay the interest on any Bonds;

Third, to pay the principal of any Bonds;

Fourth, to make all payments required to be made into any Reserve Account created to secure payment of debt service on any series of Bonds;

Fifth, to make all payments, together with other available funds, on the day on which any rebates or penalties for Bonds are due to be paid to the United States pursuant to Section 148 of the Code;

Sixth, to make all payments required to be made into any revenue bond redemption fund or revenue warrant redemption fund and debt service fund or reserve account created to pay and secure the payment of the principal of and interest on government loans and any other revenue bonds or revenue warrants of the City having a lien upon the Net Revenues of the Wastewater

System junior and inferior to the lien thereon for the payment of the principal of and interest on the Bonds; and

Seventh, to retire by redemption or purchase any outstanding Bonds or subordinate revenue warrants or subordinate bonds of the City payable out of the Net Revenues of the Wastewater System, to make necessary additions, betterments, improvements, and repairs to or extensions and replacements of the Wastewater System, or for any other lawful City purposes.

The City may transfer any money from any funds or accounts of the Wastewater System legally available therefor, except bond redemption funds, refunding escrow funds or defeasance funds, to meet the required payments to be made into the Bond Fund.

(c) *Stabilization Account.* The City shall create a Stabilization Account in the Revenue Fund and will maintain that account as long as Bonds are Outstanding. Net Revenues may be transferred to the Stabilization Account at the option of the City on any date. Money in the Stabilization Account may be withdrawn at any time and used for any purpose for which the Revenues may be used.

(1) Deposits to the Stabilization Account decrease Revenues in the Fiscal Year for which the deposit is made.

(2) Withdrawals from the Stabilization Account increase Revenues in the Fiscal Year for which the withdrawal is made.

(3) The City may adjust deposits to and withdrawals from the Stabilization Account for a Fiscal Year up until 180 days after the end of that Fiscal Year.

(4) Earnings on the Stabilization Account shall be credited to the Revenue Fund.

**Section 7. Bond Fund.** There is hereby created a fund known as the “City of Ketchum Wastewater Revenue Bond Fund” (the “Bond Fund”) solely for the purpose of paying the principal of, premium, if any, and interest on the Bonds. The Bond Fund shall consist of the following accounts: (1) Debt Service Account and (2) Debt Service Reserve Account, including any and all subaccounts thereunder.

Said accounts are more particularly described as follows:

(a) *Debt Service Account.* As long as any Bonds remain Outstanding, the City hereby irrevocably obligates and binds itself to set aside and pay from the Revenue Fund into the Debt Service Account those amounts necessary, together with such other funds as are on hand and available in the Debt Service Account, to pay the interest or principal and interest next coming due on the Bonds.

(b) *Reserve Account.* The City shall maintain a Debt Service Reserve Account, including any and all subaccounts established thereunder if required pursuant to a Series Ordinance (the “Reserve Account”) for the purpose of securing the payment of the principal of and interest on a Series of Bonds subject to a Reserve Account Requirement, as provided in the Series

Ordinance for such Bonds. The City will covenant and agree in the Series Ordinance(s) for Bonds, as applicable, to maintain at all times an amount in the Reserve Account, if applicable, equal to the Reserve Account Requirement, except for withdrawals authorized therefrom, for so long as such Bonds remain outstanding.

Alternatively, a Reserve Account Requirement for any issue of Bonds may be maintained, in whole or in part, by a Qualified Letter of Credit or Qualified Insurance, as provided in the respective Series Ordinance. The amount payable from the Qualified Insurance or the Qualified Letter of Credit shall be credited against the amounts otherwise required to be accumulated and maintained in a Reserve Account. In computing the amount on hand in the Reserve Account, Qualified Insurance and/or a Qualified Letter of Credit shall be valued at the face amount thereof, and all other obligations purchased as an investment of moneys therein shall be valued at cost.

The Series Ordinance for each series of Bonds will set out the terms and provisions for withdrawals from the Reserve Account, if required, in the event of insufficient amounts in the Debt Service Account to pay the principal of, premium if any, interest on, and mandatory sinking fund installments, as applicable, on any Bonds secured by such Reserve Account then Outstanding, and the provisions for any surplus in the Reserve Account, if applicable.

In the event there shall be a deficiency in the Debt Service Account to meet maturing installments of either principal, interest, or sinking fund installments on the Bonds payable out of such account, such deficiency shall be made up from the Reserve Account(s), as applicable, by the withdrawal of moneys therefrom. Any deficiency created in a Reserve Account by reason of any such withdrawal shall then be made up out of Revenue of the Wastewater System (after making necessary provision for the payments required to be made by subparagraphs First through Third of Section 6(b)) by paying into the applicable Reserve Account one-twelfth (1/12) of the deficiency on or before the 1st day of each of the next twelve (12) succeeding months so that there will have been paid into the applicable Reserve Account an amount which, with money already on deposit therein, will equal the Reserve Account Requirement, as applicable.

The value of money and obligations credited to any and all Reserve Accounts, as applicable, shall be determined by the City annually as of September 30. If the valuation shall be less than the amount required to be maintained therein, the deficiency (due to said valuation and not to a withdrawal) shall be made up from the Revenue Fund by paying into the applicable Reserve Account one-sixth (1/6) of the deficiency on or before the 1st day of each of the next six (6) succeeding months.

(c) *Sufficiency of Revenues.* The Council hereby states and certifies that in setting aside and providing for said payments into the various accounts within the Bond Fund of the amounts necessary for the payment of the principal, interest, and sinking fund installments on said Bonds, as applicable, the Council has taken into consideration and has due regard for Operation and Maintenance Expenses, and the Council will set aside into said accounts within the Bond Fund moneys sufficient and necessary to retire said Bonds (including principal, interest, and sinking fund installments), after paying all Operation and Maintenance Expenses.

(d) *Pledge of Net Revenue; Priority of Lien of Payments into Accounts within the Bond Fund.* The Net Revenues are hereby pledged to the payment of Bonds and declared to be a prior

lien and first charge thereon superior to all other charges of any kind or nature whatsoever pursuant to Idaho Code, Section 50-1039. The federal interest subsidies the City receives for Interest Subsidy Bonds are also hereby pledged to the payment of the Bonds and declared to be a prior lien and first charge thereon superior to all other charges of any kind or nature whatsoever pursuant to Idaho Code, Section 50-1039.

(e) *Application and Investment of Moneys in Accounts within the Bond Fund.* Moneys in the various accounts within the Bond Fund may be invested in Permitted Investments. Investments of funds in the accounts within the Bond Fund shall mature prior to the date on which such moneys shall be needed for required interest, principal, or sinking fund installments. Investments of funds in the Reserve Account shall be available to pay any deficiencies that may occur in any of the accounts within the Bond Fund. All interest earned and income derived by virtue of such investments shall remain in the Bond Fund and be used to meet the required deposits into any account therein. Subject to the other provisions of this subparagraph, moneys in the Debt Service Account and the Reserve Account, as applicable, may be combined for the purpose of purchasing investments, but the records of the City shall show to which account the respective portions of any such combined investment are credited.

**Section 8. Project Fund.** The City hereby creates a fund known as the “City of Ketchum Wastewater Revenue Project Fund” (the “Project Fund”) into which shall be deposited all of the proceeds of the sale of Bonds to be used for the payment of the Cost of Acquisition and Construction of a Project, including costs of issuance of Bonds. Any interest earnings on moneys invested from the Project Fund shall be deposited into said Project Fund. The City’s share of any liquidated damages or other moneys paid by defaulting contractors or their sureties will be deposited into said Project Fund to assure the completion of the Project.

When the construction of the Project has been completed and all costs related thereto have been paid in full, any balance remaining in the Project Fund will be deposited into the Bond Fund.

**Section 9. Rebate Fund; Rebate Requirement.** There is hereby established a Rebate Fund into which shall be deposited, from time to time, all excess earnings on funds and accounts held by the City hereunder to the extent required by any Tax Certificate of the City and said amounts shall be held in trust for the payment of arbitrage rebate in accordance with Section 148 of the Code and the Tax Certificate. All earnings on the Rebate Fund shall remain within said fund and shall be used for no other purpose unless the City provides the Bond Registrar with an opinion of nationally recognized bond counsel that another use will not cause interest on the respective Bonds to cease to qualify for exclusion from federal income taxation under the Code.

The Bond Registrar may rely conclusively upon and shall be fully protected from all liability in relying upon the Issuer’s determinations, calculations, certifications, and written directions required by this Section and the Bond Registrar shall have no responsibility to monitor and independently make any calculations or determination or to review the Issuer’s determinations, calculations, certifications, and written directions required by this Section.

**Section 10. Authorization for Projects.** The Council hereby authorizes and directs that upon determination that it is necessary to preserve the public health, safety and welfare that certain components of the City’s existing Wastewater System be repaired, replaced and/or

improved, that Project(s) may be financed by the issuance of the Bonds and/or Subordinate Obligations upon adoption of Series Ordinance(s) pursuant to and upon compliance with Section 14 hereunder.

Each such Series Ordinance authorizing the Bonds and/or Subordinate Obligations to finance a Project shall include:

- (1) the description of the Project to be acquired, constructed and installed;
- (2) that the City, its staff and agents shall undertake the Project in accordance with maps, plans and specifications prepared by the City's Engineer or consulting engineer engaged by the City, which shall be on file in the City Clerk's office, and which may be revised prior to or in the course of actual construction, provided such changes are found necessary and desirable by the Council and that such changes do not substantially affect or alter the plans or costs of the Project; and
- (3) the total estimated Cost of Acquisition and Construction of the Project to be financed by the Bonds and/or Subordinate Obligations.

**Section 11. Separate Utility Systems.** The City may declare property which the City owns and is part of the Wastewater System (but has a value of less than ten percent (10%) of the Wastewater System at the time of the declaration), and property which the City has not yet acquired but would otherwise become part of the Wastewater System, to be part of a Separate Utility System.

The City may pay costs of acquiring, operating, and maintaining a Separate Utility System from Net Revenues, but only if there is no deficit in the Debt Service Account or a Reserve Account within the Bond Fund. The City may issue obligations which are secured by the revenues produced by the Separate Utility System and may pledge the Separate Utility System revenues to pay those obligations. In addition, the City may issue Subordinate Obligations to pay for costs of a Separate Utility System and may pledge the revenues of the Separate Utility System to pay the Subordinate Obligations. Further, the City may pledge the revenues produced by a Separate Utility System to pay the Bonds issued under this Master Ordinance by filing a written certificate of the Mayor and the City Administrator declaring such pledge with the City and the Owner of the Bonds.

Neither the Revenue nor Net Revenue may be pledged to the payment of any obligations of a Separate Utility System except that the Net Revenue may be pledged on a basis subordinate to the lien on such revenue to the lien of the Bonds.

**Section 12. Specific Covenants.** For the protection and security of the Bonds, the City hereby covenants and agrees to and with the Registered Owners of Parity Bonds that the City will perform the following covenants:

- (a) *Rate Covenant.* The City has established, may from time-to-time revise, and shall maintain and shall collect from the users of the Wastewater System, rates and charges for furnishing the services and the facilities of the Wastewater System to such users thereof. The City shall establish, maintain, and collect such rates and charges for service of its Wastewater System for so long as any Bonds are Outstanding and shall maintain the Rate Covenant.

(b) *Acquire Projects.* The City shall commence the acquisition, construction and completion of any Project financed by proceeds of Bonds and continue the same with all practical dispatch and in a sound and economical manner.

(c) *Operate Wastewater System.* The City shall operate the Wastewater System in an efficient and economical manner and prescribe, revise, and collect such charges in connection therewith so that the services, facilities, and properties of the Wastewater System may be furnished at the lowest possible cost consistent with sound economy and prudent management.

(d) *Good Repair.* The City shall operate, maintain, preserve, and keep the Wastewater System and every part hereof in good repair, working order, and condition.

(e) *Preserve Security.* The City shall preserve and protect the security of the Bonds and the rights of the Registered Owners thereof.

(f) *Collect Revenues.* The City shall collect and hold in trust the Revenue of the Wastewater System and other funds pledged to the payment of the Bonds and apply such Revenue of the Wastewater System or other funds only as provided in this Master Ordinance and all Series Ordinances.

(g) *Service Bonds.* The City shall pay and cause to be paid punctually the principal of and interest on the Bonds on the date or dates, at the place or places, and in the manner that such sums are due in accordance with this Master Ordinance and all Series Ordinances.

(h) *Pay Claims.* The City shall pay and discharge any and all lawful claims for labor, materials, and supplies which, if unpaid, might by law become a lien or charge upon the Revenue of the Wastewater System, or any part of said Revenue of the Wastewater System, or any funds in the hands of the City Treasurer or City Administrator, prior or superior to the lien of the Bonds or which might impair the security of the Bonds to the end that the priority and security of the Bonds shall be fully preserved and protected.

(i) *Encumbrances, Sales, or Transfers of Wastewater System.* The City shall not encumber, sell, lease, or dispose of the Wastewater System or any part thereof, nor enter into any lease or agreement which would impair or impede the operation of the Wastewater System or any part thereof necessary to secure adequate Revenue for the payment of the principal of and interest on Bonds and for the City to meet the Rate Covenant, nor which would otherwise impair or impede the rights of the Registered Owners of Bonds with respect to such Revenue or the operation of the Wastewater System, except:

(1) The City may dispose of all or substantially all the Wastewater System, if the City pays all Outstanding Bonds or defeases all Outstanding Bonds pursuant to Section 19; or

(2) The City in its discretion may carry out a sale, transfer, or disposition (each, as used in this clause, a “transfer”) if the facilities or property transferred are not material to the operation of the Wastewater System, or shall have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the Wastewater System or are no longer necessary, material or useful to the operation of the Wastewater System; or

(3) The City in its discretion may carry out such a transfer if the aggregate depreciated cost value of the facilities or property being transferred in any one Fiscal Year comprises no more than ten percent (10%) of the total assets of the Wastewater System, so long as there has been filed with the City a certificate of the City Treasurer or City Administrator, or a Qualified Consultant stating that such disposition will not impair the ability of the City to comply with the Rate Covenant; or

(4) The City in its discretion may carry out such a transfer if the City receives from the transferee an amount equal to the greater of the following:

(A) An amount which will be in the same proportion to the net amount of Outstanding Bonds (less the amount of cash and investments in the Bond Fund and accounts therein) that the Revenue of the Wastewater System from the portion of the Wastewater System sold or disposed of for the preceding year bear to the total Revenue for that period; or

(B) An amount which will in the same proportion to the net amount of Outstanding Bonds (less the amount of cash and investments in the Bond Fund and accounts therein) that the Net Revenue from the portion of the Wastewater System sold or disposed of for the preceding year bears to the total Net Revenue for such period; or

(C) An amount equal to the fair market value of the portion of the Wastewater System transferred. As used herein, "fair market value" means the most probable price that a property should bring in competitive and open market under all condition's requisite to a fair sale, the willing buyer and willing seller each acting prudently and knowledgably and assuming that the price is not affected by coercion or undue stimulus.

The proceeds of any transfer under this subparagraph (i) shall be used, first, to promptly redeem (or shall be irrevocably set aside for the redemption of) Outstanding Bonds, and, if any proceeds remain, second, to provide for part of the cost of additions to and betterments and extension of the Wastewater System.

(j) *Insurance.* The City shall self-insure or procure and keep in force insurance upon all buildings and structures of the Wastewater System and the machinery and equipment therein, which are usually insured by entities operating like property, in good and responsible insurance companies. The amount of the insurance shall be such as may be required to adequately protect the City and the Registered Owners of any Bonds from loss due to any casualty, and in the event of any such loss, the proceeds shall be used to repair or restore the Wastewater System or for the payment of Bonds.

(k) *Fidelity Bonds.* The City shall procure suitable fidelity bonds covering all its officers and other employees charged with the operation of the Wastewater System and the collection and disbursement of Revenue of the Wastewater System.

(l) *Engineers.* The City shall employ consulting engineers of acknowledged reputation, skill, and experience in the improvement and operation of the Wastewater System for

any unusual or extraordinary items of maintenance, repair, extensions, or betterments as shall be required from time to time. All reports, estimates, and recommendations of such consulting engineers shall be filed with the Clerk and furnished to the Registered Owners of any Bonds upon request.

(m) *Accounts.* The City shall keep proper and separate accounts and records in which complete and separate entries shall be made of all transactions relating to the Wastewater System, and it will furnish complete operating and income statements upon request.

(n) *Delinquencies.* The City shall not enter into any new agreements or arrangements or make any new offers to provide Wastewater System products or services at a discount from published rate schedules or provide free Wastewater System products or services except: (i) for City-owned facilities, (ii) in case of emergencies, (iii) where the City exchanges services with other water systems, or (iv) where in the reasonable judgment of the City such action does not materially reduce the Revenues received by the City.

### **Section 13. Tax Covenants.**

(a) *General.* The City covenants with the Owners of Tax-Exempt Bonds that, notwithstanding any other provision of this Master Ordinance or any other instrument, it will take no action which would adversely affect the tax-exempt status of Tax-Exempt Bonds issued hereunder under Sections 103 or 148 of the Code pertaining to the exclusion of interest on the Tax-Exempt Bonds from gross income for federal income tax purposes. The foregoing covenant shall extend throughout the term of the Tax-Exempt Bonds. The City will execute a Tax Certificate dated the date of issuance and closing of Tax-Exempt Bonds hereunder with respect to such federal tax matters.

(b) *Arbitrage Covenant: Covenant to Maintain Tax Exemption.*

(1) The Mayor and/or City Administrator and other appropriate officials of the City each are hereby authorized and directed to execute from time to time such Tax Certificates as shall be necessary to establish that the Tax-Exempt Bonds are not “arbitrage bonds” within the meaning of Section 148 of the Code and the regulations promulgated or proposed thereunder, as the same presently exist or may from time to time hereafter be amended, supplemented or revised, and to establish that interest on the Tax-Exempt Bonds is not and will not become includable in gross income under the Code and applicable regulations. The City covenants and certifies to and for the benefit of the Bondholders that no use will be made of the proceeds of the issue and sale of the Tax-Exempt Bonds, or any funds or accounts of the City which may be deemed to be proceeds of the Tax-Exempt Bonds, pursuant to Section 148 of the Code and applicable regulations (proposed or promulgated,) which use, if it had been reasonably expected on the date of issuance of the Tax-Exempt Bonds, would have caused the Tax-Exempt Bonds to be classified as “arbitrage bonds” within the meaning of Section 148 of the Code. Pursuant to this covenant, the City obligates itself to comply throughout the term of the Tax-Exempt Bonds with the requirements of Section 148 of the Code and the regulations proposed or promulgated thereunder.



(2) The City further covenants and agrees to and for the benefit of the Bondholders that the City (i) will not take any action that would cause interest on the Tax-Exempt Bonds to be or to become ineligible for the exclusion from gross income of the Bondholders as provided in Section 103 of the Code, (ii) will not omit to take or cause to be taken, in timely manner, any action which would cause interest on the Tax-Exempt Bonds to be or to become ineligible for the exclusion from gross income of the Bondholders as provided in Section 103 of the Code, and (iii) without limiting the generality of the foregoing, (a) will not take any action which would cause the Tax-Exempt Bonds to be a “private activity bond” within the meaning of Section 141 of the Code or to fail to meet any applicable requirement of Section 149 of the Code and (b) will not omit to take or cause to be taken, in timely manner, an action which would cause the Tax-Exempt Bonds to be a “private activity bond” or to fail to meet any applicable requirement of Section 149 of the Code. The Mayor and/or the City Administrator, or such other appropriate officials of the City each are hereby authorized and directed to execute from time to time such Tax Certificate as shall be necessary to establish that the Tax-Exempt Bonds are not and will not become “private activity bonds,” that all applicable requirements of Section 149 of the Code are and will be met, and that the covenant of the City contained in this Section 13(b)(2) will be complied with.

(3) The City covenants and certifies to and for the benefit of the Bondholders that: (i) the City will at all times comply with the provisions of any Tax Certificate; (ii) the City will at all times comply with the rebate requirements contained in Section 148(f) of the Code, to the extent applicable; and (iii) no bonds or other evidences of indebtedness of the City have been or will be issued, sold or delivered within a period beginning 15 days prior to the sale of a series of Tax-Exempt Bonds and ending 15 days following the date of delivery of and payment for a series of Tax-Exempt Bonds.

The City hereby covenants to adopt, make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) any resolution or Tax Certificate necessary to comply with any changes in law or regulations in order to preserve the exclusion of interest on the Tax-Exempt Bonds from gross income of the Bondholders thereof for purposes of the federal income tax to the extent that it may lawfully do so. The City further covenants to (a) impose such limitations on the investment or use of moneys or investment related to the Tax-Exempt Bonds, (b) make such payments to the United States Treasury, (c) maintain such records, (d) perform such calculations and (e) perform such other acts as may be necessary to preserve the exclusion of interest on the Tax-Exempt Bonds from gross income of the Bondholders thereof for purposes of the federal income tax and which it lawfully may do.

Pursuant to these covenants, the City obligates itself to comply with the requirements of Section 103 of the Code and the regulations proposed or promulgated thereunder throughout the term of the issue of the Tax-Exempt Bonds.

(c) *Modification of Tax Covenants.* The covenants of this Section are specified solely to assure the continued exemption from regular income taxation of the interest on the Tax-Exempt Bonds. To that end, the provisions of this Section may be modified or eliminated without any requirement for formal amendment thereof upon receipt of an opinion of the City’s bond counsel

that such modification or elimination will not adversely affect the tax exemption of interest on any Tax-Exempt Bonds.

**Section 14. Issuance of Parity Bonds.** The City may issue Parity Bonds to provide funds for any purpose relating to the Wastewater System, but only if:

(a) No Event of Default under this Master Ordinance or any Series Ordinance has occurred and is continuing;

(b) At the time of the issuance of the Parity Bonds there is no deficiency in the Debt Service Account and all required deposits to all subaccounts in the Reserve Account have been made;

(c) There shall have been filed with the City either:

(1) A certificate of the City Administrator or the City Treasurer stating that Net Revenues (adjusted as provided in Section 14(d)) for the Base Period were not less than one hundred twenty five percent (125%) of Maximum Annual Debt Service on all then Outstanding Bonds, calculated as of the date the Parity Bonds are issued and with the proposed Parity Bonds treated as Outstanding; or

(2) A certificate or opinion of a Qualified Consultant:

(A) Stating the amount of the Adjusted Net Revenues for each of the five Fiscal Years after the last Fiscal Year for which interest on the Parity Bonds is, or is expected to be, capitalized, or, if interest will not be capitalized, for each of the five (5) Fiscal Years after the proposed Parity Bonds are issued; and

(B) Concluding the respective amounts of Adjusted Net Revenues in each of the first four Fiscal Years described in Section 14(c)(2)(A) are at least equal to one hundred twenty-five percent (125%) of the Annual Bond Debt Service for each of those respective Fiscal Years on all Outstanding Bonds, with the proposed Parity Bonds treated as Outstanding; and,

(C) Concluding the amount of Adjusted Net Revenues in the fifth Fiscal Year described in Section 14(c)(2)(A) is at least equal to one hundred twenty-five percent (125%) of the Maximum Annual Debt Service, calculated for the period beginning with that fifth Fiscal Year on all then Outstanding Bonds, with the proposed Parity Bonds treated as Outstanding.

(d) The City may adjust Net Revenues for purposes of Section 14(c)(1) by adding any Net Revenues the City Administrator or the City Treasurer calculates the City would have had during the Base Period because of increases in Wastewater System rates, fees and charges which have been adopted by the City and are in effect on or before the date the Parity Bonds are issued. The City shall adjust Net Revenues for the Base Period by eliminating the effect of any withdrawals from or deposits to the Stabilization Account.

(e) The Qualified Consultant shall calculate Adjusted Net Revenues for purposes of Section 14(c)(2) as provided in this Section 14(e):

(1) The City shall provide the Qualified Consultant with the following information:

(A) The Base Period, the Net Revenues for the Base Period and the amounts of any withdrawals from or deposits to the Stabilization Account for Fiscal Years that are included in the Base Period;

(B) Information regarding any Wastewater System utility properties that are being acquired with Parity Bonds and that have an earnings record;

(C) Any changes in rates and charges which have been adopted by the City since the beginning of the Base Period and the dates on which they are scheduled to take effect;

(D) Any changes in customers since the beginning of the Base Period; and,

(E) A description of any extensions or additions to the Wastewater System that were in the process of construction at the beginning of the Base Period or commenced construction after the beginning of the Base Period, the expected date of completion of those extensions or additions, the estimated operating and capital costs of those extensions or additions, and any other changes to the Revenues or Operation and Maintenance Expenses that the City reasonably expects to result from the completion and operation of those extensions or additions.

(2) Using the information provided by the City pursuant to Section 14(e)(1) and any additional information the Qualified Consultant determines is necessary, the Qualified Consultant shall adjust the Net Revenues for the Base Period to eliminate the effect of any withdrawals from or deposits to the Stabilization Account in the manner described in Section 14(d) and may adjust the Net Revenues for the Base Period:

(A) To reflect any changes that the Qualified Consultant projects will result from the acquisition of Wastewater System utility properties that are being financed with the Parity Bonds and that have an earnings record;

(B) To reflect any changes in rates and charges which have been adopted by the City and which are scheduled to take effect during the period described in Section 14(c)(2)(A), or which increase rates and charges for inflation at a level which the Qualified Consultant determines is reasonable;

(C) To reflect any changes in customers of the Wastewater System that occurred after the beginning of the Base Period and prior to the date of the Qualified Consultant's certificate; and

(D) To reflect any changes to Net Revenues not included in the preceding paragraphs that are projected to result from the completion and operation of additions and extensions to the Wastewater System that were under construction at the beginning of the Base Period or commenced construction after the beginning of the Base Period.

(f) The City may issue Refunding Bonds to refund Outstanding Bonds without complying with Section 14(a) through (e) above if the refunded Bonds are legally defeased on the date of delivery of the Refunding Bonds and if the Annual Bond Debt Service on the Refunding Bonds does not exceed the Annual Bond Debt Service on the refunded Bonds in any Fiscal Year by more than five percent (5.00%).

(g) Bonds shall be treated as “legally defeased” for purposes of Section 14(f) if they are defeased as provided in Section 19.

(h) All Parity Bonds issued in accordance with this Section 14 shall have a lien on the Net Revenues which is equal to the lien of all other Outstanding Bonds.

**Section 15. Interest Subsidy Bonds.** The amounts assumed to be paid on Interest Subsidy Bonds shall be calculated as follows:

(a) When calculating Annual Debt Service for the Rate Covenant in Section 12(a), the City shall subtract from interest to be paid on Interest Subsidy Bonds the federal interest subsidies on Interest Subsidy Bonds that the City reasonably expects, at the beginning of the Fiscal Year, to receive during that Fiscal Year.

(b) When calculating Annual Debt Service and Maximum Annual Debt Service for the tests for issuing Parity Bonds in Section 14, the City shall subtract from the scheduled payments of interest on Interest Subsidy Bonds the amount of federal interest subsidies that the City reasonably expects, at the time the Parity Bonds are issued, to receive.

(c) When calculating the amount of principal, interest and premium, if any, required to be paid in any Fiscal Year on a Series of Interest Subsidy Bonds to determine the Tax Maximum for Interest Subsidy Bonds that are secured by a subaccount in the Bond Reserve Account, the City shall subtract from the scheduled payments of interest on Interest Subsidy Bonds the federal interest subsidies that the City reasonably expects, at the time the Series of Interest Subsidy Bonds is issued, to be paid to the City for the Series of Interest Subsidy Bonds. The City shall not be required to increase the amount the City is required to hold in a subaccount in the Bond Reserve Account if federal interest subsidies are not paid when or in the amounts expected. However, if the City reduces the amount it holds in a subaccount of the Bond Reserve Account because Bonds secured by that subaccount have been paid, the City must take into account its reasonable expectations of the amount of federal interest subsidies it expects to receive at the time of reduction in determining the amount that the City must retain in a subaccount of the Bond Reserve Account.

**Section 16. Estimated Debt Service Requirements for Balloon Payments.** The Estimated Debt Service Requirement for Balloon Payments shall be calculated in accordance with this Section 16.

(a) For the Rate Covenants: For each Balloon Payment that is Outstanding on August 1 of any Fiscal Year, the City Administrator, City Treasurer, or their designee shall prepare a schedule of principal and interest payments for a hypothetical Series of Refunding Bonds that refunds that Balloon Payment in accordance with Section 16(d). The City Administrator, City Treasurer, or their designee, shall prepare that schedule as of that first day of August, and that schedule shall be used to determine compliance with the rate covenant in Section 12(a) for the following Fiscal Year.

(b) For Parity Bonds: Whenever a Balloon Payment will be Outstanding on the date a Series of Parity Bonds is issued, the City Administrator, City Treasurer, or their designee, shall prepare a schedule of principal and interest payments for a hypothetical Series of Refunding Bonds that refunds each Outstanding Balloon Payment in accordance with Section 16(d). The City Administrator, City Treasurer, or their designee shall prepare that schedule as of the date the Parity Bonds are sold, and that schedule shall be used to determine compliance with the tests for Parity Bonds in Section 14.

(c) For the Reserve Account Requirement: If a Reserve Account Requirement applies to a Series of Bonds, whenever such Series of Bonds contains a Balloon Payment, the City Administrator, City Treasurer, or their designee shall prepare a schedule of principal and interest payments for a hypothetical Series of Refunding Bonds that refunds each Balloon Payment in that Series in accordance with Section 16(d). The City Administrator, City Treasurer, or their designee shall prepare that schedule as of the date the Series is sold, and that schedule shall be used to determine the Reserve Requirement as long as that Series is Outstanding.

(d) Each hypothetical Series of Refunding Bonds shall be assumed to be paid in equal annual installments of principal and interest that are sufficient to amortize the principal amount of the Balloon Payment over the term selected by the City Administrator, City Treasurer, or their designee; however, the City Administrator, City Treasurer, or their designee shall not select a term that exceeds the lesser of: 30 years from the date the Balloon Payment is originally scheduled to be paid; or, the City's estimate of the remaining weighted average useful life (expressed in years and rounded to the next highest integer) of the assets which are financed with the Balloon Payment. The annual installments shall be assumed to be due on the anniversaries of the date the Balloon Payment is originally scheduled to be paid, with the first installment due on the first anniversary of the date the Balloon Payment is scheduled to be paid. Each installment shall be assumed to bear interest at a rate that is estimated by the City from the Bond Buyer Revenue Bond Index (or if the Bond Buyer Revenue Bond Index is not available, a reasonably comparable index selected by the City) for a revenue bond with a term determined as described above. When the City prepares a schedule described in Section 16(a), Section 16(b), or Section 16(c), the City shall use the index that is available to the City on the date the City is required to prepare that schedule.

**Section 17. Form of Bonds.** The Bonds issued hereunder shall be in substantially the form provided in each Series Ordinance for such Bonds.

**Section 18. Execution of Bonds.** The Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and the City Treasurer, with both signatures attested by the manual or facsimile signature of the Clerk.

Only such Bonds as shall bear thereon a Certificate of Authentication in the forms set forth in the respective Series Ordinances, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Master Ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated, and delivered hereunder and are entitled to the benefits of this Master Ordinance.

In case either of the officers who shall have executed the Bonds shall cease to be an officer or officers of the City before the Bonds so signed shall have been authenticated or delivered by the Bond Registrar pursuant to the Series Ordinance, or issued by the City, such Bonds shall be valid nevertheless and may be issued by the City with the same effect as though the persons who had executed such Bonds had not ceased to be such officers.

**Section 19. Defeasance.** In the event that money and/or “Governmental Obligations” (as now or hereinafter defined in Idaho Code, Section 57-504 or comparable statute then in effect) maturing at such time or times and bearing interest to be earned thereon in amounts sufficient to redeem and retire any Bonds payable out of the Bond Fund in accordance with their terms are irrevocably deposited with an escrow agent to effect such redemption and retirement, then no further payments need be made into the Bond Fund for the payment of the principal of and interest on such Bonds and the owner of such Bonds shall cease to be entitled to any lien, benefit or security of this Master Ordinance except the right to receive the funds so set aside and pledged, and such Bonds shall be deemed not to be Outstanding hereunder. Prior to such Bonds being deemed defeased, the City shall file with the escrow agent (i) a certificate from an independent, certified public accountant to the effect that the money and the principal and interest to be received from the Government Obligations are calculated to be sufficient, without further reinvestment, to pay the defeased Bonds when due; and (ii) an opinion of nationally recognized bond counsel that the proposed defeasance will not cause interest on any defeased Tax-Exempt Bonds to be includable in gross income under the Code.

The City will cause the Bond Registrar appointed for the Bonds being defeased to provide notice of defeasance of Bonds to Registered Owners of Bonds being defeased and to each party entitled to receive notice under this Master Ordinance.

**Section 20. Lost or Destroyed Bonds.** In case any Bonds shall be lost, stolen or destroyed, the Bond Registrar for such lost, stolen or destroyed Bonds may authenticate and deliver a new Bond or Bonds of like amount, date and tenor to the owner thereof upon the owner's paying the expenses and charges of such Bond Registrar and the City in connection therewith and upon his filing with such Bond Registrar and the City evidence satisfactory to both that such Bond or Bonds were actually lost, stolen or destroyed and of their ownership thereof, and upon furnishing such Bond Registrar and the City with indemnity to their satisfaction.

**Section 21. Events of Default.** Each of the following events is hereby declared to be an "Event of Default" under this Master Ordinance:

(a) *Non-payment of Principal, Premium or Reserve Deposit.* Payment of the principal of the Bonds, or any required Reserve Account deposit, is not made when the same becomes due and payable;

(b) *Non-payment of Interest.* Payment of any installment of interest on the Bonds is not made when the same becomes due and payable.

(c) *Incapable to Perform.* The City for any reason is, or is rendered to be, incapable of fulfilling its obligations hereunder.

(d) *Non-Performance of Duties.* The City shall have failed to carry out and to perform all acts and things lawfully required to be carried out or to be performed by it under any contract relating to the Revenues, to the Wastewater System, or to all or any combination thereof, or otherwise, including, without limitation, this Master Ordinance, and such failure shall continue for sixty (60) days after receipt of notice from the Registered Owners of at least a majority in principal amount of the Bonds, then Outstanding.

(e) *Failure to Reconstruct.* The City discontinues or unreasonably delays or fails to carry out with reasonable dispatch the reconstruction of any revenue-producing part of the Wastewater System which is destroyed or damaged and is not promptly repaired or replaced (whether such failure to repair is due to impracticability of such repair or replacement, is due to a lack of monies therefor, or for other reasons).

(f) *Appointment of Receiver.* An order or decree is entered by a court of competent jurisdiction, with the consent or acquiescence of the City appointing a receiver or receivers for the Wastewater System or for the Revenues and any other monies subject to the lien to secure the payment of the Bonds, or both such Wastewater System and such monies, or if any order or decree having been entered without the consent or acquiescence of the City, is not vacated or discharged or stayed on appeal within sixty (60) days after entry.

(g) *Default of any Provisions.* The City makes any default in the due and punctual performance of any other of the representations, covenants, conditions, agreements and other provisions contained in the Bonds authorized or referred to in this Master Ordinance on its part to be performed, and if such default continues for sixty (60) days after written notice, specifying such default and requiring the same to be remedied, is given to the City by the Registered Owners of at least a majority in principal amount of the Bonds then Outstanding.

(h) *Remedies.* If an Event of Default occurs, any Registered Owner may exercise any remedy available at law or in equity including mandamus, where applicable. However, the Bonds shall not be subject to acceleration.

**Section 22. Application of Funds and Moneys in Event of Default.** The City covenants that if an Event of Default shall happen and shall not have been remedied, the City, upon written demand of the Registered Owners of at least a majority of the principal amount of the Bonds then Outstanding, shall pay over or cause to be paid over to a commercial bank or other financial institution with a reported capital and surplus in excess of \$50 million appointed by such Registered Owners as trustee for the benefit of the Registered Owners (the "Trustee"), (i) forthwith, all moneys, securities and funds then held by the City in any fund under this Master Ordinance, and (ii) all Net Revenues as promptly as practicable after receipt thereof.

During the continuance of an Event of Default, the Trustee shall apply all moneys, securities, funds and Net Revenues received by the Trustee pursuant to any right given or action taken under the provisions of this Master Ordinance and any Series Ordinance as follows and in the following order:

(a) *Compensation and Expenses of Trustee.* To the payment of the reasonable and proper compensation, charges, expenses and liabilities of the Trustee;

(b) *Operating Costs.* To the payment of the amounts required for reasonable and necessary Operation and Maintenance Expenses as necessary, in the judgment of the Trustee, to prevent deterioration of the Wastewater System or loss of Net Revenues therefrom. For this purpose, the books or records and accounts of the City relating to the Wastewater System shall at all times be subject to the inspection of the Trustee and its representatives and agents during the continuance of such Event of Default;

(c) *Principal or Redemption Price and Interest.* To the payment of the interest and principal or redemption price then due on Bonds as follows:

(1) *First:* To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, together with accrued and unpaid interest of the Bonds therefor called for redemption, and if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

(2) *Second:* To the payment of the persons entitled thereto of the unpaid principal or redemption price of the Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or redemption due on such date, to the persons entitled thereto, without any discrimination or preference.

(3) If and whenever all overdue installments of interest on the Bonds, together with the reasonable and proper charges, expenses and liabilities of the Trustee, and all other sums payable by the City under this Master Ordinance, including the principal and redemption price of and accrued unpaid interest on the Bonds then payable by declaration or otherwise, shall either be paid by the Trustee for the account of the City, or provision satisfactory to the Trustee shall be made for such payment, and all Events of Default under the Ordinance shall be made good or secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, the City shall be restored to its former positions and rights under this Master Ordinance. No such restoration of the City in its former positions and rights shall extend to or affect any subsequent Events of Default under this Master Ordinance or impair any right consequent thereon.

### **Section 23. Amendments.**

(a) The City from time to time and at any time may pass an ordinance or ordinances supplemental hereto, which ordinance or ordinances thereafter shall become a part of this Master



Ordinance, for any one or more or all of the following purposes:

(1) To add to the covenants and agreements of the City in this Master Ordinance, other covenants and agreements thereafter to be observed, which shall not adversely affect the interests of the Registered Owners of the Outstanding Parity Bonds issued hereunder, or to surrender any right or power herein reserved.

(2) To make such provisions for the purpose of curing any ambiguities or of curing, correcting, or supplementing any defective provision contained in this Master Ordinance, or any Series Ordinance authorizing Bonds in regard to matters or questions arising under such ordinances as the Council may deem necessary or desirable and not inconsistent with such ordinances and which shall not adversely affect, in any material respect, the interest of the Registered Owners of the Outstanding Bonds.

Any such Series Ordinance may be adopted without the consent of the owners of any Bonds at any time outstanding, notwithstanding any of the provisions of subsection (b) of this Section.

(b) With the consent of the owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds at the time Outstanding, the Council may pass an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Master Ordinance or of any Series Ordinance; provided, however, that no such Series Ordinance shall:

(1) Extend the fixed maturity of any Bonds, or reduce the rate of interest thereon, or extend the time of payment of interest from their due date, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the Registered Owner of each Bond so affected; or

(2) Reduce the aforesaid percentage of Bond owners required to approve any such Series Ordinance, without the consent of the owners of all the Bonds then Outstanding.

It shall not be necessary for the consent of Bond owners under this subsection (b) to approve the particular form of any proposed Series Ordinance, but it shall be sufficient if such consent shall approve the substance thereof.

(c) Upon the adoption of any Series Ordinance pursuant to the provisions of this Section, this Master Ordinance shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations of the City under this Master Ordinance and all owners of Bonds Outstanding hereunder shall thereafter be determined, exercised and enforced thereunder, subject in all respects to such modifications and amendments, and all terms and conditions of any such Series Ordinance shall be deemed to be part of the terms and conditions of this Master Ordinance for any and all purposes.

(d) Bonds executed and delivered after the execution of any Series Ordinance passed pursuant to the provisions of this Section may have a notation as to any matter provided for in such Series Ordinance, and if such Series Ordinance shall so provide, new Bonds so modified as to conform, in the opinion of the Council, to any modification of this Master Ordinance contained in

any such Series Ordinance, may be prepared and delivered without cost to the owners of any affected Bonds then Outstanding, upon surrender for cancellation of such Bonds in equal aggregate principal amounts.

(e) *Exclusion of Bonds Owned by City.* Bonds owned or held by or for the account of the City shall not be deemed Outstanding for the purpose of any vote or consent or other action or any calculation of Outstanding Bonds in this Master Ordinance provided for and shall not be entitled to vote or consent or take any other action in this Master Ordinance provided for.

(f) *Bonds Held by Securities Repositories.* For so long as the Bonds are held in book entry only form, communications with the owners shall be made with the securities depository who is the "Registered Owner" of the Bonds and communications with (and obtaining consents from) Beneficial Owners shall be made in accordance with the operational procedures of the securities depository that is the "Registered Owner" of the Bonds.

**Section 24. Severability.** If any one or more of the covenants or agreements provided in this Master Ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this Master Ordinance and shall in no way affect the validity of the other provisions of this Master Ordinance or of the Bonds.

**Section 25. Effective Date.** That, pursuant to the affirmative vote of one-half (1/2) plus one (1) of the members of the Council, the rule requiring two (2) separate readings by title and one (1) reading in full be, and the same is hereby, dispensed with, and accordingly, this Master Ordinance shall be in full force and effect immediately upon its passage, approval, and publication, as provided by law.

**Section 26. Publication.** A summary of this Master Ordinance substantially in the form attached hereto as Exhibit A, which form is hereby approved, shall be published within one (1) month hereafter once in an issue of *The Idaho Mountain Express*, the official newspaper of the City, pursuant to Idaho Code, Section 50-901A, as amended.

*[The remainder of this page has been left blank intentionally.]*

APPROVED by the City Council of the City of Ketchum, Idaho, this [ ]th day of [March] 2023.

APPROVED by the Mayor of the City of Ketchum, Idaho, this [ ]th day of [March] 2023.

\_\_\_\_\_  
NEIL BRADSHAW, MAYOR

ATTEST:

By: \_\_\_\_\_  
TRENT DONAT, CITY CLERK

( S E A L )

## EXHIBIT A

### CITY OF KETCHUM BLAINE COUNTY, IDAHO

#### Summary of Ordinance No. 23-[ ], passed [ ], 2023

#### MASTER ORDINANCE

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, STATE OF IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF WASTEWATER REVENUE BONDS IN ONE OR MORE SERIES TO PROVIDE FUNDS NECESSARY TO FINANCE OR REFINANCE IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM; FIXING THE FORM, COVENANTS AND CERTAIN TERMS OF THE BONDS TO BE ISSUED; PROVIDING FOR THE REGISTRATION AND AUTHENTICATION OF BONDS; PLEDGING NET REVENUES FOR PAYMENT OF DEBT SERVICE ON BONDS ISSUED HEREUNDER; PROVIDING FOR CERTAIN FEDERAL TAX COVENANTS WITH RESPECT TO TAX-EXEMPT BONDS ISSUED HEREUNDER; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; ORDERING PUBLICATION; APPROVING A SUMMARY OF THE ORDINANCE; PROVIDING FOR WAIVER OF THE READING RULES AND PROVIDING AN EFFECTIVE DATE.

Section 1 (Definitions) defines certain capitalized terms used in the Ordinance.

Section 2 (Authorization of Bonds; Delegation Authority) Authorizes issuance and sale by the City of revenue bonds pursuant to Series Ordinance. Additionally, pursuant to Idaho Code, Section 57-235, authorizes delegation to the Mayor and/or City Administrator of acceptance of the final terms and provisions of sale of Bonds.

Section 3 (Registration) Provides for the appointment of a Bond Registrar and registration of Bonds pursuant to a Series Ordinance.

Section 4 (Redemption and Purchase) Provides that details regarding redemption of Bonds prior to their scheduled maturity shall be provided in the respective Series Ordinance or as accepted by the Mayor and/or City Administrator by authority delegated pursuant to Idaho Code, Section 57-235, and provides details regarding purchase of Bonds.

Section 5 (Establishment of Accounts and Funds) Ratifies or creates the following funds: the Bond Fund, consisting of the Debt Service Account and Reserve Account, the Revenue Fund, the Project Fund and the Rebate Fund.

Section 6 (Revenue Fund; Priority of Application of Revenue of the Wastewater System) Provides for the allocation of Wastewater Revenues to pay expenses and debt service on Bonds.

Section 7 (Bond Fund) Provides for the deposit of revenues into a debt service fund and the maintenance of reserves.

Section 8 (Project Fund) Provides for deposit of proceeds of Bonds issued to finance the Cost of Acquisition and Construction of a Project, including costs of issuance thereof.

Section 9 (Rebate Fund; Rebate Requirement) Provides for deposit of excess earnings on funds under the Ordinance as required by the City's Tax Certificate, which funds are to be held in trust for payment of arbitrage rebate in accordance with Section 148 of the Code.

Section 10 (Authorization for Projects) Provides that Project(s) may be financed by issuance of Bonds under Series Ordinance upon determination by the City that it is necessary to preserve the public health, safety and welfare that certain components of the City's Wastewater System be repaired, replaced and/or improved.

Section 11 (Separate Utility System) Provides that the City may declare certain property which the City owns or acquires to be part of a Separate Utility System.

Section 12 (Specific Covenants) Includes operating covenants for the benefit of Bondholders.

Section 13 (Tax Covenants) Includes covenants to comply with federal tax requirements.

Section 14 (Issuance of Parity Bonds) Provides the terms under which the City may issue Parity Bonds.

Section 15 (Interest Subsidy Bonds) Provides for calculation of the amounts assumed to be paid on Interest Subsidy Bonds.

Section 16 (Estimated Debt Service Requirements for Balloon Payments) Provides for the calculation of estimated debt service on the respective Bonds with Balloon Payments.

Section 17 (Form of Bonds) Describes the form of the Bonds.

Section 18 (Execution of Bonds) Authorizes procedures for execution and authentication of the Bonds.

Section 19 (Defeasance) Provides conditions under which Bonds may be defeased.

Section 20 (Lost or Destroyed Bonds) Makes provision in case Bonds are lost, stolen, or destroyed.

Section 21 (Events of Default) Describes the events declared to be "events of default" under the Ordinance.

Section 22 (Application of Funds and Moneys in Event of Default) Provides for remedies in the event that a default occurs.

Section 23 (Amendments) Provides the terms and conditions pursuant to which the Ordinance may be amended or revised.

Section 24 (Severability) Provides that other covenants and agreements in the Ordinance are not affected if one is made invalid.

Section 25 (Effective Date) Provides for waiver of the reading rules and restates its effective.

Section 26 (Publication) Provides for the publication of a summary of the Ordinance and approves the form and content of this Summary of Ordinance

Exhibit A: Sets forth this summary for publication.

The full text of Ordinance No. 23-[] is available at City Hall and will be provided to any citizen upon personal request during normal office hours.

DATED this \_\_\_\_ day of [March] 2023.

CITY OF KETCHUM, IDAHO

By: \_\_\_\_\_  
NEIL BRADSHAW, MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

I, the undersigned City Attorney for and legal advisor to the City of Ketchum, Idaho, hereby certify that I have read the foregoing Summary of Ordinance No. 23-[\_\_] of the City of Ketchum, and that the same is true and complete and provides adequate notice to the public of the contents of said Ordinance.

DATED this \_\_\_\_ day of [March] 2023.

\_\_\_\_\_  
City Attorney

**CITY OF KETCHUM**

ORDINANCE NO. 23-[ ]

BY THE COUNCIL:

BREEN, DAVID, HAMILTON,  
AND SLANETZ

**SERIES ORDINANCE**

**AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AUTHORIZING THE ISSUANCE OF ITS WASTEWATER REVENUE BONDS, SERIES 2023, TO PROVIDE FUNDS NECESSARY TO FINANCE IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM; FIXING THE FORM OF THE BONDS TO BE ISSUED; AUTHORIZING EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT, AN OFFICIAL STATEMENT, A CONTINUING DISCLOSURE AGREEMENT; DELEGATING AUTHORITY TO APPROVE THE TERMS AND PROVISIONS OF THE SALE OF THE BONDS PURSUANT TO A BOND PURCHASE AGREEMENT; PROVIDING FOR THE REGISTRATION AND AUTHENTICATION OF THE BONDS; PLEDGING REVENUES FOR PAYMENT OF DEBT SERVICE ON BONDS; PROVIDING FOR CERTAIN FEDERAL TAX COVENANTS WITH RESPECT TO THE BONDS; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; ORDERING PUBLICATION; APPROVING A SUMMARY OF THE ORDINANCE; PROVIDING FOR WAIVER OF THE READING RULES AND PROVIDING AN EFFECTIVE DATE.**

Approved: [ ], 2023

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- Exhibit A – Form of Bond
- Exhibit B – Form Notice of Private Negotiated Bond Sale
- Exhibit C – Form of Bond Purchase Agreement
- Exhibit D – Form of Terms Certificate
- Exhibit E – Summary of Series Ordinance



ORDINANCE NO. 23-[ ]

**AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AUTHORIZING THE ISSUANCE OF ITS WASTEWATER REVENUE BONDS, SERIES 2023, TO PROVIDE FUNDS NECESSARY TO FINANCE AND REFINANCE IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM; FIXING THE FORM OF THE BONDS TO BE ISSUED; AUTHORIZING EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT, AN OFFICIAL STATEMENT, A CONTINUING DISCLOSURE AGREEMENT; DELEGATING AUTHORITY TO APPROVE THE TERMS AND PROVISIONS OF THE SALE OF THE BONDS PURSUANT TO A BOND PURCHASE AGREEMENT; PROVIDING FOR THE REGISTRATION AND AUTHENTICATION OF THE BONDS; PLEDGING REVENUES FOR PAYMENT OF DEBT SERVICE ON BONDS; PROVIDING FOR CERTAIN FEDERAL TAX COVENANTS WITH RESPECT TO THE BONDS; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; ORDERING PUBLICATION; APPROVING A SUMMARY OF THE ORDINANCE; PROVIDING FOR WAIVER OF THE READING RULES AND PROVIDING AN EFFECTIVE DATE.**

**CITY OF KETCHUM, BLAINE COUNTY,  
STATE OF IDAHO WASTEWATER REVENUE BONDS, SERIES 2023**

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AS FOLLOWS:

WHEREAS, the City of Ketchum, Blaine County, Idaho (the "City") is a body politic and corporate duly organized, operating and existing under and pursuant to the provisions of the Constitution and the laws of the State of Idaho;

WHEREAS, pursuant to a special municipal revenue bond election duly called by the City and held on November 8, 2022 (the "Bond Election"), there was submitted to the qualified electors of the City the following proposition:

THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, HAS DETERMINED THAT IT IS IN THE INTEREST OF THE PUBLIC, AND NECESSARY FOR PURPOSES OF IMPROVED WATER QUALITY, TO FINANCE THE RENOVATION, IMPROVEMENT, AND UPGRADE OF THE CITY'S WASTEWATER SYSTEM. FINANCING THE IMPROVEMENTS THROUGH THE ISSUANCE OF WASTEWATER REVENUE BONDS WILL PREVENT AN INITIAL 60% CUSTOMER RATE INCREASE, AND TWO SUBSEQUENT 25% RATE INCREASES, KEEPING UPFRONT WASTEWATER RATE

INCREASES LOWER AND MORE AFFORDABLE. EACH SERIES OF BONDS SHALL BE PAID SOLELY FROM REVENUES GAINED FROM WASTEWATER CUSTOMER FEES AND WILL HAVE NO EFFECT ON PROPERTY TAXES.

SHALL THE CITY OF KETCHUM, IDAHO, BE AUTHORIZED TO ISSUE AND SELL ONE OR MORE SERIES OF WASTEWATER REVENUE BONDS OVER THE NEXT TEN (10) YEARS, IN AN AGGREGATE PRINCIPAL AMOUNT UP TO \$14,000,000, FOR THE PURPOSE OF FUNDING THE RENOVATION, IMPROVEMENT, AND UPGRADE OF THE CITY'S WASTEWATER SYSTEM?

WHEREAS, more than a majority of the votes cast at the Bond Election were cast in favor of said proposition and the issuance of up to \$14,000,000 of revenue bonds of the City was authorized for the purpose of financing the design, acquisition and construction of certain improvements to the City's Wastewater System and to pay the costs of issuance thereof;

WHEREAS, pursuant to the successful Bond Election, on the date hereof, the members of the City's Council (the "Council") adopted Ordinance No. 23-[ ] (the "Master Ordinance") providing for the issuance and sale of wastewater revenue bonds to finance or refinance Projects, as defined thereunder, by adoption of series ordinances thereto, and the Council adopts this Series Ordinance to authorize its Series 2023 Bonds to finance the Series 2023 Project, as such terms are hereinafter defined; and

WHEREAS, pursuant to Idaho Code, Section 57-235, the Council desires to delegate authority, in accordance with the specific instructions and procedures set forth herein, for determination and approval of certain final terms and provisions of the Series 2023 Bonds and other matters at the time the Series 2023 Bonds are sold.

NOW, THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, FURTHER ORDAIN AS FOLLOWS:

## ARTICLE I

**Section 101. Definitions.** Except as provided in this Section, all defined terms contained in this Series Ordinance shall have the same meanings as set forth in the Master Ordinance. As used in this Series Ordinance, in addition to the terms defined in the WHEREAS clauses of this Series Ordinance or if the context shall otherwise require, the following terms shall have the following meanings:

*Act* means collectively the Revenue Bond Act, Idaho Code, Sections 50-1027 through 50-1042, inclusive, and the Municipal Bond Law of the State of Idaho, being Idaho Code, Title 57, Chapter 2.

*Authorized Denominations* means \$5,000 or integral multiples thereof.

***Delegated Officer*** means the City Administrator.

***Delegation Certificate*** means the Terms Certificate, substantially in the form of Exhibit D hereto, signed and delivered by the Delegated Officer to approve the final terms and provisions of the Bond Purchase Agreement and Series 2023 Bonds.

***Interest Payment Date*** means with respect to the Series 2023 Bonds, each March 1 and September 1, commencing September 1, 2023, or any other dates as specified in the Delegation Certificate.

***Principal Payment Date*** or “sinking fund payment date” means with respect to the Series 2023 Bonds, each September 1 commencing September 1, 2024, or any other dates specified in the Delegation Certificate.

***Series Ordinance*** means this Ordinance No. 23-[ ] adopted by the Council on [ ], 2023, authorizing the issuance of the Series 2023 Bonds, setting forth certain requirements of the terms of sale of the Series 2023 Bonds, delegating authority to approve the final terms and provisions of the Series 2023 Bonds, and providing for related matters.

***Series 2023 Bonds*** means the City’s Wastewater Revenue Bonds, Series 2023 authorized hereunder in substantially the form attached to this Series Ordinance as Exhibit A.

***Series 2023 Bond Registrar*** means, with respect to the Series 2023 Bonds, Zions Bancorporation, National Association, Boise, Idaho, appointed by the City pursuant to Section 3 of the Master Ordinance and this Series Ordinance to serve as the authenticating agent, paying agent, and transfer agent for the Series 2023 Bonds. The term “Series 2023 Bond Registrar” shall include any business successor or successors thereto, any company into which the Series 2023 Bond Registrar may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party, provided such company shall be a bank or trust company organized under the laws of any state of the United States of America or a national banking association and shall be authorized by law to perform all the duties imposed upon it by this Series Ordinance, shall be the successor to the Series 2023 Bond Registrar without the execution or filing of any paper or the performance of any further act.

***Series 2023 Project*** means financing the acquisition and construction of certain improvements to the City’s Wastewater System, including but not limited to: the construction of new aeration basins, aeration basin blower repairs, new grit removal systems, a new rotary drum thickener, a new dewatering building, removal of Digester No. 1, clarifier system repairs, a new Digester No. 2, new and replacement digester blowers, replacement backup generators and pumps, new ultraviolet (UV) equipment, upgraded programmable logic controller (PLC) hardware and filters, construction of new ancillary buildings, the purchase of new utility vehicles, and other ancillary equipment and controls required for the operation of the Wastewater System, and any other comparable alternative construction, renovation and improvements to the Wastewater System as otherwise determined by the City, and all other related costs, items and appurtenances

necessary, useful and convenient for the adequate collection and treatment of wastewater within the City, all collectively constituting the Project, as defined herein.

The terms “**hereby**,” “**hereof**,” “**hereto**,” “**herein**,” “**hereunder**,” and any similar terms as used in this Series Ordinance refer to this Series Ordinance.

## ARTICLE II

**Section 201. Authority for Series Ordinance.** This Series Ordinance is adopted pursuant to the provisions of the Act and the Master Ordinance. This Series Ordinance contemplates the issuance and sale of the Series 2023 Bonds through a delegation of authority as provided in Section 207 hereof. Unless the context clearly indicates otherwise, for example, the provisions of Section 206(a) through (b) which take effect upon adoption of this Series Ordinance, this Series Ordinance shall not take effect and no provision thereof shall be binding upon the City unless and until the Series 2023 Bonds are sold and issued.

**Section 202. Finding and Purpose.** In compliance with the Master Ordinance, the Series 2023 Bonds are hereby authorized to be issued as Initial Bonds to provide funds with which to finance the Series 2023 Project.

**Section 203. Authorization of Series 2023 Bonds; Designation; Confirmation of Pledged Revenues.** In accordance with and subject to the terms, conditions and limitations established by the Act, and contained in the Master Ordinance and this Series Ordinance, revenue bonds of the City are hereby authorized to be issued and shall be designated “City of Ketchum, Blaine County, State of Idaho, Wastewater Revenue Bonds, Series 2023.” The Series 2023 Bonds are secured by the pledge of the Net Revenues under Section 7 of the Master Ordinance equally and ratably with all Bonds issued under the Master Ordinance.

**Section 204. Issue Date.** The Series 2023 Bonds shall be dated as of the date of their delivery.

**Section 205. Description of the Series 2023 Bonds.**

(a) The Series 2023 Bonds shall be issued only in fully registered form in Authorized Denominations. Each of the Series 2023 Bonds shall be numbered separately from R-1 upwards. The Series 2023 Bonds shall be substantially in the form set forth in Exhibit A attached hereto, with such appropriate variations, omissions, and insertions as are permitted or required by this Series Ordinance and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto. The Series 2023 Bonds may be typewritten, printed, lithographed, engraved or produced in similar manner. If any Series 2023 Bond is printed, any portion of the text of the Series 2023 Bond may be printed on the back of the Series 2023 Bond with an appropriate reference placed on the front of the Series 2023 Bond.

(b) The Series 2023 Bonds shall bear interest from the date of delivery, or the most recent date to which interest has been paid or duly provided for and shall be payable on the Principal Payment Date and Interest Payment Date and as provided in the Delegation Certificate.

(c) The principal of and interest on the Series 2023 Bonds shall be payable in lawful money of the United States of America. Interest on the Series 2023 Bonds shall be calculated on the basis of a 360-day year and twelve 30-day months.

(d) The City intends to designate the Series 2023 Bonds as a “qualified tax-exempt obligation” within the meaning and for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and the City, including all aggregated issuers as described in Section 265(b)(3)(E) of the Code, does not reasonably anticipate that it will issue more than \$10,000,000, including the Series 2023 Bonds, as qualified tax-exempt obligations during the calendar year.

**Section 206. Authorization of Actions Preliminary to Sale and Issuance of Series 2023 Bonds.**

(a) The Council desires to sell the Series 2023 Bonds pursuant to negotiated sale to Piper Sandler & Co. (the “Underwriter”) pursuant to Idaho Code, Section 57-232 and a Bond Purchase Agreement (the “Bond Purchase Agreement”) to be entered into on the date the Series 2023 Bonds are sold by the City to the Underwriter.

(b) In accordance with Idaho Code, Section 57-215, the Notice of Private Negotiated Bond Sale (the “Notice of Sale”) in the form attached as Exhibit B hereto is hereby ratified and approved and the City’s bond counsel is authorized to complete the Notice of Sale and effect timely publication thereof prior to the sale of the Series 2023 Bonds and approval and execution of the Bond Purchase Agreement.

(c) The Bond Purchase Agreement in substantially the form attached hereto as Exhibit C is hereby approved. Pursuant to Section 207 hereof, upon the sale of the Series 2023 Bonds and inclusion of the final terms of the Series 2023 Bonds therein, the Delegated Officer is hereby authorized to execute and deliver the Bond Purchase Agreement, with such additions or changes thereto as such officer may deem necessary or advisable subject to the limitations set forth in Section 207 hereof, with such approval to be conclusively evidenced by the execution of the Bond Purchase Agreement as so added to or changed. The officials of the City are authorized to do or perform all such acts as may be necessary or advisable to comply with the Bond Purchase Agreement and to carry the same into effect. To the extent the provisions of this Series Ordinance or the Master Ordinance and the Bond Purchase Agreement shall be found to be in conflict, the provisions of the Bond Purchase Agreement shall govern.

(d) The Preliminary Official Statement, in substantially the form presented to the Council, and the distribution and use thereof by the Underwriter is hereby authorized

and approved, and the Delegated Officer is hereby authorized to make such additions or changes to the Preliminary Official Statement as deemed necessary or advisable by such Delegated Officer. The Delegated Officer is hereby authorized and directed, for and in the name and on behalf of the City, to execute the final Official Statement in substantially the form of said Preliminary Official Statement with such additions to or changes to evidence the sale of the Series 2023 Bonds as such officer may deem necessary or advisable, such approval to be conclusively evidenced by the execution of said Official Statement as so added to or changed. The Underwriter, as purchaser of the Series 2023 Bonds, is hereby authorized to deliver copies of the said Official Statement (as so added to or changed) to all actual purchasers of the Series 2023 Bonds.

(e) The Continuing Disclosure Agreement (the “Continuing Disclosure Agreement”) between the City and Zions Bancorporation, National Association, as Disclosure Agent, in substantially the form presented to the Council, is hereby approved and the Delegated Officer is hereby authorized and directed, for and in the name and on behalf of the City, to execute the Continuing Disclosure Agreement with such additions or changes thereto as such officer may deem necessary or advisable, with such approval to be conclusively evidenced by the execution of said Continuing Disclosure Agreement as so added to or changed.

**Section 207. Sale of Series 2023 Bonds, Delegation Authority.**

(a) Pursuant to Idaho Code, Section 57-235, as amended, the Council hereby delegates to the City Administrator (herein referred to as the “Delegated Officer”), the power to make the following determinations on the date of sale of the Series 2023 Bonds to the Underwriter, without any requirement that the members of the Council meet to approve such determinations, but subject to the limitations provided:

(i) The rate of interest to be borne by the Series 2023 Bonds, as measured by the true interest cost, not to exceed 6.500%.

(ii) The principal amount of the Series 2023 Bonds, not to exceed \$7,000,000.

(iii) The Principal Payment Date and the Interest Payment Date for the Series 2023 Bonds, with the final payment date/final maturity for the Series 2023 Bonds to be not later than twenty-one (21) years from the date of the Series 2023 Bonds.

(iv) The amount of principal of the Series 2023 Bonds maturing, or subject to mandatory sinking fund redemption, in any particular year, and the rate of interest accruing thereon.

(v) The price at which the Series 2023 Bonds will be sold (including any underwriter’s discount, original issue premium and original issue discount).

(vi) The dates, if any, on which, and the prices at which, the Series 2023 Bonds will be subject to optional redemption.

(vii) The amount of Series 2023 Bonds proceeds to be deposited to the funds and accounts established by this Series Ordinance.

(b) Upon the sale of the Series 2023 Bonds, including the final terms and provisions of the Series 2023 Bonds, the Delegated Officer shall execute a Delegation Certificate substantially in the form attached hereto as Exhibit D reflecting the final terms and provisions of the Series 2023 Bonds and certifying that the final terms and provisions of the Series 2023 Bonds are consistent with, not in excess of and no less favorable than the terms set forth in subparagraph (a) above, and as approved by the electorate of the City pursuant to the Bond Election.

**Section 208. Execution of Series 2023 Bonds.** The Series 2023 Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor and the City Treasurer and attested to by the City Clerk and the corporate seal of the City shall be impressed or printed thereon, if any. The Series 2023 Bonds, when so executed, shall be delivered to the Series 2023 Bond Registrar for authentication. The Series 2023 Bond Registrar is hereby requested and directed to authenticate the Series 2023 Bonds by executing the Certificate of Authentication appearing thereon, and to deliver the Series 2023 Bonds, when duly executed and authenticated, to the Underwriter in accordance with written instructions executed on behalf of the City by the Delegated Officer of the City, which instructions said officer is hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver to the Series 2023 Bond Registrar. Such instructions shall provide for the delivery of the Series 2023 Bonds to the Underwriter in accordance with the Bond Purchase Agreement, upon payment of the purchase price thereof.

**Section 209. Registration of Series 2023 Bonds.** The Series 2023 Bond Registrar shall keep, or cause to be kept, at its principal corporate trust office, sufficient records for the registration and transfer of Series 2023 Bonds (the “Series 2023 Bond Register”), which shall be open to inspection by the City. The Series 2023 Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Series 2023 Bonds transferred or exchanged in accordance with the provisions of such Series 2023 Bonds and this Series Ordinance and to carry out all of the Series 2023 Bond Registrar's powers and duties under this Series Ordinance and the Idaho Registered Public Obligations Act, Idaho Code, Title 57, Chapter 9, as amended. The Series 2023 Bond Registrar shall be responsible for its representations contained in the Certificate of Authentication on the Series 2023 Bonds. The City Administrator and the City Treasurer are each hereby authorized to negotiate the terms of a registrar agreement with the Series 2023 Bond Registrar, providing for compensation and other terms mutually acceptable to the City and the Series 2023 Bond Registrar regarding the performance of its duties under this Series Ordinance.

(a) *Registered Ownership.* The City and the Series 2023 Bond Registrar may deem and treat the Registered Owner of each Series 2023 Bond on the Record Date as the absolute owner for all purposes, and neither the City nor the Series 2023 Bond Registrar shall be affected by any notice to the contrary. Payment of any such Series 2023 Bond shall

be made only as described herein, but such registration may be transferred as herein provided. All such payments made as described herein, shall be valid and shall satisfy the liability of the City upon such Series 2023 Bond to the extent of the amount or amounts so paid.

(b) *DTC Acceptance/Letter of Representations.* The Series 2023 Bonds will initially be held in fully immobilized form by DTC acting as depository. Prior to issuance of the Series 2023 Bonds hereunder, the Letter of Representations in the form required by DTC, with such changes, omissions, insertions and revisions as the City Administrator shall approve, is hereby authorized, and the City Administrator is hereby authorized to execute such Letter of Representations and cause the same to be filed with DTC. In the written acceptance of the Series 2023 Bond Registrar, the Series 2023 Bond Registrar shall agree to take all action necessary for all representations of the City in the Letter of Representations with respect to the Series 2023 Bond Registrar to be complied with at all times. The City's Letter of Representations is for the purpose of effectuating the book-entry-only system and shall not be deemed to amend, supersede or supplement the terms of this Series Ordinance, which terms are intended to be complete without reference to the Letter of Representations. In the event of any conflict between the terms of the Letter of Representations and the terms of this Series Ordinance, the terms of this Series Ordinance shall control. DTC may exercise the rights of a Registered Owner hereunder only in accordance with the terms hereof applicable to the exercise of such rights.

(c) Neither the City nor the Series 2023 Bond Registrar will have any responsibility or obligation to DTC participants or the persons for whom they act as nominees with respect to the Series 2023 Bonds for the accuracy of any records maintained by DTC or any DTC participant, the payment by DTC or any DTC participant of any amount in respect of the principal of or interest on Series 2023 Bonds, any notice that is permitted or required to be given to Registered Owners under this Series Ordinance (except such notices as shall be required to be given by the City to the Series 2023 Bond Registrar or to DTC), the selection by DTC or any DTC participant of any person to receive payment in the event of a partial redemption of the Series 2023 Bonds, or any consent given or other action taken by DTC as the Registered Owner. For so long as any Series 2023 Bonds are held in fully immobilized form hereunder, DTC or its successor depository shall be deemed to be the Registered Owner for all purposes, and all references in this Series Ordinance to the Registered Owners shall mean DTC or its nominee and shall not mean the owners of any beneficial interest in any Series 2023 Bonds.

(d) *Use of Depository.*

(i) Under the book-entry-only system, Series 2023 Bonds shall be registered initially in the name of "CEDE & Co.," as nominee of DTC, with one Bond maturing on each of the maturity dates for each series of the Series 2023 Bonds in a denomination corresponding to the total principal therein designated to mature on such date. Registered ownership of such immobilized Series 2023



Bonds, or any portions thereof, may not thereafter be transferred except (a) to any successor of DTC or its nominee, provided that any such successor shall be qualified under any applicable laws to provide the service proposed to be provided by it; (b) to any substitute depository appointed by the Designated Representative pursuant to subsection (i) below or such substitute depository's successor; or (c) to any person as provided in subsection (iii) below.

(ii) Upon the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository or a determination by the Designated Representative to discontinue the system of book entry transfers through DTC or its successor (or any substitute depository or its successor), the Designated Representative may hereafter appoint a substitute depository. Any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it.

(iii) In the case of any transfer pursuant to clause (a) or (b) of subsection (d) above, the Series 2023 Bond Registrar shall, upon receipt of all Outstanding Series 2023 Bonds issued hereunder, together with a written request on behalf of the Designated Representative, issue a single new Series 2023 Bond for each maturity then outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the Designated Representative.

(iv) In the event that (a) DTC or its successor (or substitute depository or its successor) resigns from its functions as depository, and no substitute depository can be obtained, or (b) the Designated Representative determines that it is in the best interest of the Beneficial Owners of the Series 2023 Bonds that such owners be able to obtain such Series 2023 Bonds in the form of Bond certificates, the ownership of such Series 2023 Bonds may then be transferred to any person or entity as herein provided, and shall no longer be held in fully immobilized form. The Designated Representative shall deliver a written request to the Series 2023 Bond Registrar, together with a supply of definitive Series 2023 Bonds, to issue Series 2023 Bonds as herein provided in any authorized denomination. Upon receipt by the Series 2023 Bond Registrar of all then Outstanding Series 2023 Bonds issued hereunder, together with a written request on behalf of the Designated Representative to the Series 2023 Bond Registrar, new Series 2023 Bonds shall be issued in the appropriate denominations and registered in the names of such persons as are requested in such written request.

(v) For so long as all Series 2023 Bonds are in fully immobilized form, such payments of principal and interest thereon shall be made as provided in the operational arrangements of DTC as referred to in the Letter of Representations.

(e) In the event the Series 2023 Bonds are no longer in fully immobilized form, interest on the Series 2023 Bonds shall be paid by check or draft mailed to the Registered

Owners of the Series 2023 Bonds at the addresses for such Registered Owners appearing on the Bond Register on the Record Date. Principal of the Series 2023 Bonds shall be payable upon presentation and surrender of such Series 2023 Bonds by the Registered Owners at the principal office of the Series 2023 Bond Registrar.

(f) *Registration of Transfer of Ownership or Exchange; Change in Denominations.* The transfer of any Series 2023 Bond may be registered and Series 2023 Bonds may be exchanged, but no transfer of any such Series 2023 Bond shall be valid unless such Series 2023 Bond is surrendered to the Series 2023 Bond Registrar with the assignment form appearing on such Series 2023 Bond duly executed by the Registered Owner or such Registered Owner's duly authorized agent in a manner satisfactory to the Series 2023 Bond Registrar. Upon such surrender, the Series 2023 Bond Registrar shall cancel the surrendered Series 2023 Bond and shall authenticate and deliver, without charge to the Registered Owner or transferee therefor, a new Series 2023 Bond (or Series 2023 Bonds at the option of the new Registered Owner) of the same date, maturity, and interest rate and for the same aggregate principal amount in any authorized denomination, naming as Registered Owner the person or persons listed as the assignee on the assignment form appearing on the surrendered Series 2023 Bond, in exchange for such surrendered and cancelled Series 2023 Bond. Any Series 2023 Bond may be surrendered to the Series 2023 Bond Registrar and exchanged, without charge, for an equal aggregate principal amount of the Series 2023 Bonds of the same date, maturity, and interest rate, in any authorized denomination. The Series 2023 Bond Registrar shall not be obligated to register the transfer or to exchange any Series 2023 Bond during the 15 days preceding the date any such Series 2023 Bond is to be redeemed.

(g) *Registrar's Ownership of Series 2023 Bonds.* The Series 2023 Bond Registrar may become the Registered Owner of any Series 2023 Bond with the same rights it would have if it were not the Series 2023 Bond Registrar, and to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as member of, or in any other capacity with respect to, any committee formed to protect the rights of the Registered Owners of the Series 2023 Bonds.

#### **Section 210. Redemption and Purchase.**

(a) *Redemption.* The Series 2023 Bonds will be subject to optional and/or mandatory redemption prior to maturity pursuant to the Delegation Certificate.

(b) *Purchase of Bonds.* The City reserves the right to use at any time any Revenue of the System available after providing for payments required by Section 6(b) of the Master Ordinance, or other available funds, to purchase any of the Series 2023 Bonds offered to the City at any price deemed reasonable by the Designated Representative.

(c) *Selection of Bonds for Redemption.* As long as the Series 2023 Bonds are held in book-entry only form, the selection of Series 2023 Bonds to be redeemed shall be made in accordance with the operational arrangements in effect at DTC. If the Series 2023

Bonds are not held in uncertificated form, the selection of such Series 2023 Bonds to be redeemed shall be made as provided in this subsection (c). If the City redeems at any one time fewer than all of the Series 2023 Bonds having the same maturity date, the particular Series 2023 Bonds or portions of Series 2023 Bonds of such maturity to be redeemed shall be selected by lot (or in such other manner determined by the Bond Registrar) in increments of \$5,000. In the case of a Series 2023 Bond of a denomination greater than \$5,000, the City and the Bond Registrar shall treat each Series 2023 Bond as representing such number of separate Series 2023 Bonds each of the denomination of \$5,000 as is obtained by dividing the actual principal amount of such Series 2023 Bond by \$5,000. If Series 2023 Bonds are called for optional redemption, portions of the principal amount of such Series 2023 Bonds, in installments of \$5,000 or any integral multiple of \$5,000, may be redeemed. If less than all of the principal amount of any Series 2023 Bond is redeemed, upon surrender of such Series 2023 Bond at the principal office of the Bond Registrar, there shall be issued to the Registered Owner, without charge therefor, for the then unredeemed balance of the principal amount thereof, a new Series 2023 Bond or Series 2023 Bonds, at the option of the Registered Owner, of like maturity and interest rate in any denomination authorized by this Ordinance.

(d) Notice of Redemption.

(i) *Official Notice.* Unless waived by any owner of the Series 2023 Bonds to be redeemed, official notice of any such redemption (which notice may be conditional) shall be given by the Bond Registrar on behalf of the City by mailing a copy of an official redemption notice by first class mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Series 2023 Bond or Series 2023 Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar. All official notices of redemption shall be dated and shall state:

- (1) the redemption date;
- (2) the redemption price;
- (3) if fewer than all Outstanding Series 2023 Bonds issued hereunder are to be redeemed, the identification by maturity (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;
- (4) that on the redemption date the redemption price will become due and payable upon each such Series 2023 Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and

(5) the place where such Series 2023 Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Bond Registrar.

On or prior to any redemption date, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Series 2023 Bonds or portions of Series 2023 Bonds which are to be redeemed on that date, unless the redemption notice specified a conditional redemption, and the condition was not fulfilled.

(e) *Conditional Notice.* Any notice of optional redemption given for the Series 2023 Bonds pursuant to this Section 210 may state that the optional redemption is conditional upon receipt by the Bond Registrar of amounts sufficient to pay the redemption price of such Series 2023 Bonds or upon the satisfaction of any other condition, and/or that such notice may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission or of the failure of any such condition shall be given by the Bond Registrar to affected owners of the Series 2023 Bonds as promptly as practicable.

(f) *Effect of Notice.* Official notice of redemption having been given as aforesaid, the Series 2023 Bonds or portions of Series 2023 Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Series 2023 Bonds or portions of Series 2023 Bonds shall cease to bear interest. Upon surrender of such Series 2023 Bonds for redemption in accordance with said notice, such Series 2023 Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Series 2023 Bond, there shall be prepared for the Registered Owner a new Series 2023 Bond or Series 2023 Bonds of the same maturity in the amount of the unpaid principal. All Series 2023 Bonds which have been redeemed shall be canceled and destroyed by the Bond Registrar and shall not be reissued. The City will not provide notices of redemption to Beneficial Owners of any Series 2023 Bond and notice to DTC in accordance with this Section shall constitute sufficient notice.

(g) *Additional Notice.* In addition to the foregoing notice, further notice shall be given by the Bond Registrar as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the CUSIP numbers of all Series 2023 Bonds being redeemed; (B) the date of issue of the Series 2023 Bonds as originally issued; (C) the rate of interest borne by each Series 2023 Bond being redeemed; (D) the maturity date of each Series 2023 Bond being redeemed; and (E) any other descriptive information needed

to identify accurately the Series 2023 Bonds being redeemed. Each further notice of redemption shall be sent at least thirty (30) days before the redemption date by registered or certified mail, overnight delivery service or electronic means to the Electronic Municipal Market Access System (“EMMA”) of the Municipal Securities Rule Making Board as provided for by the Securities and Exchange Commission and located at [www.emma.mrsb.org](http://www.emma.mrsb.org).

(h) *CUSIP Numbers.* Upon the payment of the redemption price of Series 2023 Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number, if applicable, identifying, by issue and maturity, the Series 2023 Bonds being redeemed with the proceeds of such check or other transfer.

(i) *Amendment of Notice Provisions.* The foregoing notice provisions of this Section 210, including but not limited to the information to be included in redemption notices and the persons designated to receive notices, may be amended by additions, deletions and changes in order to maintain compliance with duly promulgated regulations and recommendations regarding notices of redemption of municipal securities.

### ARTICLE III

#### **Section 301. Creation of Accounts and/or Subaccounts under Funds.**

(a) The following accounts and/or subaccounts under certain funds previously existing or created under the Master Ordinance are hereby created and/or ratified on the accounting records of the City:

(i) Series 2023 Debt Service Account, a subaccount under the Bond Fund created under the Master Ordinance, to be held by the City for payment of principal and interest of the Series 2023 Bonds;

(ii) Series 2023 Project Account, a subaccount of the Project Fund under the Master Ordinance, to be held by the City for payment of the Cost of Acquisition of the Series 2023 Project and to pay certain costs of issuance of the Series 2023 Bonds as provided hereinafter.

(b) There shall be deposited into the 2023 Debt Service Account the (i) Net Revenues and (ii) such other funds as the City shall designate as irrevocably available to pay principal and interest on the Series 2023 Bonds. The City shall make disbursements from the 2023 Debt Service Account in accordance with Section 401 below.

(c) There shall be deposited into the Series 2023 Project Account the Series 2023 Bonds proceeds referred to in Section 301(d) below to pay the Cost of Acquisition of the Series 2023 Project and certain costs of issuance of the Series 2023 Bonds, if funded.

(d) There shall be deposited into and disbursed from the Rebate Account created under the Master Ordinance the sums required under the Code.

(e) The Series 2023 Bonds are not secured by the Debt Service Reserve Account and are not subject to a Reserve Account Requirement. Accordingly, a subaccount within the Debt Service Reserve Account relating to the Series 2023 Bonds shall not be established by the City.

#### ARTICLE IV

**Section 401. Pledge of Net Revenues.** The City covenants and agrees that to pay the principal of and interest on the Series 2023 Bonds, the City shall transfer from the Revenue Fund such amounts sufficient, together with funds then on deposit in the 2023 Debt Service Account, to meet the debt service requirements on the Series 2023 Bonds.

The Net Revenues of the City are hereby pledged for the prompt payment of principal of and interest on the Series 2023 Bonds as the same become due on parity with all Outstanding Bonds.

**Section 402. Non-Arbitrage.** The proceeds of the sale of the Series 2023 Bonds shall not be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause any of the Series 2023 Bonds to be arbitrage bonds, within the meaning of Sections 103 or 148 of the Internal Revenue Code of 1986, as amended (the “Code”). The City covenants to and for the benefit of the holders of the Series 2023 Bonds from time to time that no use will be made of the proceeds of the issue and sale of the Series 2023 Bonds or any other funds or accounts of the City which might be deemed to be available proceeds of the Series 2023 Bonds pursuant to the provisions of Section 148 of the Code, and the applicable regulations, which, if such use had been reasonably expected on the date of delivery of and payment for the Series 2023 Bonds, would cause the Series 2023 Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code. Pursuant to such covenant, the City obligates itself to comply throughout the term of the issue of the Series 2023 Bonds with the requirements of Section 148 of the Code, and any regulations promulgated thereunder. In addition, at closing and delivery of the Series 2023 Bonds the City shall execute a Tax Certificate stating that it will expend the proceeds of the Series 2023 Bonds in a manner that will comply with applicable Sections of the Code and that the Series 2023 Bonds will otherwise comply with the Code. The City shall comply with all provisions of said Tax Certificate, as shall be approved by the Delegated Officer. Such approval of said official of the City shall be conclusively established by the Delegated Officer’s execution of the Tax Certificate in its final form.

#### ARTICLE V

**Section 501. Effect of Series Ordinance.** To the extent that this Series Ordinance amends or supplements the Master Ordinance, the Master Ordinance shall be treated as so amended or supplemented

**Section 502. Ratification.** All proceedings, resolutions, ordinances, and actions of the Council, the City, and their officers, agents and employees taken in connection with the authorization, sale and issuance of the Series 2023 Bonds are hereby in all respects ratified, confirmed and approved and each Designated Representative of the City are hereby authorized and directed, for and in the name and on behalf of the City to do any and all things and take any and all actions and execute and deliver any and all closing certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Series 2023 Bonds in accordance with this Series Ordinance.

**Section 503. Severability.** It is hereby declared that all parts of this Series Ordinance are severable, and if any section, paragraph, clause, or provision of this Series Ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Series Ordinance.

**Section 504. Conflict.** All resolutions, orders and regulations or parts thereof heretofore adopted or passed which are in conflict with any of the provisions of this Series Ordinance are, to the extent of such conflict, hereby repealed.

**Section 505. Captions.** The table of contents and captions or headings herein are for convenience of reference only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Series Ordinance.

**Section 506. Savings Clause.** Except as amended and/or supplemented by this Series Ordinance, the Master Ordinance shall remain in full force and effect.

**Section 507. Effective Date.** That, pursuant to the affirmative vote of at least one-half (1/2) plus one (1) of the members of the Council, the rule requiring two (2) separate readings by title and one (1) reading in full be, and the same is hereby, dispensed with, and accordingly, this Series Ordinance shall be in full force and effect immediately upon its passage, approval, and publication, as provided by law.

**Section 508. Publication.** A summary of this Series Ordinance substantially in the form attached hereto as Exhibit F, which form is hereby approved, shall be published within one (1) month hereafter once in an issue of the *Idaho Mountain Express*, the official newspaper of the City, pursuant to Idaho Code, Section 50-901A, as amended.

*[The remainder of this page has been left blank intentionally.]*

APPROVED by the City Council of the City of Ketchum, Idaho, this [\_\_]th day of [March], 2023.

APPROVED by the Mayor of the City of Ketchum, Idaho, this [\_\_]th day of [March], 2023.

\_\_\_\_\_  
NEIL BRADSHAW, MAYOR

ATTEST:

By: \_\_\_\_\_  
TRENT DONAT, CITY CLERK

( S E A L )



**EXHIBIT A**

**FORM OF BOND**

UNITED STATES OF AMERICA  
STATE OF IDAHO

Registered No: R-\_\_\_\_ \$ \_\_\_\_\_

CITY OF KETCHUM, BLAINE COUNTY, STATE OF IDAHO  
WASTEWATER REVENUE BONDS, SERIES 2023

INTEREST RATE: \_\_\_\_\_%      MATURITY DATE: September 1, 20\_\_\_\_  
DATED DATE: \_\_\_\_\_, 2023      CUSIP: \_\_\_\_\_

REGISTERED OWNER: \*\* CEDE & CO. \*\*

PRINCIPAL AMOUNT: \_\_\_\_\_ AND NO/100 DOLLARS

KNOW ALL BY THESE PRESENTS that the City of Ketchum, Blaine County, State of Idaho (the "City"), acknowledges itself indebted and for value received hereby promises to pay from its Net Revenues deposited to the Bond Fund to the registered owner, or registered assigns specified above, on the maturity date specified above, the principal sum indicated above, and to pay interest thereon from the aforesaid Bond Fund from the dated date specified above, or the most recent date to which interest has been paid or duly provided for, at the rate specified above, payable on September 1, 2023, and semiannually thereafter on September 1 and March 1 of each year until the date of maturity or prior redemption of this Bond.

Principal, interest, and any redemption premium with respect to this Bond are payable in lawful money of the United States of America to the registered owner hereof whose name and address appear on the registration books of the Series 2023 Bond Registrar. Interest shall be paid by the Series 2023 Bond Registrar to the registered owner at the address shown on the Bond Register on the fifteenth (15th) day of the month prior to the interest payment date, or at such other address as may be furnished in writing by such registered owner to the Series 2023 Bond Registrar. Principal shall be paid to the registered owner upon presentation and surrender of this Bond on or after the date of maturity or prior redemption at the designated corporate trust operations agency office of the Bond Registrar.

This Bond is one of a duly authorized issue of bonds designated the "City of Ketchum, Blaine County, State of Idaho, Wastewater Revenue Bonds, Series 2023" (the "Series 2023 Bonds") issued in the aggregate principal amount of \$\_\_\_\_\_, under and equally and ratably secured by the Ordinance (as defined below). The Series 2023 Bonds have been issued pursuant to and in full compliance with the Constitution and statutes of the State of Idaho, particularly, the Revenue Bond Act, Idaho Code, Sections 50-1027 through 50-1042, inclusive,

and the Municipal Bond Law of the State of Idaho, being Idaho Code, Title 57, Chapter 2, and proceedings duly adopted and authorized by the City, including the City's Ordinance No. 23-[ ] adopted by the City on [ ], 2023 (the "Master Ordinance") and the City's Ordinance No. 23-[ ] adopted by the City on [ ], 2023 (the "Series Ordinance" and together with the Master Ordinance, collectively the "Ordinance"). This Bond and the Series 2023 Bonds of this issue are issued for the purpose of financing the costs of construction of certain improvements to the City's Wastewater System, and payment of the costs of issuance of the Series 2023 Bonds. The City may issue Parity Bonds and Refunding Bonds having a lien on the Net Revenues under the Master Ordinance equal to, and on parity with, the Series 2023 Bonds upon compliance with the provisions of the Master Ordinance. The term "Bonds" as used herein shall refer to any of the revenue bonds of the City authorized and issued under the Master Ordinance, including the Series 2023 Bonds and any Parity Bonds and Refunding Bonds secured by the Revenues on an equal basis with the Series 2023 Bonds. All Bonds issued under the Master Ordinance and excluding Subordinate Obligations, are equally and ratably secured by the pledges and covenants contained therein. Capitalized terms not otherwise defined in this Bond shall have the meanings ascribed thereto in the Master Ordinance and if not therein, then in the Series Ordinance.

The Series 2023 Bonds are initially issued in the form of a separate single certificated fully registered bond for each maturity, and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC").

Unless this Bond is presented by an authorized representative of DTC to the Series 2023 Bond Registrar for registration of transfer, exchange or payment, and this Bond is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, since the registered owner hereof, Cede & Co., has an interest herein.

This Bond may be exchanged, transferred or replaced only as provided in the Ordinance. The ownership of this Bond must be registered upon the books of the Series 2023 Bond Registrar as provided in the Series Ordinance. The Series 2023 Bond Registrar may treat the registered owner hereof as the absolute owner hereof for all purposes, and the Series 2023 Bond Registrar shall not be affected by any notice to the contrary. So long as the ownership of the Series 2023 Bonds is maintained in book-entry form by DTC (the "Securities Depository") or a nominee thereof, this Bond may be transferred in whole but not in part only to the Securities Depository or a nominee thereof or to a successor Securities Depository or its nominee.

The Series 2023 Bonds maturing on or before September 1, 20[ ], shall not be subject to call for optional redemption prior to their stated dates of maturity. On any date on or after March 1, 20[ ], at the election of the City, the Series 2023 Bonds maturing on and after September 1, 20[ ], shall be subject to optional redemption, in whole or in part, in maturities as selected by the Issuer, upon notice as hereinafter provided, at par, plus accrued interest to the redemption date.

The Series 2023 Bonds with the maturity date of September 1, 20[ ], are subject to mandatory sinking fund redemption prior to maturity and in part by lot at a redemption price of

100% of the principal amount thereof plus accrued interest to the redemption date from the following principal amounts, constituting sinking fund installments due in the following years:

<u>Redemption Date</u>	<u>Principal Amount</u>
<u>September 1</u>	
*	\$

\*Final maturity

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon shall have been manually signed by the Series 2023 Bond Registrar.

THIS BOND IS A LIMITED OBLIGATION OF THE CITY, PAYABLE SOLELY FROM THE NET REVENUES AS DEFINED IN THE ORDINANCE. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, STATE OF IDAHO, NOR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED FOR PAYMENT OF THIS BOND.

IT IS HEREBY CERTIFIED, RECITED, and DECLARED that all conditions, acts, and things essential to the validity of this Bond do exist, have happened, and have been done, and that every requirement of law affecting the issue hereof has been duly complied with; that the Net Revenues have been and are hereby pledged on a parity with any Bonds permitted under the Master Ordinance and will be deposited into the Bond Fund in amounts sufficient for the payment of principal of and interest on this Bond. Only the Net Revenues are pledged and none of the City’s general fund revenues are pledged to the payment of the Bonds.

IT IS HEREBY FURTHER CERTIFIED AND DECLARED that all acts, conditions, and things required by the Constitution and statutes of the State of Idaho to exist, to have happened, been done, and performed precedent to and in the issuance of this Bond have happened, been done, and performed, and that the issuance of this Bond and the Series 2023 Bonds of this issue does not violate any Constitutional, statutory, or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Ketchum, Idaho, has caused this Bond to be executed by the facsimile signature of its Mayor, countersigned by the facsimile signature of its Treasurer, and attested by the facsimile signature of its City Clerk, and a facsimile of the seal of the City to be reproduced hereon, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF KETCHUM, IDAHO

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

COUNTERSIGNED:

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

SEAL

**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the City of Ketchum, Blaine County, Idaho, Wastewater Revenue Bonds, Series 2023 described in the within mentioned Ordinance.

Date of Authentication: \_\_\_\_\_, 2023

ZIONS BANCORPORATION, NATIONAL  
ASSOCIATION, AS SERIES 2023 BOND  
REGISTRAR

By: \_\_\_\_\_  
Authorized Signatory, Zions Bank  
Division

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Name of Transferee: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Tax Identification No.: \_\_\_\_\_

the within Bond and hereby irrevocably constitutes and appoints

\_\_\_\_\_  
of \_\_\_\_\_

to transfer said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Registered Bondowner

NOTE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

SIGNATURE GUARANTEED:

\_\_\_\_\_

NOTICE: Signature(s) must be guaranteed by an “eligible guarantor institution” that is a member of or a participant in a signature guarantee program (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

\* \* \* \* \*

**EXHIBIT B**

**FORM NOTICE OF PRIVATE NEGOTIATED BOND SALE**

Pursuant to Idaho Code, Section 57-215(2), public notice is hereby given by the City of Ketchum, Blaine County, Idaho (the “City”), of negotiation for and private sale to Piper Sandler & Co. (the “Underwriter”) of its Wastewater Revenue Bonds, Series 2023, in the principal amount not to exceed \$\_\_\_\_\_ (the “Bonds”) pursuant to a Bond Purchase Agreement between the City and the Underwriter (“Bond Purchase Agreement”) to be executed on the date of sale of the Bonds and setting forth the final terms and provisions of the Bonds. The Bonds are authorized to be issued by the City’s Council pursuant to Ordinance No. \_\_, adopted on [\_\_\_\_\_], 2023 (the “Master Ordinance”) and Ordinance No. \_\_, adopted [\_\_\_\_\_], 2023 (the “Series Ordinance” and together with the Master Ordinance, the “Bond Ordinance”). The sale of the Bonds, upon satisfying certain requirements contained in the Series Ordinance pursuant to Idaho Code, Section 57-235, is expected to occur on or around \_\_\_\_\_, 2023. Additional information concerning the terms and provisions of the Bonds, the Bond Ordinance, the Bond Purchase Agreement, the security for payment of the Bond, and other pertinent information relating to the Bonds is available for public inspection at the offices of the City at 191 5th Street West, Ketchum, Idaho, attention Jade Riley, City Administrator.

Dated: \_\_\_\_\_, 2023.

CITY OF KETCHUM, BLAINE COUNTY,  
IDAHO

\_\_\_\_\_  
By: Jade Riley, City Administrator

**EXHIBIT C**

**FORM OF BOND PURCHASE AGREEMENT**

(ATTACHED)

## EXHIBIT D

### FORM OF TERMS CERTIFICATE

The undersigned official of the City of Ketchum, Blaine County, Idaho (the “City”), as a Delegated Officer, does hereby certify as follows (capitalized terms used herein and not defined have the meanings assigned to such terms in the Ordinance, hereinafter defined):

1. The undersigned is familiar with the City’s Ordinance No. \_\_\_ adopted [\_\_\_\_\_], 2023 (the “Master Ordinance”), as supplemented by Series Ordinance No. \_\_\_ adopted on [\_\_\_\_\_], 2023 (the “Series Ordinance,” and collectively with the Master Ordinance, the “Bond Ordinance”) to authorize issuance of the City’s Wastewater Revenue Bonds, Series 2023 (the “Series 2023 Bonds”) and related documents, which Series 2023 Bonds is sold this date to Piper Sandler & Co. (the “Underwriter”) pursuant to the Bond Purchase Agreement dated \_\_\_\_\_, 2023, between the City and the Underwriter (the “Bond Purchase Agreement”).

2. Section 207 of the Series Ordinance delegated to the undersigned, as a Delegated Officer, the power to make certain determinations on the date of sale of the Series 2023 Bonds.

3. Pursuant to such delegation, the undersigned Delegated Officer hereby determines as follows:

- a. Details of the terms of the Series 2023 Bonds are reflected in the final bond sale number schedules provided by the Underwriter to the City this date, which schedules are attached as Exhibit A hereto.
- b. The scheduled rates of interest to be borne by the Bonds are reflected on the attached Exhibit A.
- c. The rates of interest to be borne by the Series 2023 Bonds, as measured by the true interest costs, is \_\_\_\_% per annum.
- d. The principal amount of the Series 2023 Bonds is \$\_\_\_\_\_.
- e. The Principal Payment Date, the Interest Payment Date and the amount of principal of the Series 2023 Bonds maturing, or subject to mandatory sinking fund redemption, in any particular year are reflected on the attached Exhibit A.
- f. The final maturity of the Series 2023 Bonds is \_\_\_\_\_.



- g. The Series 2023 Bonds are sold at the purchase price of \$ \_\_\_\_\_, representing the principal amount thereof, plus net premium in the amount of \$ \_\_\_\_\_, less underwriter's discount of \$ \_\_\_\_\_.
- h. The Series 2023 Bonds are subject to optional redemption as set forth in Exhibit A hereto.
- i. The amount of proceeds of the Series 2023 Bonds to be deposited to the Series 2023 Project Account within the Project Fund is \$ \_\_\_\_\_.

4. The undersigned Delegated Officer hereby certifies the final terms and provisions of the Series 2023 Bonds, as described above and in the attached Exhibit A, are consistent with, not in excess of and no less favorable than the terms set forth in Section 207 of the Series Ordinance and as approved by the electorate of the City pursuant to the Bond Election.

5. The undersigned Delegated Officer has therefore executed and delivered the Bond Purchase Agreement this date.

DATED: \_\_\_\_\_, 2023.

CITY OF KETCHUM, BLAINE COUNTY,  
IDAHO

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

EXHIBIT "A"  
DESCRIPTION OF CERTAIN TERMS OF THE BONDS

**EXHIBIT E**

**CITY OF KETCHUM  
BLAINE COUNTY, IDAHO**

**Summary of Ordinance No. 23-[ ], passed [ ], 2023**

**SERIES ORDINANCE**

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AUTHORIZING THE ISSUANCE OF ITS WASTEWATER REVENUE BONDS, SERIES 2023, TO PROVIDE FUNDS NECESSARY TO FINANCE IMPROVEMENTS TO THE CITY’S WASTEWATER SYSTEM; FIXING THE FORM OF THE BONDS TO BE ISSUED; AUTHORIZING EXECUTION AND DELIVERY OF BOND PURCHASE AGREEMENT, AN OFFICIAL STATEMENT, A CONTINUING DISCLOSURE AGREEMENT; DELEGATING AUTHORITY TO APPROVE THE TERMS AND PROVISIONS OF THE SALE OF THE BONDS PURSUANT TO A BOND PURCHASE AGREEMENT; PROVIDING FOR THE REGISTRATION AND AUTHENTICATION OF THE BONDS; PLEDGING REVENUES FOR PAYMENT OF DEBT SERVICE ON BONDS; PROVIDING FOR CERTAIN FEDERAL TAX COVENANTS WITH RESPECT TO THE BONDS; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; ORDERING PUBLICATION; APPROVING A SUMMARY OF THE ORDINANCE; PROVIDING FOR WAIVER OF THE READING RULES AND PROVIDING AN EFFECTIVE DATE.

**CITY OF KETCHUM, BLAINE COUNTY,  
STATE OF IDAHO WASTEWATER REVENUE BONDS, SERIES 2023**

Section 101 (Definitions) defines certain capitalized terms used in the Series Ordinance.

Section 201 (Authority for Series Ordinance) Provides that the Series Ordinance is adopted by the City of Ketchum, Blaine County, Idaho (the “City”) pursuant to the provisions of the Act and the Master Ordinance

Section 202 (Finding and Purpose) Provides findings and determinations required to provide funds to finance and refinance certain improvements to the City’s Wastewater System with proceeds of issuance and sale of the Series 2023 Bonds.

Section 203 (Authorization of Series 2023 Bonds, Designation; Confirmation of Pledged Revenues) Authorizes the Series 2023 Bonds; provides the designation of the Series 2023 Bonds, and security of payment thereof from Net Revenues.

Section 204 (Issue Date) Provides that the issue date shall be the date of delivery of the Series 2023 Bonds.

Section 205 (Description of the Series 2023 Bonds) Provides that the Series 2023 Bonds shall be issued in fully registered form in Authorized Denominations; provides the form of the Series 2023 Bonds; and

provides that principal and interest on the Series 2023 Bonds shall be payable as provided in the Delegation Certificate.

Section 206 (Authorization of Actions Preliminary to Sale of Series 2023 Bonds) Provides for the negotiated sale of the Series 2023 Bonds to the Underwriter; authorizes publication of a notice pursuant to Idaho Code, Section 57-215; and approves substantial forms of the Bond Purchase Agreement, the Preliminary Official Statement, the Official Statement, the Continuing Disclosure Agreement.

Section 207 (Sale of Series 2023 Bonds, Delegation Authority) Provides for delegation to the City Administrator, a Delegated Officer, to approve the final terms of the Series 2023 Bonds and for execution by the Delegated Officer of the Terms Certificate upon approval of the final terms.

Section 208 (Execution of Series 2023 Bonds) Provides for the manner of execution of the Series 2023 Bonds.

Section 209 (Registration of Series 2023 Bonds) Provides that Zions Bancorporation, National Association shall act as Series 2023 Bond Registrar for the Series 2023 Bonds and provides for the registration of the Series 2023 Bonds.

Section 210 (Redemption and Purchase) Provides for the manner of redeeming and/or purchasing the Series 2023 Bonds by the City.

Section 301 (Creation of Accounts and/or Subaccounts under Funds) Creates and/or ratifies the following: 2023 Debt Service Account under Bond Fund for payment of debt service on the Series 2023 Bonds; Series 2023 Project Account under the Project Fund for payment of the costs of the Series 2023 Project and costs of issuance of the Series 2023 Bonds.

Section 401 (Pledge of Revenues) Provides that the City shall not take any action to cause the Series 2023 Bonds to be arbitrage bonds, within the meaning of Section 103 and 148 of the Code.

Section 402 (Non-Arbitrage) Authorizes the City's Tax Certificate to comply with federal tax requirements.

Section 501 (Effect of Series Ordinance) Provides that the Master Ordinance is amended and supplemented as provided by the Series Ordinance.

Section 502 (Ratification) Ratifies, confirms, and approves all proceedings, resolutions, and ordinances in connection with the sale and issuance of the Series 2023 Bonds.

Section 503 (Severability) Provides that other covenants and agreements in the Series Ordinance are not affected if one is made invalid.

Section 504 (Conflict) Repeals all resolutions, orders and regulations or parts thereof conflicting with the Series Ordinance.

Section 505 (Captions) Provides that table of contents and captions and headings are for convenience only.

Section 506 (Savings Clause) Provides that except as amended by the Series Ordinance, the Master Ordinance shall remain in full force and effect.

Section 507 (Effective Date) Provides that the Series Ordinance shall take effect from and after its passage and publication of this summary as required by law.

Section 508 (Publication) Provides for the publication of a summary of the Series Ordinance and approves the form and content of this Summary of Ordinance.

Exhibit A: Sets forth the substantial form of the Series 2023 Bonds.

Exhibit B: Sets forth the substantial form of the Notice of Private Negotiated Bond Sale.

Exhibit C: Sets forth the substantial form of the Bond Purchase Agreement.

Exhibit D: Sets forth the substantial form of the Terms Certificate.

Exhibit E: Sets forth this summary for publication.

The full text of Ordinance No. \_\_\_\_ is available at City Hall and will be provided to any citizen upon personal request during normal office hours.

DATED this \_\_\_\_ day of [\_\_\_\_], 2023.

CITY OF KETCHUM, IDAHO

By: \_\_\_\_\_  
NEIL BRADSHAW, MAYOR

ATTEST:

\_\_\_\_\_  
TRENT DONAT, CITY CLERK

I, the undersigned City Attorney for and legal advisor to the City of Ketchum, Idaho, hereby certify that I have read the foregoing Summary of Ordinance No. \_\_\_\_ of the City of Ketchum, and that the same is true and complete and provides adequate notice to the public of the contents of said Ordinance.

DATED this \_\_\_\_ day of [\_\_\_\_], 2023.

\_\_\_\_\_  
City Attorney

# **CITY OF KETCHUM, IDAHO**

## **BOND PURCHASE AGREEMENT**

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## **BOND PURCHASE AGREEMENT**

### **1. Parties and Relevant Dates**

*Issuer:* City of Ketchum, Idaho.

*Underwriter:* Piper Sandler & Co.

*Securities:* \$[ ] Wastewater Revenue Bonds, Series 2023.

*Acceptance Deadline:* April 11, 2023 10:00 p.m. (Mountain time).

*Closing Date:* April 25, 2023.

### **2. Defined Terms**

*All capitalized terms used in this Agreement and not otherwise defined are used as defined in the Authorizing Documents or the Official Statement:*

*Acceptance Deadline:* The date set forth in Section 1, being the date and time by which the Issuer must accept this Agreement.

*Accountants:* Workman & Company, Twin Falls, Idaho, the public accountants of the Issuer and/or any entity whose audited financial statements are included in the Preliminary Official Statement and the Official Statement.

*Act:* Chapter 10, Title 50 and Chapter 2, Title 57, Idaho Code, as amended.

*Agreement:* This Bond Purchase Agreement, dated the Effective Date, including **Schedule I** attached hereto.

*Authorizing Documents:* Master Ordinance No. \_\_ and Series Ordinance No. \_\_ adopted by the City Council of the Issuer on March 27, 2023, authorizing the issuance of the Securities, as amended and supplemented to the Closing Date.

*Bond Counsel:* Skinner Fawcett LLP.

*Closing Date:* The date set forth in Section 1 of this Agreement, being the date of the issuance and delivery of the Securities.

*Continuing Disclosure Undertaking:* The continuing disclosure undertaking or agreement, if any, entered into by the Issuer with respect to the Securities in accordance with Rule 15c2-12 (which may be a separate document or may be included in the Authorizing Documents or another Issuer Document).

*Creditors' Rights Laws:* Limitations on enforceability as may result from bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally from time to time in effect and from the application of general principles of equity and from public policy limitations on the exercise of any rights to indemnification and contribution.

*Disclosure Counsel:* Skinner Fawcett LLP.

*DTC:* The Depository Trust Company.

*Effective Date and Time:* The date and time that this Agreement is effective, as set forth in Section 1 of this Agreement.

*End of the Underwriting Period:* The later of (i) the Closing Date or (ii) when the Underwriter no longer retains an unsold balance of the Securities.

*Exchange Act:* The Securities Exchange Act of 1934, as amended.

*Excluded Sections:* For purposes of the representations and warranties of the Issuer set forth in Section 9(a)(viii), the indemnification provisions set forth in Section 16 and the opinions of Issuer's Counsel and Disclosure Counsel required pursuant to Section 13, the "Excluded Sections" of the Preliminary Official Statement and the Official Statement shall be: (i) the section describing DTC and its book-entry-only procedures, (ii) the section captioned "Underwriting" if provided in writing by the Underwriters and (iii) the following additional sections, if any: offering price(s), interest rate(s), selling compensation, aggregate principal amount, delivery dates, credit enhancement, if any, ratings, and other terms of the Securities depending on such matters.

*Issuer:* The Issuer of the Securities, identified in Section 1.

*Issuer Documents:* All financing documents to which the Issuer is a party relating to the issuance of and security for the Securities, as such documents are amended and supplemented to the Closing Date, including, but not limited to:

- (i) this Agreement,
- (ii) any Continuing Disclosure Undertaking, if contained separately or in the Authorizing Documents,
- (iii) other applicable financing or operative documents to which the Issuer is a party, as such documents are amended and supplemented to the Closing Date, including any trust indenture, loan agreement, security instrument, remarketing agreement and any agreement with the Bond Insurer or Support Facility Provider, if any, as set forth below:

*Issuer's Counsel:* White, Peterson, Gigray & Nichols, P.A.

*MSRB:* Municipal Securities Rulemaking Board.

*Official Statement:* The Official Statement relating to the Securities dated the date of sale of the Securities pursuant to this Agreement, together with all appendices or exhibits, any materials incorporated by reference therein and any amendments or supplements thereto.

*Paying Agent:* Zions Bancorporation, National Association, acting as paying agent for the Securities.



*Policy:* A municipal bond insurance policy, if any, issued by the Bond Insurer, insuring the payment when due of principal of and interest on the Securities (or certain specified series or maturities), as identified in the Agreement and Acceptance.

*Preliminary Official Statement:* Preliminary Official Statement dated \_\_\_\_\_, 2023, relating to the Securities, together with all appendices or exhibits, any materials incorporated by reference therein and any amendments or supplements thereto.

*Primary Offering Disclosure Period:* The period commencing with the first submission to an underwriter of an order for the purchase of the Securities or the purchase of such Securities from the Issuer, whichever first occurs, and ending 25 days after the final delivery by the Issuer or its agent of all Securities to or through the underwriting syndicate or sole underwriter.

*Purchase Price:* The amount specified in Section 5 as the Purchase Price to be paid by the Underwriter at the Closing for the purchase of the Securities on the Closing Date.

*Rule 15c2-12:* Rule 15c2-12 promulgated by the SEC under the Exchange Act.

*SEC:* Securities and Exchange Commission of the United States.

*Securities:* The Securities identified in Section 1 on the first page of this Agreement, as more specifically described in **Schedule I**.

*Securities Act:* The Securities Act of 1933, as amended.

*State:* Idaho.

*Trust Estate:* The revenues and/or other funds pledged or otherwise identified by the Issuer as security or the source of payment for the Securities as set forth in the Authorizing Documents.

*Trust Indenture Act:* Trust Indenture Act of 1939, as amended.

*Underwriter:* The firm identified as such in Section 1 of this Agreement.

### **3. Offer to Purchase the Securities; Execution of Terms and Acceptance**

The Issuer and the Underwriter are entering into this Bond Purchase Agreement (the "*Agreement*"), to provide for the purchase and sale of the Securities. The Securities are further described in **Schedule I**.

The Underwriter hereby offers to purchase all (but not less than all) of the Securities from, and to enter into this Agreement with, the Issuer. This offer is subject to acceptance by the Issuer by the Acceptance Deadline and, if not so accepted, will be subject to withdrawal by the Underwriter by written notice delivered to the Issuer at any time prior to acceptance. The Issuer shall accept this Agreement by its execution hereof. Upon such execution, the Agreement will be binding upon the Underwriter and the Issuer. This Agreement is effective as of the Effective Date and Time.

#### **4. Purchase of the Securities**

The Underwriter shall purchase from the Issuer, and the Issuer shall sell to the Underwriter, all (but not less than all) of the Securities on the Closing Date at the aggregate Purchase Price set forth below, plus accrued interest, if any. The Securities shall bear interest at the rates per annum, mature on the dates, be sold to the public at the prices and be subject to optional and mandatory sinking fund redemption prior to maturity and to such other terms and provisions, all as set forth in **Schedule I**. The Securities otherwise shall be as described in the Official Statement, the Authorizing Documents, and the Issuer Documents. The Underwriter's agreement to purchase the Securities from the Issuer is made in reliance upon the Issuer's representations, covenants and warranties and on the terms and conditions set forth in this Agreement.

The Issuer acknowledges and agrees that: (i) the primary role of Piper Sandler & Co., as an underwriter, is to purchase securities for resale to investors in an arms-length commercial transaction between the Issuer and Piper Sandler and that Piper Sandler & Co. has financial and other interests that differ from those of the Issuer (ii) Piper Sandler & Co. is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer or any other person or entity and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether Piper Sandler has provided other services or is currently providing other services to the Issuer on other matters) (iii) the only obligations Piper Sandler & Co. has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement and (iv) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein.

#### **5. Purchase Price**

The Purchase Price of the Securities is \$\_\_\_\_\_ (representing the principal amount of the Securities, less an Underwriter's discount of \$\_\_\_\_\_, and less/plus net original issue discount/premium of \$\_\_\_\_\_), plus accrued interest, if any, to the Closing Date. The Purchase Price shall be payable on the Closing Date by the Underwriter to or as directed by the Issuer by wire transfer in immediately available funds.

#### **6. Public Offering**

The Underwriter agrees to make a bona fide initial public offering of all the Securities in compliance with federal and state securities laws, at a price not in excess of the initial offering price set forth in the Official Statement. The Underwriter may change the initial offering price or prices as they deem necessary in connection with the offering of the Securities without any requirement of prior notice, and may offer and sell the Securities to certain institutions at prices lower than those stated in the Official Statement. Upon the request of Bond Counsel, the Underwriter shall execute and deliver prior to the Closing an issue price certificate or similar certificate in form and substance reasonably satisfactory to Bond Counsel and the Underwriter.

#### **7. Official Statement**

The Issuer hereby consents to and ratifies the use and distribution by the Underwriter of the Official Statement in connection with the public offering and sale of the Securities by the Underwriter. The Issuer hereby represents and warrants that the Official Statement previously

furnished to the Underwriter was “deemed final” by the Issuer as of its date for purposes of Rule 15c2-12.

(a) The Issuer, at its cost, shall provide, or cause to be provided, to the Underwriter within seven business days after the date of this Agreement (or within such shorter period as may be approved by the Underwriter or required by applicable rule) such number of copies of a final Official Statement as reasonably requested by the Underwriter, but in sufficient quantity to permit the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12, and Rule G-32 and any other applicable rules of the SEC and the MSRB.

(b) The Issuer authorizes the Underwriter to file, to the extent required by any applicable SEC or MSRB rule, and the Underwriter agrees to so file, the Official Statement with the MSRB or its designee. If an amended Official Statement is prepared during the “primary offering disclosure period,” and if required by any applicable SEC or MSRB rule, the Underwriter also shall make the required filings of the amended Official Statement. The Issuer shall provide the Underwriter with the information necessary to complete MSRB Form G-32 for all filings to be made under this Section 8.

(c) The Preliminary Official Statement and the Official Statement may be delivered in printed and a “designated electronic format” as defined in the MSRB’s Rule G-32 and as may be agreed by the Issuer and the Underwriter. If the Official Statement has been prepared in electronic form, the Issuer hereby confirms that it does not object to distribution of the Official Statement in electronic form.

(d) The Issuer shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter. The Issuer covenants to notify the Underwriter promptly if, on or prior to the 25th day after the End of the Underwriting Period, (or such other period as may be agreed to by the Issuer and the Underwriter) any event shall occur, or information comes to the attention of the Issuer, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and if in the opinion of the Underwriter such event requires the preparation and distribution of a supplement or amendment to the Official Statement, to prepare and furnish to the Underwriter, at the Issuer’s expense, such number of copies of the supplement or amendment to the Official Statement, in (i) a “designated electronic format” consistent with the requirements of the MSRB’s Rule G-32 and (ii) a printed format form in substance mutually agreed upon by the Issuer and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing Date, the Issuer also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

## **8. Representations and Warranties**

(a) Representations and Warranties of the Issuer. The Issuer hereby agrees with, and makes the following representations and warranties to, the Underwriter, as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:

(i) The Issuer is duly created and existing under the constitution and laws of the State and has full legal right, power and authority under the constitution and laws of the State, including the

Act, to adopt the Authorizing Documents, to execute and deliver the Issuer Documents and the Official Statement, to issue, sell and deliver the Securities as provided herein, and to carry out and to consummate the transactions contemplated by the Authorizing Documents, the Issuer Documents and the Official Statement.

(ii) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized and approved (A) the distribution of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement for use by the Underwriter in connection with the public offering of the Securities, (B) the issuance and sale of the Securities upon the terms set forth herein and as contemplated by the Authorizing Documents, the Issuer Documents and the Official Statement and (C) the execution and delivery of, and the performance by the Issuer of the obligations on its part contained in, the Securities, the Authorizing Documents and the Issuer Documents.

(iii) The Securities will be issued in conformity with and entitled to the benefit and security of the Authorizing Documents and the Issuer Documents, including the pledge or application thereunder of the Trust Estate.

(iv) This Agreement constitutes a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms; the other Issuer Documents, when duly executed and delivered, will constitute the legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms; and the Securities, when issued, authenticated and delivered in accordance with the Issuer Documents and sold to the Underwriter as provided herein, will be the legal, valid and binding obligations of the Issuer enforceable in accordance with their terms; in all cases, except as the enforceability of this Agreement, the other Issuer Documents and the Securities may be limited by application of Creditors' Rights Laws.

(v) The Issuer is not in breach of or default in any material respect under (if applicable) its charter documents, its articles of incorporation or its bylaws or under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the Issuer under any of the foregoing.

(vi) Except as may be described in the Preliminary Official Statement or the Official Statement, the Issuer is not in breach of or default in any material respect under (if applicable) its charter documents, its articles of incorporation or its bylaws or under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the Issuer under any of the foregoing.

(vii) The adoption, execution and delivery of the Securities, the Authorizing Documents and the Issuer Documents, and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its

property or assets are otherwise subject, and such adoption, execution, delivery or compliance will not result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature upon the Trust Estate or the property or assets, if any, of the Issuer to be pledged to secure the Securities or under the terms of any such law, regulation or instrument, except as provided by the Securities, the Authorizing Documents and the Issuer Documents.

(viii) All authorizations, approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect, the issuance of the Securities or the due performance by the Issuer of its obligations under the Authorizing Documents, the Issuer Documents and the Securities have been duly obtained or will be obtained prior to the Closing.

(ix) The Preliminary Official Statement as of its date did not, and the Official Statement as of its date does not and as of the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, the Issuer makes no statement as to the Excluded Sections of the Preliminary Official Statement or the Official Statement.

(x) The financial statements of the Issuer contained in the Preliminary Official Statement and the Official Statement fairly present the financial position and results of operations of the Issuer as of the dates and for the periods therein set forth in accordance with generally accepted accounting principles consistently applied, and, since the date thereof, there has been no material adverse change in the financial position or results of operations of the Issuer.

(xi) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, agency, public board or body, pending or, to the knowledge of the Issuer, threatened against the Issuer: (A) affecting the existence of the Issuer or the titles of its officers to their respective offices, (B) seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Securities or the pledge or collection by the Issuer of the Trust Estate or the making of any other required deposits with respect to the Securities, (C) in any way contesting or affecting the validity or enforceability of, or the power or authority of the Issuer to issue, adopt or to enter into (as applicable), the Securities, the Authorizing Documents or the Issuer Documents, (D) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto, (E) except as disclosed in the Official Statement, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the Issuer or would result in any material adverse change in the ability of the Issuer to pledge or apply the Trust Estate or to pay debt service on the Securities, or (F) contesting the status of the interest on the Securities as excludable from gross income for federal income tax purposes or as exempt from any applicable state tax, in each case as described in the Official Statement.

(xii) The Issuer has received all licenses, permits or other regulatory approvals required, if any, for the pledge, collection and/or application by the Issuer of the Trust Estate and the Issuer is not in material default, and no event has occurred which would constitute or result in a material default, under any such licenses, permits or approvals.

(xiii) As required in accordance with Rule 15c2-12, the Issuer has entered or will enter into the Continuing Disclosure Undertaking and, unless otherwise described in the Official Statement or

set forth below, the Issuer has not failed during the previous five years to comply in all material respects with any previous undertakings in a written continuing disclosure contract or agreement under Rule 15c2-12.

(xiv) The Authorizing Documents, the Issuer Documents and the Securities conform to the description thereof contained in the Official Statement.

(xv) The Issuer has the legal authority to apply proceeds of the Securities for the purposes contemplated by the Authorizing Documents and the Issuer Documents, including for the payment or reimbursement of incidental expenses in connection with the marketing, issuance and delivery of the Securities to the extent required by this Agreement and in compliance with applicable law.

(b) Covenants of the Issuer.

The Issuer hereby covenants with the Underwriter that:

(i) Prior to the Closing Date, except as otherwise contemplated by the Official Statement, the Issuer shall not create, assume or guarantee any indebtedness payable from, or pledge or otherwise encumber, the Trust Estate or other assets, properties, funds or interests that will be pledged as security for the Securities pursuant to the Authorizing Documents and the Issuer Documents.

(ii) The Issuer shall cooperate with the Underwriter in the qualification of the Securities for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions, to the extent applicable, as the Underwriter may request; provided that the Issuer shall not be required to qualify as a foreign corporation in, or submit to the general jurisdiction of, any other state or to file any general or special consents to service of process under the laws of any jurisdiction.

(iii) The Issuer shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable state tax, of the interest on the Securities.

(c) Representations and Warranties of the Underwriter. The Underwriter hereby agrees with, and makes the following representations and warranties to, the Issuer, as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:

(i) The Underwriter is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

(ii) This Agreement has been duly authorized, executed and delivered by the Underwriter and, assuming the due authorization, execution and delivery by the Issuer, is the legal, valid and binding obligation of the Underwriter enforceable in accordance with its terms, except as the enforceability of this Agreement may be limited by application of Creditors' Rights Laws.

(iii) The Underwriter represents that it is licensed by and registered with the Financial Industry Regulatory Authority as a broker-dealer and the MSRB as a municipal securities dealer.

## 9. Ratings

The following ratings on the Securities shall be in effect on the Closing Date:

S&P: \_\_\_\_\_

## 10. Closing

(a) The delivery of and payment for the Securities shall be the “Closing” for the Securities and shall occur at or prior to 1:00 p.m., Eastern time, on the Closing Date, or at such other time or on such other date as may be mutually agreed by the Underwriter and the Issuer. The location of the Closing shall be the offices of Bond Counsel.

(b) At the Closing, the Issuer shall deliver or cause to be delivered the Securities to DTC or to the Trustee or Paying Agent on behalf of the Underwriter, as further described in paragraph (c) below. The Securities shall be delivered in definitive form, duly executed by the Issuer and authenticated by the Trustee or Paying Agent, together with the other documents identified in Section 12. Subject to satisfaction of the conditions contained in this Agreement, the Underwriter will accept delivery of the Securities as described above and pay the Purchase Price, plus accrued interest, if any, on the Securities from their dated date to, but not including, the Closing Date, in immediately available funds, payable to the order of the Trustee or as otherwise directed by the Issuer. If as set forth in **Schedule I** the Underwriter is to be paid an underwriting commission (in lieu of receiving an underwriting discount), the Issuer shall pay the underwriting commission to the Underwriter in immediately available funds on the Closing Date.

(c) Delivery of the definitive Securities shall be made through the facilities of DTC’s book-entry-only system in New York, New York, or at such other location as may be designated by the Underwriter prior to the Closing. The Securities will be delivered as fully-registered bonds, bearing CUSIP numbers, with a single bond for each maturity of each series of the Securities (or, if so provided in **Schedule I**, for each separate interest rate within a maturity), and registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Securities. Unless otherwise requested by the Underwriter, the Securities will be delivered under DTC’s FAST Automated Securities delivery system.

## 11. Closing Conditions

The Underwriter shall receive on the Closing Date, in form and substance satisfactory to Bond Counsel and to the Underwriter, each item specified below, unless waived by the Underwriter:

- (i) The approving opinion of Bond Counsel, addressed to the Underwriter (or addressed to the Issuer with a reliance letter addressed to the Underwriter), dated the Closing Date, and in substantially the form included as an appendix to the Official Statement.
- (ii) The Supplemental Opinion of Bond Counsel dated the Closing Date and addressed to the Underwriter as to descriptions of the Securities in the Official Statement and that the Securities are exempt from registration under the Securities Act and that the Resolution is exempt from qualification under the Trust Indenture Act.

- (iii) The opinion of Issuer's Counsel, dated the Closing Date and addressed to the Underwriter and Bond Counsel as to the existence of the Issuer, the authority of the Issuer to adopt the Authorizing Documents and enter the Issuer Documents, no litigation, and such other matters as the Underwriter and the Bond Counsel may reasonably request.
- (iv) A certificate dated the Closing Date of an authorized officer of the Issuer to the effect that:
  - (A) the representations and warranties of the Issuer contained in this Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date;
  - (B) the Issuer has complied with all of the agreements herein and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing;
  - (C) no event affecting the Issuer has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the Closing Date any statement or information contained in the Preliminary Official Statement or the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect; and
  - (D) there is no action, suit, proceeding or investigation before or by any court or public board or body pending or threatened against the Issuer to restrain or enjoin the issuance, execution or delivery of the Securities or in any manner questioning the Authorizing Documents proceedings or authority for the issuance of the Securities or affecting directly or indirectly the validity of the Securities or of any provisions made or authorized for their payment or contesting the existence of the Issuer or the authority of any of its officers to their respective offices.
- (v) Written evidence that the rating(s) on the Securities by the applicable rating services, as set forth in Section 10, are in effect as of the Closing Date.
- (vi) A copy of the Blanket Letter of Representations to DTC relating to the Securities signed by the Issuer.
- (vii) True and complete copies of all opinions, certificates and other documents delivered to the Underwriter under the Authorizing Documents and the Issuer Documents; and such additional legal opinions, certificates, instruments and other documents as the Underwriter or Bond Counsel reasonably may request, in form and substance satisfactory to the Underwriter or Bond Counsel, as the case may be, to evidence (A) compliance by the Issuer with legal requirements reasonably relating to the transactions contemplated by the Official Statement and this Agreement, (B) the truth and completeness, as of the date thereof, of the



statements and information contained in the Preliminary Official Statement, (C) the truth and completeness, as of the date thereof and as of the time of the Closing, of the statements and information contained in the Official Statement, (D) the truth and completeness, as of the time of the Closing, of the representations and warranties of the Issuer contained in this Agreement and the certificates and other documents referred to in this Agreement, and (E) the due performance or satisfaction by the Issuer at or prior to the Closing of all agreements then to be satisfied.

## **12. Issue Price Certificate**

Upon request of Bond Counsel, the Underwriter shall execute and deliver on the Closing Date an issue price or similar certificate pursuant to this Section, Section 6 and Section 12, in form and substance reasonably satisfactory to the Issuer, Bond Counsel and the Underwriter.

## **13. Accountants' Letter**

No Accountants' letters will be delivered in connection with issuance of the Securities.

## **14. Termination**

The Underwriter shall have the right to cancel its obligation to purchase the Securities and to terminate this Agreement by written notice to the Issuer if, between the Effective Date to and including the Closing Date, in the Underwriter's sole and reasonable judgment any of the following events shall occur (each a "Termination Event"):

(a) the market price or marketability of the Securities, or the ability of the Underwriters to enforce contracts for the sale of the Securities, shall be materially adversely affected by any of the following events:

(i) legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Securities, provided that this paragraph (a) (i) shall not apply if the Securities are being issued as taxable Securities; or

(ii) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere; or

(iii) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall

have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(iv) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Securities, the Bond Legislation or the Issuer Documents, or any comparable securities of the Issuer, are not exempt from the registration, qualification or other requirements of the Securities Act or the Trust Indenture Act or otherwise, or would be in violation of any provision of the federal securities laws; or

(v) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the Issuer shall have occurred; or

(vi) any rating on securities of the Issuer which are secured by a pledge or application of the Trust Estate on a parity with the Securities or

- (b) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Securities or the ability of the Underwriters to enforce contracts for the sale of the Securities; or
- (c) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or
- (d) a material disruption in securities settlement, payment or clearance services affecting the Securities shall have occurred; or
- (e) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or
- (f) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Securities,

including the underlying obligations as contemplated by this Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Securities, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act.

Upon the occurrence of a Termination Event and the termination of this Agreement by the Underwriter, all obligations of the Issuer and the Underwriter under this Agreement shall terminate, without further liability, except that: the Issuer and the Underwriter shall pay their respective expenses as set forth in Section 16 below.

## **15. Payment of Expenses**

(a) The Underwriter shall be under no obligation to pay, and the Issuer shall pay from available funds under the Authorizing Documents and the Issuer Documents or from other funds of the Issuer, all expenses that are incidental to the performance of the Issuer's obligations under this Agreement, including but not limited to: all expenses in connection with the printing of the Preliminary Official Statement, the Official Statement and any amendment or supplement to either; all expenses in connection with the printing, issuance and delivery of the Securities; the fees and expenses of Bond Counsel, Issuer's Counsel and Disclosure Counsel, if any; the fees and expenses of the Issuer's financial advisors, Accountants, any verification consultant and all other consultants; the fees of the Paying Agent, and its respective counsel, if any; all expenses in connection with obtaining a rating or ratings for the Securities; all expenses of the Issuer in connection with the preparation, printing, execution and delivery, and any recording or filing, of the Authorizing Documents, any Issuer Document or any other instrument; the Issuer's administrative fees; all fees and expenses in connection with any interest rate swap agreement and related transactions; and all other expenses and costs of the Issuer incident to its obligations in connection with the authorization, issuance, sale and distribution of the Securities. Unless the Issuer and the Underwriter otherwise agree, the Issuer shall pay for all incidental costs (including, but not limited to, transportation, lodging, meals and entertainment of Issuer personnel) incurred by or on behalf of the Issuer in connection with the marketing, issuance and delivery of the Securities.

(b) The Underwriter shall pay all other expenses incurred by the Underwriter in connection with the public offering and distribution of the Securities.

## **16. Notices**

Any notice or other communication to be given to the Issuer under this Agreement may be given by certified mail or by delivering the same in writing to the Issuer, Attention: Trent Donat, City Clerk and Business Manager, PO Box 2315, Ketchum, Idaho 83340, and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to the Underwriter, Attention: Eric Heringer, Managing Director, 101 S. Capitol Blvd, Suite 603, Boise, Idaho 83702, or to such other addresses as one party shall furnish the other in writing for receipt of notice.

## **17. Governing Law**

This Agreement shall be governed by the laws of the State of Idaho.

## **18. Miscellaneous**

This Agreement is made solely for the benefit of the signatories hereto (including the Underwriter and its successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof. Neither the Issuer nor the Underwriter may assign this Agreement. The term “successor” shall not include any holder of any Securities merely by virtue of such holding. All representations, warranties, agreements and indemnities contained in this Agreement shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the Underwriter, and shall survive the delivery of and payment for the Securities and any termination of this Agreement. Section headings have been included in this Agreement as a matter of convenience of reference only and are not to be used in the interpretation of any provisions of this Agreement. If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, because it conflicts with any provisions of any constitution, statute, rule of public policy or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

## **19. Certification of Compliance with Anti-Boycott Against Israel Act**

The Underwriter hereby certifies, pursuant to Idaho Code, Section 67-2346, that the Underwriter, including any wholly owned subsidiaries, majority-owned subsidiaries, parent companies or affiliates of the Underwriter, is not currently engaged in, and will not for the duration of this Agreement, engage in, a boycott of goods or services from Israel or territories under its control except as otherwise permitted by applicable federal law.

## **20. Counterparts**

This Agreement may be executed in one or more counterparts with the same force and effect as if all signatures appeared on a single instrument.

## **21. Signatures**

Upon execution by the Issuer and the Underwriter, this Agreement shall be binding upon the Issuer and the Underwriter as of the Effective Date and Time.

*[The following pages are the execution pages to this Agreement and referenced Schedules.]*

ACCEPTED AND AGREED:

ISSUER:

CITY OF KETCHUM, IDAHO

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

Name: Jade Riley

Title: City Administrator

*Effective Date: April 11, 2023*

*Time: \_\_\_\_\_ p.m. (Mountain Time).*

PIPER SANDLER & CO.

By: \_\_\_\_\_  
Name: Eric Heringer  
Title: Managing Director

**Schedule I**  
**Terms of the Securities**

<b><u>Principal Amount</u></b>	<b><u>Maturity ( )</u></b>	<b><u>Interest Rate</u></b>	<b><u>Offering Price or Yield</u></b>
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**Mandatory Sinking Fund Schedule:**

Securities Maturing on \_\_\_\_\_, \_\_\_\_\_:

<b><u>Date ( )</u></b>	<b><u>Principal Amount</u></b>
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Securities Maturing on \_\_\_\_\_, \_\_\_\_\_:

<b><u>Date ( )</u></b>	<b><u>Principal Amount</u></b>
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**Optional Redemption:**

## CONTINUING DISCLOSURE AGREEMENT

**City of Ketchum, Idaho**  
**\$ \_\_\_\_\_ Wastewater Revenue Bonds, Series 2023**

THIS CONTINUING DISCLOSURE AGREEMENT (the “Agreement”) is executed and delivered by the City of Boise City, Idaho (the “Issuer”) and Zions Bancorporation, National Association (the “Disclosure Agent”) in connection with the issuance \$ \_\_\_\_\_ Wastewater Revenue Bonds, Series 2023 (the “Series 2023 Bonds”) being issued pursuant to Ordinance No. 23- [ ], adopted by the City on [March 27], 2023 (the “Master Ordinance”) and Ordinance No. 23- [ ], adopted by the City on [March 27], 2023 (the “Series Ordinance” and together with the Master Ordinance, collectively, the “Bond Ordinance”). The Agreement is executed and delivered as of the date set forth below in order for the Issuer to authorize and direct the Disclosure Agent, as the agent of the Issuer, to make certain information available to the public in compliance with Section (b)(5)(i) of Rule 15c2-12, as hereinafter defined.

WITNESSETH:

1. **Background.** The CUSIP number assigned to the final maturity of the Series 2023 Bonds is [\_\_\_\_\_].

2. **Appointment of Disclosure Agent.** The Issuer hereby appoints the Disclosure Agent and any successor Disclosure Agent acting as such under this Agreement to disseminate the financial information and notices furnished by the Issuer hereunder in the manner and at the times as herein provided and to discharge the other duties assigned.

3. **Annual Reports of the Issuer.**

a. **Provisions of Annual Reports.** The Issuer agrees, in accordance with the provisions of Rule 15c2-12, to provide or cause to be provided through the Repository, not later than 210 days following the close of each fiscal year of the Issuer (October 1 - September 30) for all fiscal years beginning with the fiscal year ending September 30, 2023, the annual financial information and operating data (the “Annual Report”) described in Section 3b herein. The Issuer further agrees, in accordance with the Rule 15c2-12, to provide or cause to be provided in a timely manner through the Repository notice of any failure to provide or cause to be provided the Annual Report or any part thereof, as described in this paragraph.

b. **Contents of Annual Report.** The Annual Report shall include the audited financial statements of the Issuer prepared in accordance with generally-accepted accounting principles, together with the report thereon of the Issuer’s independent auditors, beginning with the Fiscal Year ending September 30, 2023. If audited financial statements are not available by the time specified herein, unaudited financial statements will be provided and audited financial statements will be provided when, and if, available. The Issuer shall include with each submission a written representation addressed to the Disclosure Agent to the effect that the financial statements are the financial statements required by this Agreement and that they comply with the applicable requirements of this Agreement. For the purposes of determining whether information received from the Issuer is the required financial statements, the Disclosure Agent shall be entitled conclusively to rely on the Issuer’s written representation made pursuant to this Section.



The Annual Report shall also include the other financial, statistical, and operating data for said fiscal year of the Issuer in the form and scope similar to the financial, statistical, and operating data contained in the Official Statement, specifically the tables and/or information contained under the following headings and subheadings of the Official Statement:

1. Table titled “Long-Term Indebtedness” in the Section titled “Outstanding Long-Term Debt” in the Official Statement.
2. Table titled “Ten Largest Facility Customers” in the Section titled “Service Area” in the Official Statement.
3. Table titled “Net Revenues and Debt Service Coverage Summary – Wastewater Fund” in the Section titled “Financial Reports” in the Official Statement.
4. Table titled “Wastewater Fund – Statement of Revenues, Expenditures and Changes in Fund Net Position,” in the Section titled “Financial Reports” in the Official Statement.
5. Table titled “Water Renewal Fund – Statement of Net Position” in the Section titled “Financial Reports” in the Official Statement.

Inclusion of the tables listed in 4 and 5 above will be satisfied by submission of the City’s audited financial statements so long as the audited financial statements contain full reports of the Wastewater Fund, and so long as the other financial, statistical and operating data indicates the tables listed in 4 and 5 above are satisfied by the City’s audited financial statements. If such information is ever removed from the audited financial statements, the City shall create and update the tables as presented in the Official Statement and provide them in accordance with the terms hereof.

Notwithstanding, any or all the items listed above in this Section 3b may be incorporated by reference from other documents, including official statements of debt issues of the Issuer which have been previously submitted to the Repository or the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such document incorporated by reference.

**4. Notice of Certain Events.** The Issuer agrees, in accordance with the provisions of the Rule 15c2-12, to provide or cause to be provided through the Repository, in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the following events with respect to the Series 2023 Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Nonpayment-related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-

TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

- (7) Modifications to rights of security holders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution or sale of property securing repayment of the securities, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person<sup>1</sup>;
- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material; and
- (15) Incurrence of a Financial Obligation of the obligated person, if material; or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect securities holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

The Disclosure Agent shall attempt to promptly advise the Issuer whenever, in the course of performing its duties under this Agreement, the Disclosure Agent identifies an occurrence which would require the Issuer to provide a notice of the occurrence of any of the events listed in this Section 4; provided that the failure of the Disclosure Agent so to advise the Issuer of such

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<sup>1</sup> For the purposes of the event identified in paragraph (12) above, the event is considered to occur when any of the following occur: The appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of an obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of an obligated person.

occurrence shall not constitute a breach by the Disclosure Agent of any of its duties and responsibilities hereunder.

**5. Manner and Time by Which Information is to be made Public by the Disclosure Agent.** The information required to be provided by the Issuer pursuant to Section 3 hereof shall be referred to as the Continuing Disclosure Information (the “Continuing Disclosure Information”), and the notices required to be provided by the Issuer pursuant to Section 4 hereof shall be referred to as the Event Information (the “Event Information”).

After the receipt of any Continuing Disclosure Information or any Event Information from the Issuer, the Disclosure Agent will deliver the information as provided in this Section 5.

a. Manner and Time of Delivery. It shall be the Disclosure Agent’s duty:

(1) to deliver the Continuing Disclosure Information to the Repository once it is received from the Issuer not later than five (5) days after receipt thereof;

(2) to deliver the Event Information to the Repository as soon as possible following receipt from the Issuer, but in no event later than the next business day;

(3) to determine the identity and address of the Repository to which Continuing Disclosure Information and Event Information must be sent under rules and regulations promulgated by the MSRB or by the SEC.

The Issuer shall deliver Continuing Disclosure Information and Event Information to the Disclosure Agent in a timely manner so that the Disclosure Agent can deliver such information to the Repository.

b. Limitation of Disclosure Agent’s Duty. The Disclosure Agent shall have no duty or obligation to disclose to the Repository any information other than (i) Continuing Disclosure Information that the Disclosure Agent has received from the Issuer and (ii) Event Information about which the Disclosure Agent has received notice from the Issuer. Any such disclosures shall be required to be made only as and when specified in this Agreement. The Disclosure Agent’s duties and obligations are only those specifically set forth in this Agreement, and the Disclosure Agent shall have no implied duties or obligations.

c. Form of Disclosure. All Continuing Disclosure Information and Event Information, or other financial information and notices pursuant to this Agreement are to be provided to the Repository in electronic PDF format (word-searchable) as prescribed by the MSRB. All documents provided to the MSRB pursuant to this Agreement must be accompanied by identifying information as prescribed by the MSRB, which the Issuer shall provide to the Disclosure Agent in a timely manner.

**6. Indemnification.** The Disclosure Agent shall have no obligation to examine or review the Continuing Disclosure Information and shall have no liability or responsibility for the compliance of this Agreement with Rule 15c2-12 or the accurateness or completeness of the Continuing Disclosure Information disseminated by the Disclosure Agent hereunder. The Continuing Disclosure Information shall contain a legend to such effect.

To the extent permitted by law, the Issuer hereby agrees to hold harmless and to indemnify the Disclosure Agent, its employees, officers, directors, agents and attorneys from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorneys’ fees and expenses, whether incurred before trial, at trial, or on appeal, or in any CONTINUING DISCLOSURE AGREEMENT – 4

bankruptcy or arbitration proceedings), which may be incurred by the Disclosure Agent by reason of or in connection with the disclosure of information in accordance with this Agreement, except to the extent such claims, damages, losses, liabilities, costs or expenses result directly from the willful or negligent conduct of the Disclosure Agent in the performance of its duties under this Agreement.

7. **Compensation.** The Issuer hereby agrees to compensate the Disclosure Agent for the services provided and the expenses incurred pursuant to this Agreement in an amount to be agreed upon from time to time hereunder. Such compensation shall be in addition to any fees previously agreed upon with respect to the fiduciary services of the Disclosure Agent in its capacity as Bond Registrar under the Ordinance.

8. **Enforcement.** The obligations of the Issuer under this Agreement shall be for the benefit of the registered and beneficial holders of the Series 2023 Bonds. Any holder of the Series 2023 Bonds then outstanding, including any Beneficial Owner (as defined in the Master Ordinance) of the Series 2023 Bonds, may enforce specific performance of such obligations by any judicial proceeding available. However, any failure by the Issuer to perform in accordance with this Agreement shall not constitute a default under the Ordinance. Neither the Issuer nor the Disclosure Agent shall have any power or duty to enforce this Agreement.

This Agreement shall inure solely to the benefit of the Issuer, the Disclosure Agent and the holders and beneficial owners from time to time of the Series 2023 Bonds and shall create no rights in any other person or entity.

9. **Definitions.** As used herein, the following terms shall have the following meanings: “MSRB” shall mean the Municipal Securities Rulemaking Board.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b); provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in Rule 15c2-12) has been provided to the MSRB consistent with Rule 15c2-12.

“Official Statement” shall mean the final Official Statement relating to the Series 2023 Bonds dated \_\_\_\_\_, 2023.

“Obligated person” as defined in Rule 15c2-12 shall mean any person, including an issuer of municipal securities, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the municipal securities to be sold in the offering (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities).

“Repository” shall mean the MSRB through its Electronic Municipal Market Access system (“EMMA”) at <http://emma.msrb.org>, or such other nationally recognized municipal securities information repository recognized by the SEC from time to time pursuant to Rule 15c2-12.

“Rule 15c2-12” shall mean Rule 15c2-12, as amended, promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

“SEC” shall mean the Securities and Exchange Commission.

9. **Amendments and Termination.** This Agreement may be amended with the mutual agreement of the Issuer and the Disclosure Agent and without the consent of any registered or beneficial holders of the Series 2023 Bonds under the following conditions:

- a. the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the obligated person or type of business conducted;
- b. this Agreement, as amended, would have complied with the requirements of Rule 15c2-12 at the time of the primary offering, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any change in circumstances; and
- c. the amendment does not materially impair the interests of holders of the Series 2023 Bonds, as determined by parties unaffiliated with the Issuer (such as nationally recognized bond counsel) or by approving vote of bondholders pursuant to the terms of the Series Ordinance at the time of the amendment.

Any party to this Agreement may terminate this Agreement by giving written notice of an intent to terminate to the other parties at least thirty (30) days prior to such termination, provided that no such termination shall relieve the obligation of the Issuer to comply with Rule 15c2-12(b)(5) either through a successor agent or otherwise.

The Issuer's next annual financial report must explain, in narrative form, the reasons for any such amendment or termination of the Agreement contained in this Agreement and the impact, as applicable, of any change in the type of operating data or financial information being provided or, in the case of accounting principles, the presentation of such operating data or financial information.

This Agreement shall be in effect from and after the issuance and delivery of the Series 2023 Bonds and shall extend to the earlier of (i) the date all principal and interest on the Series 2023 Bonds shall have been paid pursuant to the terms of the Ordinance; (ii) the date that the Issuer shall no longer constitute an "obligated person" within the meaning of Rule 15c2-12; or (iii) the date on which those portions of Rule 15c2-12 that require this written Agreement (a) are held to be invalid by a court of competent jurisdiction in a nonappealable action, (b) have been repealed retroactively, or (c) in the opinion of counsel who is an expert in federal securities laws, acceptable to the Issuer or the Disclosure Agent, otherwise, do not apply to the Series 2023 Bonds. The Issuer shall notify the Repository if this Agreement is terminated pursuant to (iii), above.

**11. Successor Disclosure Agent.** Upon the transfer of the duties from the current Disclosure Agent to a successor Disclosure Agent, such successor Disclosure Agent shall succeed to the duties under this Agreement without any further action on the part of any party, and the then current Disclosure Agent shall have no further duties or obligations upon the transfer to a successor Disclosure Agent. Such Successor Disclosure Agent may terminate this Agreement or cause it to be amended as provided in Section 10 hereof.

**12. Additional Information.** Nothing in this Agreement shall be deemed to prevent the Issuer from disseminating (or cause the Disclosure Agent to disseminate) any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Continuing Disclosure Information or notice of the occurrence of any Event Information, in addition to that which is required by this Agreement. If the Issuer chooses to include any information in any Continuing Disclosure Information or Event Information in addition to that which is specifically required by this Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Continuing Disclosure Information or notice of occurrence of any Event Information.

If the Issuer provides to the Disclosure Agent information relating to the Issuer or the Series 2023 Bonds, which information is not designated as Event Information, and directs the Disclosure

CONTINUING DISCLOSURE AGREEMENT – 6

Agent to provide such information to the Repository, the Disclosure Agent shall provide such information in a timely manner to the Repository.

**13. Notices.** Notices and the required information under this Agreement shall be given to the parties at their addresses set forth below under their signatures or at such places as the parties to this Agreement may designate from time to time.

**14. Counterparts.** This Agreement may be executed in one or more counterparts, and each such instrument shall constitute an original counterpart of this Agreement.

**15. Governing Law.** This Agreement shall be governed by the laws of the State of Idaho and Rule 15c2-12.

**16. Certification of Compliance with Anti-Boycott Against Israel Act.** The Disclosure Agent, by acceptance of this Agreement, certifies, pursuant to Section 67-2346, Idaho Code, that the Disclosure Agent, including any wholly owned subsidiaries, majority-owned subsidiaries, parent companies or affiliates of the Disclosure Agent is not currently engaged in, and will not for the duration of this Agreement, engage in, a boycott of goods or services from Israel or territories under its control.

*[Signatures on following page.]*

IN WITNESS WHEREOF, the Issuer and the Disclosure Agent have caused this Agreement to be executed and delivered by a duly authorized officer of each of them, all as of this \_\_\_\_\_th day of \_\_\_\_\_, 2023.

**ISSUER:** **CITY OF KETCHUM, BLAINE COUNTY, IDAHO**

By: \_\_\_\_\_  
JADE RILEY  
City Administrator

Notice Address:  
191 5<sup>th</sup> Street West (PO Box 2315)  
Ketchum, ID 83340  
Attn: Shellie Rubel, City Treasurer

**DISCLOSURE AGENT:** **ZIONS BANCORPORATION, NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Authorized Officer, Zions Bank Division

Notice Address:  
Zions Bancorporation, National Association  
Corporate Trust  
800 W. Main Street, Ste 700  
Boise, ID 83702  
Attention: Joe Dailey, Assistant Vice President



## City of Ketchum

February 21, 2023

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Enter Into Preliminary Fire Consolidation Discussions**

#### Recommendation and Summary

Staff is recommending the Council make the following motion:

**"I move to endorse City of Ketchum staff participation in discussions on possible cooperative efforts between the county fire and EMS agencies including discussions on possible functional and operational consolidation or mergers."**

The reasons for the recommendation are as follows:

- Past studies indicated the probability of improved services through consolidation of Ketchum and Sun Valley Fire and through the consolidation of Hailey and Wood River Fire.
- Blaine County Ambulance Board has expressed doubts on their ability to fund increased costs of EMS, while EMS calls in the county are increasing at double digit rates, leading to a need for more cost-effective solutions.
- Members of the public have expressed sentiments encouraging less competition between the agencies and more cooperation, specifically mentioning a preference to see consolidation of fire and EMS.
- The staff (including volunteers) of Ketchum Fire Department, Sun Valley Fire Department and Wood River Fire Department have indicated strong support for consolidation discussions.
- Consolidation discussions are by no means a commitment to consolidate, but are an opportunity to see if any proposals will fit for each jurisdiction.

#### Introduction and History

Consolidation efforts between the fire agencies in Blaine County have been taking place on and off for over twenty years. Several studies have been commissioned including a recommendation in 2007 to fully consolidate Sun Valley and Ketchum Fire Departments, and an update in 2013 supporting that concept. A 2011 study by ESCI provided several options for consolidation between Wood River Fire District, Hailey Fire Department and Bellevue Fire Department. Consolidation did not occur; however, several recent events have revived the discussion.



Wood River Fire District ran an unsuccessful bond effort in 2021. Wood River Fire Chief Bateman analyzed pages of comments made about the effort. The single most prevalent sentiment was “consolidate with Hailey, then we may consider funding the proposal.” Anecdotally, the Ketchum Fire Department hears the same sentiment frequently from the public.

Over the past few years, the Blaine County Ambulance District has been faced with requested for increased funding from the ambulance providers and from other fire agencies wishing to become providers. For 2022, this led to a budget that is estimated to be \$400,000 or more in the red. The Ambulance District began discussing options for reducing costs.

Ketchum’s analysis of the options included:

1. Reduce funding to the ambulance providers and accept a reduced level of service.
2. Contract with a single agency at a reduced cost.
3. Seek approval for a mill levy from the voters.
4. Explore consolidation to determine if efficiencies can be gained to offset funding challenges.

Chief Bateman and Ketchum Fire Chief Bill McLaughlin met and began discussing these options. The first two may lead to increasing discord between jurisdictions, and potential layoffs. The third seems unlikely to pass in the climate expressed by the Wood River residents, leaving the last as an attractive option.

Discussions grew to include the Ambulance District. The remaining jurisdictions were then invited to consider coming to the table. The question of whether to begin exploring options is now going to most of the jurisdictions in the county.

### Analysis

Both Chief Bateman and Chief McLaughlin have successfully led fire department consolidation efforts. These efforts resulted in organizations which provided a higher level of service following consolidation. It is possible that discussions here could lead to similar outcomes.

At this point, no jurisdiction is being asked to commit to any form of consolidation; merely to commit to engaging in discussions to examine options.

The firefighters of all of the departments have been surveyed to determine their willingness to move forward on these discussions. Ketchum firefighters expressed 95% in moving forward. In addition, they expressed 86% optimism that this effort could lead to improved cooperation. Wood River and Sun Valley firefighters also expressed over 90% interest in seeing this project move forward.

Consolidations rarely result in lower costs, but routinely deliver improved services. Stations can be located for better coverage of multiple jurisdictions. Apparatus costs can be reduced through strategic location and through shared reserve apparatus. Training and recruitment almost always improve. The cost of providing 8 paid chief officers in the valley can instead provide 4 chiefs, an EMS training captain, and a fire training captain. Filling a shift for a sick employee can be achieved by moving staffing between stations rather than calling someone in on overtime.

Consolidation can mean anything from a decision to share a fire marshal between two jurisdictions on up to a full legal merger. Chief McLaughlin suggests this topic be approached as an opportunity to put all the options on the table.

The consolidation of Whatcom Fire District 4 into North Whatcom Fire and Rescue took 2 years of planning and another year as a partial consolidation. This was followed by several more years under contract until the merger was put to a public vote to make it permanent. Timelines for any efforts here could vary from consolidating some services very soon, to full consolidation 5 or 6 years out.

Gradual consolidations also allow the opportunity to make sure the new organization can deliver what is promised. Jurisdictions would have the ability to opt out if the organization can't meet expectations.

In 2019, there were simultaneous openings for fire chiefs at Hailey, Wood River and Ketchum. Those are often ideal times to consolidate under a single fire chief – but the jurisdictions need to be ready to take those opportunities. The recommendation is to commit to discussions now, so Ketchum is ready when the time occurs.



**SUN VALLEY  
ECONOMIC  
DEVELOPMENT**

# SVED 2023 Strategic Plan

APPROVED

# 2023 Action Plan - Framework

Performance Objective Number	Action Plan Category	Strategic Categories
1	Business Attraction, Expansion, Retention and/or Creation	BUSINESS +
2		HOUSING & ACCOMMODATION
3		INFRASTRUCTURE
4		WORKFORCE
5	Place Making	RECREATION
6		EVENTS
7	Training	PROFESSIONAL
8		OTHER
9	Other	MEMBERSHIP
10		FINANCIAL
11		ORGANIZATIONAL

# Strategic Plan - Business Attraction, Creation, Expansion & Retention

	Potential Strategy	Potential Tactics/Projects	Priority/ Weight (3=Hi)	Potential Targets
1	Attract & recruit specific/ focused relocation leads	Food & Beverage services Small professional offices Outdoor recreation startups	3	New/existing restaurants/brands Professional, PE, VCs, etc. Ski, bike, etc
2	Respond to Commerce RFPs	As needed	2	Smaller low-infrastructure co's
3	Solicit & draft Idaho incentive/other grant applications	Tax Reimbursement Incentive (TRI) Property Tax Exemption (PTE) Advantage, STEP & other	3	SUN FBO 2, etc Steadfast Prop, etc.
4	Regular outreach to local businesses and organizations	Meetings & phone calls Succession planning	3	Commerce 75 list, minority business Aging business owners
5	Provide access to external funding sources	SBA program applications BBB grant applications Other agency applications Local grant applications	3	SBA loan application candidates Seminars & grant support Advise on other grant programs
6	Community education & advocacy	Prepare periodic economic analyses Publish membership newsletters Advocate on critical business issues	3	Quarterly issuance Monthly issuance Regultry issues, LOT, new technology

# Strategic Plan - Housing/Accommodation & Infrastructure

	Potential Strategy	Potential Tactics/Projects	Priority/ Weight (3=Hi)	Potential Targets
1	Community Education & Advocacy	Affordable, Middle Income, Professional Multi-family, Tiny Home, other Regulatory policy changes Increase supply incentives LOT for housing	3	Analysis, tracking & reporting Steadfast, ARCH, other Height, density, other zoning policies Property Tax Exemption improvement Analysis for ballot measure
2	Increase Accessible Rental Options	Long-term rental incentive policies Short Term Rental market analysis	2	Rent rates, residency restrictions Incentivize ST>LT rental conversion
3	Expand Accommodation & Lodging Options	Hotel projects Support WR Tourism & Lodging Coalitions	2	Marriott Signature, Harriman, etc ExCo participation & data analysis
4	Expand Sustainability Infrastructure	Sustainability Committee participation Baldy Forest Health participation Identify & share grant opportunities	2	Support lead organization efforts
5	Improve Transportation Systems	Increase SUN access & capabilities Improve Commuting/Public Transit	1	Support lead organization efforts

# Strategic Plan - Workforce

	Potential Strategy	Potential Tactics/Projects	Priority/ Weight (3=Hi)	Potential Targets
1	Improve Vocational Pathways	Leverage TPM® infrastructure Build Apprenticeship programs Create Internship/other programs	3	Inventory business needs SV Culinary Institute, Const/Trades Engage local educators & NFPs
2	Expand Childcare Options	Increase existing capacity Develop new capacity	2	Early Youth Educational committee participation
3	Attract Talent	Quality of Place marketing Remote worker marketing Corporate event leverage	1	New QOP metrics & campaign Friends & family, trailing spouses, etc Enhance experiences & exposure
4	Community Education & Advocacy	Living wage/ALICE analysis Labor statistics analysis	1	Support lead organization efforts Analyze workforce gaps

# Strategic Plan - Place Making/Training/Other

	Potential Strategy	Potential Tactics/Projects	Priority/ Weight (3=Hi)	Potential Targets
1	Increase recreational assets & opportunities	Grow Sun Valley Culinary Institute Baldy Forest Health participation Develop new RV parks	3	Increase BCSD & rest. engagement Private land match applications Parcel advocacy
2	Deliver SVED Community Events	Conduct 1-3 Forums and/or Summit Implement social media program	3	Keynote speakers, vibrant themes LinkedIn, etc
3	Improve SVED team skills & influence	Increased IEDA engagement RIVDA Loan Board participation	2	Participate in Legislative committee Conduct SBA regional loan reviews
4	Expand Membership rooster	Improve member value proposition Sustain participating membership Broadcast SVED successes	3	Adjust membership benefits Achieve 75 business outreach target ROI methodology
5	Maintain/improve Financial Performance	Optimize P&L performance Secure additional grants Optimize EIDL loan	3	Positive Summit & overall P&L iWDC/other program admin. fees Secure incremental interest
6	Optimize organizational Structure	Evaluate collaboration alternatives Refresh Board Access additional work capacity	3	Other NFPs Diversity & new blood Board volunteers, interns, othe



# SVED 2023 Performance Criteria

ANNUAL PERFORMANCE CRITERIA (DRAFT)					
Performance Objective Number	Action Plan Category	Performance Criteria/Assessment	Target Date for Delivery	Weight (1=lo, 3=hi)	%
1	Business Attraction, Retention & Expansion	Attract & recruit businesses for relocation based on targeted criteria such as industry, scale, local impacts & doability; support with provision of timely advise/ data	30-Dec-23	3	13%
2		Advocate for and/or support five (5) local businesses with economic development objectives and/or with government incentive programs.	30-Dec-23	3	13%
3		Develop/support workforce housing project implementation	30-Dec-23	3	13%
4		Participate in five (5) tourism/hospitality-related expansion activities/programs	30-Dec-23	2	8%
5		Support expansion of professional & other programs at Sun Valley Culinary Institute	30-Dec-23	2	8%
6	Place Making	Provide strategic and/or analytical support to three (3) community events, organizations and/or networks	30-Dec-23	1	4%
7		Deliver three (3) community educational events	30-Nov-23	2	8%
8		Conduct a minimum of six (6) annual conversations with each local government/representative	30-Dec-23	2	8%
9	Training	Participate in eight (8) community economic development seminars, conferences, networking, webinar and/or other events	30-Dec-23	1	4%
10	Other	Outreach to eight (8) local businesses/organizations per month	30-Dec-23	3	13%
11		Secure seven (7) new or lapsed members, and maintain YE membership of 75	30-Dec-23	2	8%
12		Maintain three (3) year ROI of at least \$5 delivered for each \$1 invested by community	30-Dec-23	3	13%
13		Deliver positive YE net operating income	30-Dec-23	3	13%

Sun Valley Economic Development  
January 2023

**Describe any activities taken this month to advance your industry targeting objectives (Objective A)**- continued employer meetings and data collection for Hospitality & Tourism TPM collaborative; structured career /job hierarchy for both Construction & Trades and Hospitality & Tourism collaboratives; planning for summer vocational youth camps for construction & trades, culinary and entrepreneurship; edits and advice on early youth education childcare needs survey report.

**Describe any activities taken this month to advance your business outreach objectives (Objective B)** –direct outreach to 36 local business organizations, strong January in terms of sales and customers; strong Icon vs Epic ski resort customer traffic with circa 7% increase in skier days year on year; compilation of project developer survey results showing positive and negative experiences with city and county planning departments; main business concerns remain lack of local talent/workforce housing; monitoring House and Senate bills which would negatively impact local businesses; advocating for changes to SB1047 which would provide an incremental liquor license for historic buildings in resort communities;

**Describe any activities taken this month to advance your main street and entrepreneurship activities (Objective C)** – working with VSV and FSVA on structuring LOT for Housing & Air Service campaign messaging; advised LightBio startup on possible funding and local pilot options for genetically modified ornamental petunia product.

**Describe any activities taken this month to advance your placemaking objectives (Objective D)** – feedback on WR Collaborative Forest Management Plan draft report goals and actions.

**Describe any activities taken this month to advance your professional development objectives (Objective E)** –seated two new board members for SVED; development of 2023 performance criteria; revision of FY23 budget proposal.

**Describe any other activities taken this month that fall outside of your workplan objectives-** Provided consulting advice to MacKee area ED Pro on new Kinex copper mine development.



**SUN VALLEY  
ECONOMIC  
DEVELOPMENT**

# SVED 2023 Strategic Plan

APPROVED

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13		Deliver positive YE net operating income	30-Dec-23	3	13%

Sun Valley Economic Development  
January 2023

**Describe any activities taken this month to advance your industry targeting objectives (Objective A)**- continued employer meetings and data collection for Hospitality & Tourism TPM collaborative; structured career /job hierarchy for both Construction & Trades and Hospitality & Tourism collaboratives; planning for summer vocational youth camps for construction & trades, culinary and entrepreneurship; edits and advice on early youth education childcare needs survey report.

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**Describe any other activities taken this month that fall outside of your workplan objectives-** Provided consulting advice to MacKee area ED Pro on new Kinex copper mine development.

**Sun Valley Economic Development, Inc.**  
**FY 2022 ACTUALS**  
 January - December 2022

	FY22	
	Actual	Budget
<b>Income</b>		
<b>Income</b>		
<b>Events</b>		
<b>Summit</b>		
Registrations	5,175	7,500
Sponsorships	2,100	7,500
<b>Total Summit</b>	<b>\$ 7,275</b>	<b>\$ 15,000</b>
<b>Total Events</b>	<b>\$ 7,275</b>	<b>\$ 15,000</b>
<b>Grant Income</b>		
Idaho Power		2,500
IWDC Grant Incoe (Restricted)	3,125	
Other Grant Income	1,000	
State Dept of Commerce	27,200	24,150
<b>Total Grant Income</b>	<b>\$ 31,325</b>	<b>\$ 26,650</b>
<b>Private Sector</b>		
Membership	51,150	40,000
<b>Total Private Sector</b>	<b>\$ 51,150</b>	<b>\$ 40,000</b>
<b>Public Sector</b>		
Blaine County		30,000
Hailey	3,000	4,000
Ketchum	10,000	10,000
Kura	15,000	15,000
Sun Valley	7,500	8,500
<b>Total Public Sector</b>	<b>\$ 35,500</b>	<b>\$ 67,500</b>
<b>Total Income</b>	<b>\$ 125,250</b>	<b>\$ 149,150</b>
Interest Income	5	12
z In Kind Revenue & Services	15,800	15,000
<b>Total Income</b>	<b>\$ 141,055</b>	<b>\$ 164,162</b>
<b>Gross Profit</b>	<b>\$ 141,055</b>	<b>\$ 164,162</b>
<b>Expenses</b>		
<b>Expenses</b>		
<b>Project Expenses</b>		
Forums & Meetings	0	
Incubation		
Culinary	1,000	
<b>Total Incubation</b>	<b>\$ 1,000</b>	<b>\$ 0</b>
<b>Total Project Expenses</b>	<b>\$ 1,000</b>	<b>\$ 0</b>
<b>Total Expenses</b>	<b>\$ 1,000</b>	<b>\$ 0</b>
<b>Office Administration</b>		
Accounting		

Late Receipt; included in 2023 financials

General Accounting	4,223	3,600
Tax Preparation	1,077	1,200
<b>Total Accounting</b>	<b>\$ 5,299</b>	<b>\$ 4,800</b>
Bank Costs	855	600
Dues & Subscriptions	759	350
Other Fees & Service	2,687	1,700
<b>Total Office Administration</b>	<b>\$ 9,601</b>	<b>\$ 7,450</b>
<b>Operating Expenses</b>		
<b>Compensation</b>		
<b>Executive Director</b>		
Base	100,000	98,663
Bonus	8,530	9,733
<b>Total Executive Director</b>	<b>\$ 108,530</b>	<b>\$ 108,396</b>
<b>Total Compensation</b>	<b>\$ 108,530</b>	<b>\$ 108,396</b>
Consulting	7,209	8,000
Marketing	5,806	5,500
Professional Fees		200
Training	535	500
Travel, Meals & Entertainment Expense	5,665	5,000
Web Site	390	1,000
<b>Total Operating Expenses</b>	<b>\$ 128,135</b>	<b>\$ 128,596</b>
Uncategorized Expense		535
<b>Total Expenses</b>	<b>\$ 138,737</b>	<b>\$ 136,581</b>
<b>Net Operating Income</b>	<b>\$ 2,319</b>	<b>\$ 27,581</b>
<b>Other Expenses</b>		
In-Kind Revenue & Services	15,800	15,000
Loans Repayment & Miscellaneous	0	1,905
<b>Total Other Expenses</b>	<b>\$ 15,800</b>	<b>\$ 16,905</b>
<b>Net Other Income</b>	<b>\$ -15,800</b>	<b>\$ -16,905</b>
<b>Net Income</b>	<b>\$ -13,481</b>	<b>\$ 10,676</b>

Thursday, Feb 09, 2023 12:03:40 PM GMT-8 - Accrual Basis

**Sun Valley Economic Development, Inc.**  
**Balance Sheet**  
As of December 31, 2022

	<b>Total</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Bank Accounts</b>	
<b>Bank Accounts</b>	
Checking-Sustain Blaine (Zions)	0.00
<b>Total Bank Accounts</b>	<b>\$ 0.00</b>
Checking x 0713	18,276.98
PayPal	0.00
Savings x4864	85,995.33
<b>Total Bank Accounts</b>	<b>\$ 104,272.31</b>
<b>Accounts Receivable</b>	
Accounts Receivable	35,300.00
<b>Total Accounts Receivable</b>	<b>\$ 35,300.00</b>
<b>Other Current Assets</b>	
Undeposited Funds	0.00
<b>Total Other Current Assets</b>	<b>\$ 0.00</b>
<b>Total Current Assets</b>	<b>\$ 139,572.31</b>
<b>Other Assets</b>	
Organizational Costs	10.00
<b>Total Other Assets</b>	<b>\$ 10.00</b>
<b>TOTAL ASSETS</b>	<b>\$ 139,582.31</b>
<b>LIABILITIES AND EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
Accounts Payable	-381.00
<b>Total Accounts Payable</b>	<b>-\$ 381.00</b>
<b>Other Current Liabilities</b>	
Refundable Deposit	0.00
<b>Total Other Current Liabilities</b>	<b>\$ 0.00</b>
<b>Total Current Liabilities</b>	<b>-\$ 381.00</b>
<b>Long-Term Liabilities</b>	
Deferred Interest	5,940.00
SBA CARES EIDL - LOAN 2.75% 30 Year	88,900.00
<b>Total Long-Term Liabilities</b>	<b>\$ 94,840.00</b>
<b>Total Liabilities</b>	<b>\$ 94,459.00</b>
<b>Equity</b>	
Unrestricted Net Assets	29,270.37
Net Income	15,852.94
<b>Total Equity</b>	<b>\$ 45,123.31</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$ 139,582.31</b>

Friday, Jan 06, 2023 04:18:54 PM GMT-8 - Accrual Basis

**Sun Valley Economic Development, Inc.**  
**FY 2023 Budget APPROVED**  
 January - December

	<b>Approved</b>
	<b>FY23</b>
	<b>Budget</b>
<b>Income</b>	
<b>Income</b>	
<b>Events</b>	
<b>Summit</b>	
Registrations	\$ 2,000
Sponsorships	\$ 7,500
<b>Total Summit</b>	<b>\$ 9,500</b>
<b>Total Events</b>	<b>\$ 9,500</b>
<b>Grant Income</b>	
<b>Idaho Power</b>	
IWDC Grant Incoe (Restricted)	\$ 21,875
Other Grant Income	\$ 1,000
State Dept of Commerce	\$ 24,100
<b>Total Grant Income</b>	<b>\$ 46,975</b>
<b>Private Sector</b>	
Membership	\$ 60,000
<b>Total Private Sector</b>	<b>\$ 60,000</b>
<b>Public Sector</b>	\$ -
Blaine County	\$ 55,000
Hailey	\$ 3,000
Ketchum	\$ 15,000
Kura	\$ 5,000
Sun Valley	\$ 6,500
<b>Total Public Sector</b>	<b>\$ 84,500</b>
<b>Total Income</b>	<b>\$ 200,975</b>
Interest Income	\$ 2,800
z In Kind Revenue & Services	\$ 18,000
<b>Total Income</b>	<b>\$ 221,775</b>
<b>Gross Profit</b>	<b>\$ 221,775</b>
<b>Expenses</b>	
<b>Expenses</b>	
<b>Project Expenses</b>	
Forums & Meetings	\$ 10,000
<b>Incubation</b>	
Culinary	\$ 1,000
<b>Total Incubation</b>	<b>\$ 1,000</b>
<b>Total Project Expenses</b>	<b>\$ 11,000</b>
<b>Total Expenses</b>	<b>\$ 11,000</b>
<b>Office Administration</b>	\$ -

<b>Accounting</b>	
General Accounting	\$ 5,000
Tax Preparation	\$ 1,500
<b>Total Accounting</b>	<b>\$ 6,500</b>
<b>Bank Costs</b>	\$ 900
<b>Dues &amp; Subscriptions</b>	\$ 1,000
<b>Other Fees &amp; Service</b>	\$ 3,000
<b>Total Office Administration</b>	<b>\$ 24,400</b>
<b>Operating Expenses</b>	
<b>Compensation</b>	
<b>Executive Director</b>	
Base	\$ 100,000
Bonus	\$ 10,000
<b>Total Executive Director</b>	<b>\$ 110,000</b>
<b>Total Compensation</b>	<b>\$ 110,000</b>
<b>Consulting</b>	\$ 29,875
<b>Marketing</b>	\$ 10,000
<b>Professional Fees</b>	\$ 200
<b>Training</b>	\$ 800
<b>Travel, Meals &amp; Entertainment Expense</b>	\$ 5,300
<b>Web Site</b>	\$ 1,600
<b>Total Operating Expenses</b>	<b>\$ 157,775</b>
<b>Uncategorized Expense</b>	\$ -
<b>Total Expenses</b>	<b>\$ 193,175</b>
<b>Net Operating Income</b>	<b>\$ 28,600</b>
<b>Other Expenses</b>	
In-Kind Revenue & Services	\$ 18,000
Loans Repayment & Miscellaneous	\$ 4,572
<b>Total Other Expenses</b>	<b>\$ 22,572</b>
<b>Net Other Income</b>	<b>\$ 6,028</b>
<b>Net Income</b>	<b>\$ 6,028</b>

Thursday, Feb 09, 2023 12:03:40 PM GMT-8 - Accrual Basis



## Opportunities Report

### Projects that involve CapEx, job creation, and/or incentives

Date	Project/ Company Name	City	Industry	Opportunity Type	Number Existing Jobs	Potential Job Creation	Potential Capital Investment	Incentives Applied For	Project Stage	Summary of Project
1-Jul	Revelry Group	Ketchum	Food & Beverage	Business Attraction	17	29	\$1,800,000	TRI	In Progress	Revelry relocation from Portland to Sun Valley area proceeding as planned; temporary office accommodations secured for first 17 permanent employees; 9000 sf of new build office space secured for ground floor of 1st & 4th building under construction with occupancy expected early 2023; 1st major new program was Global Food Innovation conference in July '22 which hosted 500 attendees over 4 days at SV Resort
1-Jul	Wild Rye	Ketchum	Outdoor Recreation	Business Attraction	8	30	\$0	TRI	In Progress	Wild Rye growth trajectory on track; expansion into new Ketchum office completed in March '22; actively hiring to accommodate increase in wholesale sales channels
1-Jul	Yellow Belly	Hailey	Food & Beverage	Business Retention	2	0	\$0	None	In Progress	Owner of retail ice cream store seeking to exit; local food entrepreneur evaluating brand purchase
1-Aug	Carey Grocery	Carey	Food & Beverage	Business Attraction	0	15	\$200,000	None	In Progress	Current Carey resident and owner of automotive shop in early planning stages to reopen the shuttered grocery store on main st. Retrofitting interior space personally with view to subletting parts to other new businesses; discussed providing supply chain contacts and start up capital
1-Aug	River & Spruce multifamily	Hailey	Workforce Housing	Community Development	0	1	\$15,000,000	None	In Progress	new 51 unit apartment project in new high density overlay district; priced for workforce housing
1-Aug	Root Wine Bar	Hailey	Restaurant	Business Attraction	0	20	\$400,000	None	In Progress	new wine bar being set up by new resident; hired existing Chef Chris
1-Sep	Zhou 75	Hailey	Restaurant	Business Retention	15	15	\$300,000	None	In Progress	business of 20 years closing; purchase of building for development of new Asian themed restaurant by local restaurant entrepreneur
1-Sep	Mahoneys	Bellevue	Restaurant	Business Retention	12	12	\$300,000	None	In Progress	business under contract for sale to new owner
1-Sep	Silver Dollar Saloon	Bellevue	Restaurant	Business Retention	12	12	\$300,000	None	In Progress	business under contract for sale to new owner
1-Oct	Whallen Dentistry	Hailey	Healthcare	Business Retention	7	4	\$500,000	None	In Progress	business under contract for sale to new owner; owner plans to expand footprint and add 1-2 dentists with support staff
1-Nov	The Place	Hailey	Restaurant	Business Attraction	0	10	\$250,000	None	In Progress	New noodle bar serving dinners; variable operating hours as they get staffed up
1-Nov	SUN Fixed Base Operator	Hailey	Aviation	Business Attraction	0	25	\$10,000,000	None	In Progress	Announcement that Friedman Airport Authority has received and will be soliciting indications of interest to establish a 2nd Fixed Base Operator (FBO) for General Aviation services (fueling, hangering etc) at SUN; expansion option allowed under FAA approved Master Plan; likely to be a multi year solicitation assessment process; SVED was contacted by a potential operator 2 years ago and discussed potential incentives at that time
1-Nov	YaYa	Hailey	Retail	Business Attraction	0	5	\$200,000	None	In Progress	New clothing store serving women and children
1-Jan	Tamarak Lodge	Ketchum	Lodging	Business Retention	20	0	\$500,000	None	In Progress	2-Yr remodeling project completed this month; mostly interiors and 26 guest rooms
1-Jan	Wyld Gin	Ketchum	Food & Beverage	Start Up Business	0	2	\$0	None	Closed Won	New startup using existing blend stock to produce new brand
1-Jan	Wyle Beet	Hailey	Restaurant	Start Up Business	0	2	\$50,000	None	Closed Won	New startup foodtruck focused on vegan cuisine; sub leasing space outside Sturtos in Hailey
1-Jan	Town & Park Jewelers	Sun Valley	Retail	Business Retention	4	0	\$0	None	In Progress	Going out of business; unable to sell business after trying for c18 months; liquidating inventory and surrendering lease in SV Village
1-Jan	Elkhorn Springs Modular Rentals	Sun Valley	Housing	Community Development	0	1	\$11,400,000	None	In Progress	Early planning for 19 units in SV Elkhorn; 2-3 bedroom units for rent that will be made available to local employees only
1-Jan	Davis Reed	Ketchum	Retail	Business Retention	10	0	\$0	None	In Progress	Going out of business sale with liquidation of inventory
1-Jan	Café Della	Hailey	Restaurant	Business Retention	6	0	\$0	None	In Progress	Owners moving out of town and seeking to sell business; potential purchaser negotiating

Any meeting with a business, government agency, or non-profit

Date	Company	Industry	Contact Name	City	Activity Purpose	Interested In	Referral To	Summary of Visit
6-Jul	Growing Garden	services	Molly Green	Ketchum	Partner Meeting	Other	None	Explored potential for IWDC childcare grant; not able to apply for grant due to lack of matching funds; small program with 12 students and struggling to maintain current level of operations; SVED assessment that this grant program will be very difficult for small providers
7-Jul	CSI	education	Janet Pretti	Twin Falls	Partner Meeting	Other	None	Kickoff meeting of Region IV TPM project team; standing meeting to plan project activities on IWDC vocational improvement program
8-Jul	SV Culinary Institute	education	Karl Uri	Ketchum	Partner Meeting	None	None	committee meeting to review current student applications and establish initial scholarship levels
11-Jul	SV Culinary Institute	education	Mindy Meads	Ketchum	Partner Meeting	None	None	annual retreat to review strategic priorities, work plan for future, board composition and financials
12-Jul	Farmers Market	food & beverage		Ketchum	Partner Meeting	None	None	visit with 15 vendors at weekly farmers market; business is strong this year, supply chain working well but food inflation is causing increase at retail
12-Jul	Sun Valley Playschool	services	Smeranda Summers	Sun Valley	Partner Meeting	Other	None	Explored potential for IWDC childcare grant; will discuss options with management; one of the larger programs with 80 students, mix of staff, locals and tourist
13-Jul	Silent Water Development	development	Broderick Smith	Ketchum	Partner Meeting	None	None	Discussion about new mixed use project, the Perry, expected to start construction spring 2023; four ground floor retail, food with Type 1 hood, market rate and affordable apartments, and 2 luxury penthouse units; ready for full design review
13-Jul	Line Co Sustainability Commi	government	Lynn Barker	Hailey	Community Development	None	None	committee meeting of transport & land use committee to evaluate goals and vision
13-Jul	SVED Exco	not for profit	Rick Lefaivre	Ketchum	Board Meeting	None	None	regular meeting to discuss priorities, financials, workplan progress
18-Jul	Wood River CFE	recreation	Lance Davison	Blaine Co	Community Development	None	None	review of draft report on Urban Tree Canopy study for Blaine Co; discussion of potential actions arising from scientific principles
19-Jul	Wood River Tourism Coalitio	hospitality & tourism	Carole Waller		Community Development	None	None	discussion of plans for renewing LOT for air service; planning for schedule, ballot wording, PR program and consulting resources for potential Nov '22 election
19-Jul	SPUR	not for profit	Sally Gillespie		Partner Meeting	None	None	dinner with interested donors at Rally for Housing; round table discussion on ongoing and future project plans
20-Jul	SVED	not for profit	Rick Lefaivre		Board Meeting	None	None	full board meeting
21-Jul	Reflex Poles	recreation	Ben Verge		Partner Meeting	STEP Grant	None	discussion of expansion plans for ski pole distribution and new products; next step is to build out purchase engine on web and start internet sales channel
22-Jul	Archive Finishing	construction & trades	Roberto de		Partner Meeting	None	None	extremely busy drywall, stucco and painting co; 120 employees after spin off of 40 person painting unit; active in ID and WY primarily
22-Jul	Landing Local	hospitality & tourism	Colin Furth		Community Development	None	None	review of applicability of Landing Locals short term conversion program to long term for Ketchum; sharing of market data
24-Jul	Revelry	food & beverage	Jim Crystal		Partner Meeting	None	None	participated in global food innovation conference with 500 attendees; organized tours of culinary institute and pitched industry scholarships
26-Jul	Keller Williams	real estate	James Taukas		Partner Meeting	None	None	presentation on state of Blaine economy to realtors; discussed slow down in local markets due to fears of recession, market and increasing supply
27-Jul	OtherWild Ventures	recreation	Jeff Rose		Partner Meeting	Other	None	evaluated possible joint branding and marketing program for outdoor rec lifestyle brands
28-Jul	WCMEDC	not for profit	Lindsey Hailey		Other	None	None	shared ideas regarding best practices in ED with new McCall based ED; board governance and other tool kits shared
6-Jul	YMCA	not for profit	Jason Scherer		Partner Meeting	None	None	explored potential for IWDC childcare grant, not able to apply as they are not licensed
12-Jul	Conrad Bros	construction & trades	Paul Conrad		Partner Meeting	None	None	update on local construction projects and proposed meetings on Ketchum ordinance changes
13-Jul	Zenergy	services	Derek Agnew		Partner Meeting	None	None	explored potential to be a partner with BCRD for childcare grant; willing to do this as large number of his 123 employees have childcare needs
13-Jul	Carr Development	development	Mike Carr		Partner Meeting	None	None	discussed delay in mixed use development plan in Ketchum
14-Jul	Macquells House	services			Partner Meeting	Other	None	Explored potential for IWDC childcare grant; not able to apply for grant due to lack of 3 year track record
19-Jul	BSU	education	Vanessa Fry		Partner Meeting	None	None	discussion of potential speakers for SVED '22 summit; possible professor with urban planning track record
20-Jul	Walnut Ave Mall	development	Chip Fisher	Ketchum	Partner Meeting	None	None	discussion
20-Jul	Wood River Insurance	financial	Ashley Robertson	Hailey	Partner Meeting	None	None	evaluated fire insurance risks in WRV; Chubb and AIG have stopped writing policies in certain areas including Gimlet and Golden Eagle; little know issue becoming more pronounced; SVED will seek to discuss with realtors board

21-Jul	State Farm Insurance	financial	Patrick Buchanan	Hailey	Partner Meeting	None	None	discussed fire insurance risk issue with another agent to verify circumstances
26-Jul	National Forest Foundation	not for profit	Dani Southard	Boise	Partner Meeting	None	None	reviewed status of joint chef's grant on private sector lands; discussed possible text amendment to Mountain Overlay District to allow administrative review of forest health reasons
27-Jul	SV Water & Sewer	government	Pat McMahon	Sun Valley	Partner Meeting	None	None	interested in update of water consumption analysis for SV Elkhorn Association
27-Jul	I Have a Dream Foundation	not for profit	Laura Rose Lewis	Ketchum	Partner Meeting	Other	None	discussion of TPM vocational program resource needed for Hospitality & Tourism cohort
30-Jul	High Desert Sports	retail		Hailey	Business Retention	Other	None	current owners seeking exit from operations; selling building and inventory ex guns and ammo
30-Jul	Jonny G's	restaurant	John Gorham	Ketchum	Business Retention	Other	None	current owners seeking exit from operations; selling building, equipment, inventory and brand to new operator
2-Aug	Mascaroni Design	construction & trades	Tim Mascaroni	Ketchum	Partner Meeting	Other	None	update on local construction projects and proposed meetings on Ketchum ordinance changes
2-Aug	RIVDA	financial	Rob Akins	Twin Falls	Partner Meeting	Other	None	review of Blaine Co lending opportunities
2-Aug	Fly Sun Valley Alliance	transportation	Carole Waller	Ketchum	Partner Meeting	Other	None	planning for approval of LOT for Air Service
3-Aug	Blaine Co Sustainability Commi	government	Lynn Barker	Hailey	Community Development	Other	None	internal discussion about priorities and lack of focus on land use planning in subcommittee
4-Aug	CSI	education	Janet Pretti	Twin Falls	Community Development	Other	None	planning for implementation of TPM grant project; discussion of reporting, roles and financing options
5-Aug	Blaine Co School District	education	Jim Foudy	Hailey	Community Development	Other	None	discussion of BCSD vocational programs and opportunities to link with TPM project
8-Aug	Sun Valley Co.	hospitality & tourism	Pete Sontag	Sun Valley	Partner Meeting	Other	None	review of summer outcomes and winter plans; discussed childcare grants, forest health project, new lift installation, alpine racing events, wedding stats (90+ this summer)
9-Aug	Sun Valley Culinary Institute	food & beverage	donnor	Ketchum	Other	Other	None	cultivation of donor for student scholarships
9-Aug	Blaine Co Housing Authority	government	Sara Michael	Ketchum	Community Development	Other	None	review of affordable housing data available for sharing with housing advocates
9-Aug	Custom Trailers	hospitality & tourism	Rob Clayton	Deer Valley	Other	Other	None	meeting with new luxury tiny home builders who designs 400 sf trailers as a housing alternative; connected them with potential partners like ARCH, Meadows Trailer Park, etc
10-Aug	SVED	not for profit	Rick Lefaiivre	Ketchum	Board Meeting	Other	None	Exco meeting to discuss action plan priorities, YTD financials and advocacy activities
8/11/2022	Visit Sun Valley	hospitality & tourism	Scott Fortner	Ketchum	Board Meeting	Other	None	Board meeting to discuss tourism programs, summer results, winter forecasts and LOT for Air ballot timing
8/12/2022	SVED	not for profit	Guy Cherp	Ketchum	Board Meeting	Other	None	summit subcommittee meeting to review theme, speakers, messaging, panels and logistics
8/15/2022	US Bank	financial	Chris Calvert	Ketchum	Partner Meeting	Other	None	discussion of current state of economy and banking activities
8/15/2022	KURA	not for profit	Susan Scoville	Ketchum	Partner Meeting	Other	None	quarterly report to Ketchum Urban Renewal Authority
8/16/2022	Ketchum P&Z	government	Neil Morrow	Ketchum	Community Development	Other	None	advocacy on Ordinance 1234 for development community, focus on complexity and unintended consequences
8/17/2022	Windemere Group	real estate	Stephanie Reed	Hailey	Partner Meeting	Other	None	presentation to 20 realtors on the state of the economy and discussion of latest trends in real estate market; general slowing of offers, increase in inventories
8/17/2022	CSI	education	Janet Pretti	Twin Falls	Community Development	Other	None	kickoff meeting for TPM grant project; team intros and creation of project timeline, deliverables and reporting alignment
8/18/2022	Wood River ELC	education	Martin Balbon	Boise	Community Development	Other	None	kickoff meeting for new Early Learning Collaborative project supported by Wood River Womens Foundation; explanation of project and goals
8/22/2022	Appelation Hospitality	hospitality & tourism	Chris Hunsberger	Los Angeles	Community Development	Other	None	introduction to partner for the new Harriman Hotel project; discussion of culinary offering and potential help in sourcing a new Instructor Chef for SVCI
8/22/2022	The Kneadery	restaurant	Dillon Witmer	Ketchum	Partner Meeting	Other	None	discussion of summer activity; more business with Perry's closed and more difficult customers; staffing ok but burned out staff requiring time off
24-Aug	Blaine Co Sustainability Commi	government	Lynn Barker	Hailey	Community Development	Other	None	discussion of charette process and finalization of goals
26-Aug	YMCA	not for profit	Jason Shearer	Ketchum	Partner Meeting	Other	None	meeting with Y board to provide update on economic activity, statistics etc as part of annual strategy review
29-Aug	FARE Idaho	not for profit		Ketchum	Other	Other	None	introduction to their mission and activities, and discussion of collaboration with SVCI regarding food supply chain, local ag support and educational options
30-Aug	Mountain Pride	food & beverage	Stuart Siderman	Ketchum	Business Retention	Other	None	20 year owner sold to new resident; will lease building to owner and provide consulting support for short term;
30-Aug	Espinoza Flooring	construction & trades	Mr Espinoza	Ketchum	Business Retention	Other	None	took business back from son to tighten up operations; record last 24 months with residential construction activity
1-Aug	Magic Lantern	media	Rick Kessler	Ketchum	Business Retention	Other	None	reported sale of the cinema for \$2.9m, including land & inventory; current status unknown
1-Aug	First Lite	recreation	Ross Cooperman	Hailey	Business Expansion	Other	None	new Hailey retail outlet opened for brand
1-Aug	Idaho Cycles	recreation	Mark Carnes	Ketchum	Business Retention	Other	None	giving up on business; cant get staff, ready to retire, too much effort for reward
1-Aug	Zhou 75	development	Rob Cronin	Hailey	Business Retention	Other	None	core staff exited with no notice; unable to find replacement staff so going out of business

30-Aug	Bigwood Cinema	media	Latham Williams	Hailey	Business Retention	Other	None	unable to recover from Covid downturn and TV streaming
30-Aug	Wood River Matress		Scott Shane	Hailey	Partner Meeting	None	None	this summer strong but below record year in 2021
9-Sep	RIVDA	financial	Jeff McCurdy	Twin Falls	Partner Meeting	None	None	review of RIVDA projects in Blaine Co
12-Sep	Glass Masters	construction & trades	Sven	Ketchum	Partner Meeting	None	None	review of state of business and successin plans
15-Sep	Smokey Mountain Pizza	restaurant	Chad	Ketchum	Partner Meeting	None	None	struggling to maintain service levles with limited staff, delivery drivers are very tough to keep
14-Sep	SVED	not for profit	Rick LeFavre	Ketchum	Board Meeting	None	None	Exco review of priorities and delivery of plan
15-Sep	Sun Valley Culinary Institute	education	Scott Fortner	Ketchum	Board Meeting	None	None	discussion of summer activity levels and Fall professional program, budget for '23 and new staff hiring
19-Sep	City of Ketchum	government	Neil Bradshaw	Ketchum	Community Development	None	None	feedback on proposed new ordiannce 1234 which would impose additonal restrictions on city core and tourist district developments; advocated against 2 specific provisions to limit luxury unit size and require potential overbuilding of commercial space
21-Sep	SVED	not for profit	Rick Lefavre	Ketchum	Board Meeting	None	None	Board meeting to discuss tourism programs, summer results, winter forecasts and LOT for Air ballot timing
23-Sep	QBS Solutions	financial	Toni Himmelman	Ketchum	Partner Meeting	None	None	review of SVCI treatment of tuition payments and scholarship accounting
26-Sep	Sun Valley Music Festival	not for profit		Ketchum	Partner Meeting	None	None	discussion of summer symphony session; number strong again but short of record; interested in having SVED conduct an EIA
28-Sep	ine Co Sustainability Commi	government	Lynn Barker	Hailey	Partner Meeting	None	None	Land Use a& Transportation subcommittee meeting to review goals for upcoming charette exercise
28-Sep	SEI	financial	Patsie Gove	Ketchum	Partner Meeting	None	None	private equity review of fundraisng and giving strategies
29-Sep	City of Carey	government	Sara Mecham	Carey	Partner Meeting	None	None	Idaho Govt for a Day; meetings with Gov Little's team to discuss small town rural issues and problems; feedback on childcare grants just launched by IWDC
3-Oct	City of Ketchum	government	Niel Bradshaw	Ketchum	Partner Meeting	None	None	advocacy against specific provisions of ordiannce 1234 based on questionable statement that more comercial is needed without market study and that limiting size of 3rd floor luxury units results in suboptimal space development
4-Oct	Micron	manufacturing		Boise	Site Visit	None	None	tour of Micron Boise facility as part of IEDA conference
5-Oct	o Economic Development A	not for profit	Sari David	Boise	Seminar	None	None	IEDA conference
6-Oct	CSI	education	Alex Wexford	Twin Falls	Seminar	None	None	discussion of current CSI workforce training options as parrt of TPM project
7-Oct	Mountain Express	media	Pam Morris	Ketchum	Partner Meeting	None	None	review of draft Economic Almanac prior to summit publication
10-Oct	SV Culinary Institute	education	Karl Uri	Ketchum	Partner Meeting	None	None	discussion of candidates for replacing culinary director
11-Oct	I Have a Dream Foundation	education	Jack Bunce	Ketchum	Partner Meeting	None	None	discussion of TPM vocational program organizational structure
11-Oct	Fly Sun Valley Alliance	not for profit	Carol Waller	Hailey	Partner Meeting	None	None	review of LOT Air
12-Oct	WR Urban Landscape	not for profit	Lance Davidson	Boise	Partner Meeting	None	None	review of 1st draft of local forect canopy study for Blaine Co; feedback given
12-Oct	SVED	not for profit	Rick Lefavre	Ketchum	Board Meeting	None	None	Exco meeting to discuss action plan priorities, YTD financials and advocay activities
13-Oct	River Early Learning Collab	not for profit	Kathryn Ivers	Hailey	Community Development	None	None	kickoff meeting with new BC early education coordinator to establish priorities and accountabilities
13-Oct	Visit Sun Valley	tourism	Scott Fortner	Ketchum	Partner Meeting	None	None	regular meeting to discuss priorities, financials, workplan progress
14-Oct	Sun Valley Co.	hospitality & tourism	Pete Sontag	Sun Valley	Partner Meeting	None	None	update on winter plans, new lift instalation, forest health project, new staff appointments
17-Oct	KURA	government	Sue Scoville	Ketchum	Partner Meeting	None	None	presentation on FY23 budget request and contract for services
18-Oct	Idaho Power	utilities	Amber Larna	Ketchum	Partner Meeting	None	None	review of IP plans for Blaine Co and sponsorship opportunities for Summit
24-Oct	SV Community School	education	Trent Smithers	Sun Valley	Partner Meeting	None	None	review of economic impact study and missing data points to enable study to be completed
27-Oct	BC Sustainability Committee	government	Lynn Barker	Hailey	Partner Meeting	None	None	sustainability charette with 100 community leaders to fine tune goals and objectives for Blaine Co
28-Oct	axwell Structural Engineerir	construction & trades	Craig Maxwell	Ketchum	Partner Meeting	None	None	disussion about level of business activity; stil jammed but new home starts and interest slowing
18-Oct	Sage School	education	Harry Weeks	Hailey	Partner Meeting	None	None	invitation to send students to summit; also review of school term to date
19-Oct	Whallen Dentistry	healthcare	Luke Whallen	Hailey	Partner Meeting	None	None	sold business to new resident from McCall; used broker to market and achieved goal to attract another professional
19-Oct	Bundy Architecture	construction & trades	Rebecca Bundy	Hailey	Partner Meeting	None	None	update on level of activity in professional services; stornq demand still
19-Oct	SV Institute	not for profit	Amy Mathias	Hailey	Partner Meeting	None	None	invitation to be panelinst at summit
20-Oct	Mountain Pride	food & beverage	Ben Roth	Ketchum	Partner Meeting	None	None	invitation to be panelinst at summit; staff of 4 with plans to grow slowly
1-Nov	BC Business Working Group (BWG)	not for profit	Harry Griffith	Blaine Co	Networking Event	None	None	Regular meeting to coordinate economic development activities across county; representatives of VSV, the Chamber, Air Service Board, Realtors and not-for-profit platform to review new business opportunities, and issues like housing and talent attraction
2-Nov	Wood River Tourism Coalitio	not for profit	Jessica Maynard	Blaine Co	Networking Event	None	None	review of upcoming bookings and pinch points in tourism; specific discussion on extending LOT for air
2-Nov	Sun Valley Co.	hospitality & tourism	Pete Sonntag	Sun Valley	Seminar	None	None	SVC update for community on upcoming winter pl;ans, new lift program, fire safety projects and key new staff hires
2-Nov	Sun Valley Culinary Institute	food & beverage	Karl Uri	Ketchum	Partner Meeting	None	None	Exco meeting to discuss new culinary director candidates and offer process
2-Nov	YMCA		Jason Scherer	Ketchum	Partner Meeting	None	None	Presentation to full board on local economis and discussion of implications for Y business model
3-Nov	St. Lukes Wood River		Joy Purdek	Ketchum	Seminar	None	None	State of St Lukes presentation on future health care issues and activities

8-Nov	Early Learning Advisory Committee		Kathryn Ivers	Ketchum	Partner Meeting	None	None	Meeting of ELAC on childcare need and delivery survey; review of branding, spanish translation, distribution plans
9-Nov	2022 SVED Summit		Harry Griffith	Sun Valley	Networking Event	None	None	Annual gathering to discuss Quality of Place; 1 keynote, 4 panels and 150 attendees collaborating for full day on strategic future for WRV
10-Nov	Sun Valley Culinary Institute		Karl Uri	Ketchum	Board Meeting	None	None	Regular board meeting to review strategic priorities and year end fundraising activities
14-Nov	CSI		Janet Pretti	Twin Falls	Partner Meeting	None	None	Meeting to discuss summer trade camps for WRV with CSI, I Have a Dream and TPM contractor
14-Nov	KURA		Susan Scoville	Ketchum	Partner Meeting	None	None	Review of final FY23 contract for services
16-Nov	BC Sustainability Committee		Lynn Barker	Hailey	Partner Meeting	None	None	Review of revised goals following charette
16-Nov	SVED	not for profit	Rick Lefaiivre	Ketchum	Board Meeting	None	None	Regular board meeting to discuss priorities, YTD financials and potential new board members; vote to change out chairman from Ric Lefaiivre to Guy Cherp based on tenure
16-Nov	Visit Sun Valley		Scott Fortner	Ketchum	Networking Event	None	None	Business after hours discussion
17-Nov	Sun Valley Co.	hospitality & tourism	Pete Sonntag	Sun Valley	Partner Meeting	None	None	Meeting on TPM project to identify key members of the SV Hosp team to engage
30-Nov	RIVDA	financial	Jeff McCurdy	Twin Falls	Partner Meeting	None	None	Regular board meeting
2-Nov	Benchmark Engineering	construction & trades		Ketchum	Partner Meeting	None	None	Membership renewal solicitation
4-Nov	Mascaroni Design	construction & trades	Tim Mascaroni	Ketchum	Partner Meeting	None	None	Membership renewal solicitation
17-Nov	St Thomas Pet Clinic	healthcare	Karsten Foestveed	Ketchum	Partner Meeting	None	None	Discussion of takeover of Sun Valley Animal Center and impact on small vet practices
3-Dec	City of SV	Government	Peter Hendricks	Sun Valley	Partner Meeting	None	None	Discussion of city administration staff changes
6-Dec	Business Working Group (B)	not for profit		Ketchum	Networking Event	None	None	Update on county economic issues
7-Dec	WR Tourism Partnership	tourism		Ketchum	Tourism	None	None	Update on level of tourism activities; Dec on par with Jan expected to be ahead
8-Dec	Cox Communications	communications	Guy Cherp	Ketchum	Partner Meeting	None	None	Discussion of interest in assuming SVED board chairman position
8-Dec	Business Plus	not for profit	Rebecca Wilder	Twin Falls	Partner Meeting	None	None	Discussion of air service and minimum revenue guarantee program
9-Dec	SV Culinary Institute	food & beverage	Karl Uri	Ketchum	Partner Meeting	None	None	Interviews for new chef instructor candidates
9-Dec	Zartico	tourism	Ray Gadd	Denver	Tourism Community	None	None	Webinar on new functionality for destination management software; sample data presented indicates visitor spend at \$500 per person per day over last 6 months
13-Dec	City of Ketchum	government	Neil Morrow	Ketchum	Development	None	None	Planning & Zoning meeting on Harriman Hotel development; SVED submitted letter of support
14-Dec	Department of Commerce	government	Karen Applegren	boise	Seminar	None	None	Review of Idaho Access Project; suggested linkage with TPM assessments underway
14-Dec	SVED Exco	not for profit	Rick Lefaiivre	Ketchum	Board Meeting	None	None	
14-Dec	Christensen Global Strategie	professional services	Aimee Christensen	Ketchum	Networking Event	None	None	Inaugural climate tech entrepreneurs meeting\
14-Dec	BC Sustainability Committee	government	Lynn Barker	hailey	Partner Meeting	None	None	Charette with 100 community members to fine tune goals and actions
14-Dec	CSI	education	Alex Wolford	Twin Falls	Partner Meeting	None	None	Planning meeting on construction and trades approach to Blaine Co
16-Dec	Webb Landscaping	construction & trades	Doug Webb	Bellevue	Partner Meeting	None	None	business levels still very high, staffing OK with longer term staff; no plans to develop housing inhouse on co-owned land
19-Dec	Early Learning Advisory Com	education		Hailey	Partner Meeting	None	None	Finalization of provider & user surveys and assignment of solicitation responsibilities
16-Dec	Steadfast Properties	development	Lance Emery	Bellevue	Partner Meeting	None	None	Discussion of plans for new multifamily development south of Bellevue; c 600 units planned in PUD with mix of affordable, market and commercial
2-Dec	Becker Chambers	financial	Linda Chambers	Hailey	Partner Meeting	None	None	Having to scale back on clients services due to lack of staff (just lost 2 one staff member)
5-Dec	Rixon Excavation	construction & trades	Carl Rixon	Hailey	Partner Meeting	None	None	Backlog from Fall still exists, but things slowing down now; lots of snow removal\ YTD Cutting back on all NFP clients to have more personal time; also focusing on a newer start up client; tr two with growth potential
8-Dec	McPhearson CPA	financial	Christie McPhearson	Hailey	Partner Meeting	None	None	Discussed upcoming advocacy issues for Ketchum; considering lobbying for increase in Idaho jumbo loan limitation with HUD like a decade ago
13-Dec	Sawtooth Board of realtors	real estate	Bob Crosby	Ketchum	Partner Meeting	None	None	discussed BSU hospitality program and renewal of SVED membership
15-Dec	BSU	education	Vanessa Fry	boise	Partner Meeting	None	None	Discussed potential new FBO company as allowed in Master Plan ; a number of companies have expressed interest; may use an RFP process to ferret out interest
15-Dec	Friedman Memorial Airport	transportation	Chris Pomeroy	Hailey	Partner Meeting	None	None	Big backlog of business exceeding 45 days for non essential services
20-Dec	Buffalo Electric	construction & trades		Hailey	Partner Meeting	None	None	Review of recent changes in Hailey development scene
22-Dec	City of Hailey	government	Lisa Horowitz	Hailey	Partner Meeting	None	None	Discussion of creating amended language for Mountain Overlay District to allow for Forest Health improvements; support potential from John Riling of Boise National Forest
1-Jan	Slette Robinson	legal	Gary Slette	Twin Falls	Partner Meeting	None	None	Discussion of LOT ballot proposal for air and housing
3-Jan	City of Ketchum	government	Jade Riley	Ketchum	Partner Meeting	None	None	Review of commercial real estate markets
4-Jan	Kenny Bogue	real estate	Matt Bogue	Ketchum	Partner Meeting	None	None	Review of community banking trends
4-Jan	US Bank	financial	Charlotte Westover	Ketchum	Partner Meeting	None	None	Review of proposed loan for purchase of assisted living facility
5-Jan	RIVDA	financial	McCready	Weiser	Partner Meeting	None	None	Staffing for qualified installers still a problem; service book full with new and old clients
9-Jan	Jons Heating	construction & trades	Clint	Carey	Partner Meeting	None	None	Annual update on community issues; staffing OK with long term employees and J1 access- butchers harvest positions to fill; no current plans to put in new housing; do not provide childcare support but interested in supporting community access expansion; last year highest revenue ever but significantly impacted by inflation as well as higher demand
9-Jan	Atkinsons Market	retail	Whit Atkinsons	Ketchum	Partner Meeting	None	None	Discussed potential new Ketchum roundabout and business; generally supportive provided they can get access; lots of new customers
10-Jan	Ketchum Auto	retail	Ryan	Ketchum	Partner Meeting	None	None	

11-Jan	SVED	not for profit	Guy Cherp	Ketchum	Board Meeting	None	None	Annual retreat with full board and 5 outside community members; reviewed performance , strategic plan and budgets for 2023
11-Jan	PEG Group	development	Kody Frank	Ketchum	Partner Meeting	None	None	Provided analytical support for visiting equity investor re: Marriott Signature hotel project
12-Jan	Sun Valley Outfitters	recreation	Eric Weiseth	Ketchum	Partner Meeting	None	None	Discussed SNRA Outfitters Guides Management Plan and concerns about license allocation methodology which does not take into account 2021 or 2022 data on hand
12-Jan	Revelry Group	food & beverage	Jim Crystal	Ketchum	Partner Meeting	None	None	Discussion on fundraising priorities for SVCI; agreed on funneling industry through Revelry
12-Jan	Visit Sun Valley	tourism	Scott Fortner	Ketchum	Board Meeting	None	None	Foundation and seeking expanded support associated with SV events
13-Jan	RIVDA	financial	Jeff McCready	Twin Falls	Board Meeting	None	None	regular board meeting to review programs and priorities; discussion on LOT ballot options and approach
13-Jan	CSI	education	Alex Wolford	Twin Falls	Community Development	None	None	Loan committee meeting followup on assisted living acquisition loan
16-Jan	City of Ketchum	government	Morgan Lander	Ketchum	Community Development	None	None	Discussion with BCSD, I Have a Dream on organization and funding for summer vocational trade camps; plans for week long camps end June for Construction/Trades, Culinary and Entrepreneurship
16-Jan	Jivaro	services	Adrian Proctor	Ketchum	Partner Meeting	None	None	Meeting to discuss strategic plan for Planning & Zoning department, formation of Technical Advisory Committee with SVED participation; also presented project development survey results and offered further background / presentations
17-Jan	SQN Sports	recreation	Megan Murphy Lengyel	Hailey	Partner Meeting	Other	None	Local headhunter specializing in tech sector; have grown local office to 6, with base in CA and remote offices around country; just hired Adrian
18-Jan	WR Tourism Partnership	tourism	Carol Waller	Ketchum	Tourism	None	None	retooling business to strat new growth; focused on direct to consumer; needs seed capital, and would be interested in RIVDA programs
19-Jan	SV Culinary Institute	education	Karl Uri	Ketchum	Partner Meeting	None	None	Meeting to review LOT ballot initiative and positioning for each local government
20-Jan	The History Project	tourism	Wendolyn Holland	Sun Valley	Partner Meeting	None	None	Regular board meeting to review priorities and FY23 budget
23-Jan	WRV Lodging Association	tourism	Jessica Maynard	Blaine Co	Partner Meeting	None	None	Review of Ketchum Historical Preservation Commission goals, ski history project, INL priorities; also discussed possible new liquor license for historical district buildings
24-Jan	Blaine Co Commissioners	government	Muffy Davis	Blaine Co	Partner Meeting	None	Tourism	Bimonthly meeting to review lodging trends; number forward up per Destimetrics; strong demand with record ARD rates
24-Jan	Ketchum P&Z	government	Neil MORrow	Ketchum	Community Development	None	None	Presentation by SNRA on Outfitter Guide Management Plan to commissioners; SVED comments on poor process and restraint of trade for local guiding entities; encouragement to file objection letters prior to deadline of Feb 14
25-Jan	Idaho Department of Commerce	government	Karen Applegren	Boise	Networking Event	None	None	Next hearing on Harriman Hotel project; reached consensus on design and was approved to move to next stage of development after 15 years of effort
26-Jan	McCall & Teton ED Pros	economic development	Sean McDermot/Lindsay Har	Idaho	Networking Event	None	None	Webinar on creative districts, grant opportunities and approaches
31-Jan	Early Learning Advisory Com	education	Kathryn Ivers	Blaine Co	Business Retention Business Expansion	None	None	Discussion of tourism based communities to share best practice; reviewed LOT taxes, winter traffic, grant opportunities etc
17-Jan	LightBio	agriculture	Keith Woods	Blaine Co	Community Development	IGEM	IGEM	Collaborative committee review of needs assessment and program to distribute findings; basically demonstrated that childcare is an issue for 82% of local businesses
19-Jan	WRV Forest Collaborative	environmental	Lance Davisson	Boise	Community Development	None	None	Discuss several funding options including RIVDA, angel investors, IGEM and STEP
20-Jan	Idaho House	government	Ned Burns					Reviewed and commented on draft report; suggested additional goals/actions including high value forestry list, firewise insurance zone consulting
21-Jan	Makey ED Pro	economic development	Martin Evans	Mackee		None	None	Reviewed potential high impact Idaho House and Senate legislation proposals, especially city lease limitations, city annexation procedures, and liquor license expansion for historic buildings
24-Jan	SV Guides	recreation	Zach Crist	Ketchum	Partner Meeting	None	None	Discussed Kinex Cu mine expansion in Mackee and possible support for their planning and company interface efforts
24-Jan	Hillside Gains	food & beverage	Brett Stevenson	Bellevue	Partner Meeting	None	None	Discussed problems with Outfitters Guides Management Plan draft submitted by SNRA; proposed advocacy letter on behalf of Blaine Co's 20 guiding orgs to allow for more license days
25-Jan	US Forest Service	government	Kurt Nelson	Sun Valley	Partner Meeting	None	None	Discussed new product line of baked breads, distribution and marketing opportunities
25-Jan	Engel Voekler	real estate	Reid Sanborn	Ketchum	Partner Meeting	None	None	Discussed problems with Outfitters Guides Management Plan and objection process conducted by regional office in SLC
25-Jan	Walnut Ave Mall	real estate	Chip Fisher	Ketchum	Partner Meeting	None	None	Discussed current status of commercial projects underway; new construction on SV Rd and 1st Ave is commercial only and pre-sold to 4 local businesses
								Discussed move of Topnotch into Le Saisons building and backfilling former space in Walnut Ave Mall; also possible approaches on Simplot parcel

Projects that i

Date	Project/ Company Name	City	Industry	Opportunity Type	Number Existing Jobs	Potential Job Creation
1-Jul	Revelry Group	Ketchum	Food & Beverage	Business Attraction	17	29
1-Jul	Wild Rye	Ketchum	Outdoor Recreation	Business Attraction	8	30
1-Jul	Yellow Belly	Hailey	Food & Beverage	Business Retention	2	0
1-Aug	Carey Grocery	Carey	Food & Beverage	Business Attraction	0	15
1-Aug	River & Spruce multifamily	Hailey	Workforce Housing	Community Development	0	1
1-Aug	Root Wine Bar	Hailey	Restaurant	Business Attraction	0	20
1-Sep	Zhou 75	Hailey	Restaurant	Business Retention	15	15
1-Sep	Mahoneys	Bellevue	Restaurant	Business Retention	12	12
1-Sep	Silver Dollar Saloon	Bellevue	Restaurant	Business Retention	12	12
1-Oct	Whallen Dentistry	Hailey	Healthcare	Business Retention	7	4
1-Nov	The Place	Hailey	Restaurant	Business Attraction	0	10
1-Nov	SUN Fixed Base Operator	Hailey	Aviation	Business Attraction	0	25
1-Nov	YaYa	Hailey	Retail	Business Attraction	0	5
1-Jan	Tamarak Lodge	Ketchum	Lodging	Business Retention	20	0
1-Jan	Wyld Gin	Ketchum	Food & Beverage	Start Up Business	0	2
1-Jan	Wyle Beet	Hailey	Restaurant	Start Up Business	0	2
1-Jan	Town & Park Jewelers	Sun Valley	Retail	Business Retention	4	0
1-Jan	Elkhorn Springs Modular Rentals	Sun Valley	Housing	Community Development	0	1
1-Jan	Davis Reed	Ketchum	Retail	Business Retention	10	0

1-Jan	Café Della	Hailey	Restaurant	Business Retention	6	0



# Opportunities Report

involve CapEx, job creation, and/or

Potential Capital Investment	Incentives Applied For	Project Stage
\$1,800,000	TRI	In Progress
\$0	TRI	In Progress
\$0	None	In Progress
\$200,000	None	In Progress
\$15,000,000	None	In Progress
\$400,000	None	In Progress
\$300,000	None	In Progress
\$300,000	None	In Progress
\$300,000	None	In Progress
\$500,000	None	In Progress
\$250,000	None	In Progress
\$10,000,000	None	In Progress
\$200,000	None	In Progress
\$500,000	None	In Progress
\$0	None	Closed Won
\$50,000	None	Closed Won
\$0	None	In Progress
\$11,400,000	None	In Progress
\$0	None	In Progress

\$0	None	In Progress

## incentives

### Summary of Project

Revelry relocation from Portland to Sun Valley area proceeding as planned; temporary office accommodations secured for first 17 permanent employees; 9000 sf of new build office space secured for ground floor of 1st & 4th building under construction with occupancy expected early 2023; 1st major new program was Global Food Innovation conference in July '22 which hosted 500 attendees over 4 days at SV Resort

Wild Rye growth trajectory on track; expansion into new Ketchum office completed in March '22; actively hiring to accommodate increase in wholesale sales channels

Owner of retail ice cream store seeking to exit; local food entrepreneur evaluating brand purchase  
Current Carey resident and owner of automotive shop in early planning stages to reopen the shuttered grocery store on main st. Retrofitting interior space personally with view to subletting parts to other new businesses; discussed providing supply chain contacts and start up capital

new 51 unit apartment project in new high density overlay district; priced for workforce housing

new wine bar being set up by new resident; hired existing Chef Chris  
business of 20 years closing; purchase of building for development of new Asian themed restaurant by local restaurant entrepreneur

business under contract for sale to new owner

business under contract for sale to new owner

business under contract for sale to new owner; owner plans to expand footprint and add 1-2 dentists with support staff

New noodle bar serving dinners; variable operating hours as they get staffed up  
Announcement that Friedman Airport Authority has received and will be soliciting indications of interest to establish a 2nd Fixed Base Operator (FBO) for General Aviation services (fueling, hangaring etc) at SUN; expansion option allowed under FAA approved Master Plan; likely to be a multi year solicitation assessment process; SVED was contacted by a potential operator 2 years ago and discussed potential incentives at that time

New clothing store serving women and children

2-Yr remodeling project completed this month; mostly interiors and 26 guest rooms

New startup using existing blend stock to produce new brand

New startup foodtruck focused on vegan cuisine; sub leasing space outside Sturtos in Hailey  
Going out of business; unable to sell business after trying for c18 months; liquidating inventory and surrendering lease in SV Village

Early planning for 19 units in SV Elkhorn; 2-3 bedroom units for rent that will be made available to local employees only

Going out of business sale with liquidation of inventory





**Sun Valley Economic Development, Inc.**  
**FY 2022 ACTUALS**  
 January - December 2022

	FY22		
	Actual	Budget	
<b>Income</b>			
<b>Income</b>			
<b>Events</b>			
<b>Summit</b>			
Registrations	5,175	7,500	
Sponsorships	2,100	7,500	
<b>Total Summit</b>	<b>\$ 7,275</b>	<b>\$ 15,000</b>	
<b>Total Events</b>	<b>\$ 7,275</b>	<b>\$ 15,000</b>	
<b>Grant Income</b>			
Idaho Power		2,500	
IWDC Grant Incoe (Restricted)	3,125		
Other Grant Income	1,000		
State Dept of Commerce	27,200	24,150	
<b>Total Grant Income</b>	<b>\$ 31,325</b>	<b>\$ 26,650</b>	
<b>Private Sector</b>			
Membership	51,150	40,000	
<b>Total Private Sector</b>	<b>\$ 51,150</b>	<b>\$ 40,000</b>	
<b>Public Sector</b>			
Blaine County		30,000	Late Receipt; included in 2023 financials
Hailey	3,000	4,000	
Ketchum	10,000	10,000	
Kura	15,000	15,000	
Sun Valley	7,500	8,500	
<b>Total Public Sector</b>	<b>\$ 35,500</b>	<b>\$ 67,500</b>	
<b>Total Income</b>	<b>\$ 125,250</b>	<b>\$ 149,150</b>	
Interest Income	5	12	
z In Kind Revenue & Services	15,800	15,000	
<b>Total Income</b>	<b>\$ 141,055</b>	<b>\$ 164,162</b>	
<b>Gross Profit</b>	<b>\$ 141,055</b>	<b>\$ 164,162</b>	
<b>Expenses</b>			
<b>Expenses</b>			
<b>Project Expenses</b>			
Forums & Meetings	0		
Incubation			
Culinary	1,000		
<b>Total Incubation</b>	<b>\$ 1,000</b>	<b>\$ 0</b>	
<b>Total Project Expenses</b>	<b>\$ 1,000</b>	<b>\$ 0</b>	
<b>Total Expenses</b>	<b>\$ 1,000</b>	<b>\$ 0</b>	
<b>Office Administration</b>			
Accounting			

General Accounting	4,223	3,600
Tax Preparation	1,077	1,200
<b>Total Accounting</b>	<b>\$ 5,299</b>	<b>\$ 4,800</b>
Bank Costs	855	600
Dues & Subscriptions	759	350
Other Fees & Service	2,687	1,700
<b>Total Office Administration</b>	<b>\$ 9,601</b>	<b>\$ 7,450</b>
<b>Operating Expenses</b>		
<b>Compensation</b>		
<b>Executive Director</b>		
Base	100,000	98,663
Bonus	8,530	9,733
<b>Total Executive Director</b>	<b>\$ 108,530</b>	<b>\$ 108,396</b>
<b>Total Compensation</b>	<b>\$ 108,530</b>	<b>\$ 108,396</b>
Consulting	7,209	8,000
Marketing	5,806	5,500
Professional Fees		200
Training	535	500
Travel, Meals & Entertainment Expense	5,665	5,000
Web Site	390	1,000
<b>Total Operating Expenses</b>	<b>\$ 128,135</b>	<b>\$ 128,596</b>
Uncategorized Expense		535
<b>Total Expenses</b>	<b>\$ 138,737</b>	<b>\$ 136,581</b>
<b>Net Operating Income</b>	<b>\$ 2,319</b>	<b>\$ 27,581</b>
<b>Other Expenses</b>		
In-Kind Revenue & Services	15,800	15,000
Loans Repayment & Miscellaneous	0	1,905
<b>Total Other Expenses</b>	<b>\$ 15,800</b>	<b>\$ 16,905</b>
<b>Net Other Income</b>	<b>\$ -15,800</b>	<b>\$ -16,905</b>
<b>Net Income</b>	<b>\$ -13,481</b>	<b>\$ 10,676</b>

Thursday, Feb 09, 2023 12:03:40 PM GMT-8 - Accrual Basis

**Sun Valley Economic Development, Inc.**  
**FY 2023 Budget APPROVED**  
 January - December

	<b>Approved FY23 Budget</b>
<b>Income</b>	
<b>Income</b>	
<b>Events</b>	
<b>Summit</b>	
Registrations	\$ 2,000
Sponsorships	\$ 7,500
<b>Total Summit</b>	<b>\$ 9,500</b>
<b>Total Events</b>	<b>\$ 9,500</b>
<b>Grant Income</b>	
Idaho Power	
IWDC Grant Incoe (Restricted)	\$ 21,875
Other Grant Income	\$ 1,000
State Dept of Commerce	\$ 24,100
<b>Total Grant Income</b>	<b>\$ 46,975</b>
<b>Private Sector</b>	
Membership	\$ 60,000
<b>Total Private Sector</b>	<b>\$ 60,000</b>
<b>Public Sector</b>	\$ -
Blaine County	\$ 55,000
Hailey	\$ 3,000
Ketchum	\$ 15,000
Kura	\$ 5,000
Sun Valley	\$ 6,500
<b>Total Public Sector</b>	<b>\$ 84,500</b>
<b>Total Income</b>	<b>\$ 200,975</b>
Interest Income	\$ 2,800
z In Kind Revenue & Services	\$ 18,000
<b>Total Income</b>	<b>\$ 221,775</b>
<b>Gross Profit</b>	<b>\$ 221,775</b>
<b>Expenses</b>	
<b>Expenses</b>	
<b>Project Expenses</b>	
Forums & Meetings	\$ 10,000
<b>Incubation</b>	
Culinary	\$ 1,000
<b>Total Incubation</b>	<b>\$ 1,000</b>
<b>Total Project Expenses</b>	<b>\$ 11,000</b>
<b>Total Expenses</b>	<b>\$ 11,000</b>
<b>Office Administration</b>	\$ -
Accounting	



General Accounting	\$ 5,000
Tax Preparation	\$ 1,500
<b>Total Accounting</b>	<b>\$ 6,500</b>
Bank Costs	\$ 900
Dues & Subscriptions	\$ 1,000
Other Fees & Service	\$ 3,000
<b>Total Office Administration</b>	<b>\$ 24,400</b>
<b>Operating Expenses</b>	
<b>Compensation</b>	
<b>Executive Director</b>	
Base	\$ 100,000
Bonus	\$ 10,000
<b>Total Executive Director</b>	<b>\$ 110,000</b>
<b>Total Compensation</b>	<b>\$ 110,000</b>
Consulting	\$ 29,875
Marketing	\$ 10,000
Professional Fees	\$ 200
Training	\$ 800
Travel, Meals & Entertainment Expense	\$ 5,300
Web Site	\$ 1,600
<b>Total Operating Expenses</b>	<b>\$ 157,775</b>
Uncategorized Expense	\$ -
<b>Total Expenses</b>	<b>\$ 193,175</b>
<b>Net Operating Income</b>	<b>\$ 28,600</b>
<b>Other Expenses</b>	
In-Kind Revenue & Services	\$ 18,000
Loans Repayment & Miscellaneous	\$ 4,572
<b>Total Other Expenses</b>	<b>\$ 22,572</b>
<b>Net Other Income</b>	<b>\$ 6,028</b>
<b>Net Income</b>	<b>\$ 6,028</b>

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**Sun Valley Economic Development, Inc.**  
**Balance Sheet**  
As of December 31, 2022

	<b>Total</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Bank Accounts</b>	
<b>Bank Accounts</b>	
Checking-Sustain Blaine (Zions)	0.00
<b>Total Bank Accounts</b>	<b>\$ 0.00</b>
Checking x 0713	18,276.98
PayPal	0.00
Savings x4864	85,995.33
<b>Total Bank Accounts</b>	<b>\$ 104,272.31</b>
<b>Accounts Receivable</b>	
Accounts Receivable	35,300.00
<b>Total Accounts Receivable</b>	<b>\$ 35,300.00</b>
<b>Other Current Assets</b>	
Undeposited Funds	0.00
<b>Total Other Current Assets</b>	<b>\$ 0.00</b>
<b>Total Current Assets</b>	<b>\$ 139,572.31</b>
<b>Other Assets</b>	
Organizational Costs	10.00
<b>Total Other Assets</b>	<b>\$ 10.00</b>
<b>TOTAL ASSETS</b>	<b>\$ 139,582.31</b>
<b>LIABILITIES AND EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
Accounts Payable	-381.00
<b>Total Accounts Payable</b>	<b>-\$ 381.00</b>
<b>Other Current Liabilities</b>	
Refundable Deposit	0.00
<b>Total Other Current Liabilities</b>	<b>\$ 0.00</b>
<b>Total Current Liabilities</b>	<b>-\$ 381.00</b>
<b>Long-Term Liabilities</b>	
Deferred Interest	5,940.00
SBA CARES EIDL - LOAN 2.75% 30 Year	88,900.00
<b>Total Long-Term Liabilities</b>	<b>\$ 94,840.00</b>
<b>Total Liabilities</b>	<b>\$ 94,459.00</b>
<b>Equity</b>	
Unrestricted Net Assets	29,270.37
Net Income	15,852.94
<b>Total Equity</b>	<b>\$ 45,123.31</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$ 139,582.31</b>

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February 21, 2023

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation To Review and Provide Feedback on the Planning and Building Department Workplan and the activities of the Historic Preservation Commission in 2023**

Recommendation and Summary

Staff is recommending the council review and provide feedback on the Planning and Building Department's workplan and the proposed activities of the Historic Preservation Commission in 2023.

The reasons for the recommendation are as follows:

- The department workplan will guide the staffing priorities and workload management for the upcoming year.
- The Historic Preservation Commission has a specific set of work that falls under their roles and responsibilities that may require additional financial resources as the workplan progresses including graphic design support for the hand book and funding for additional surveying of historic properties
- City staff will evaluate grant opportunities to support any activities needing additional funding

Introduction and History

The Planning and Building Department has been working with city administration to identify projects that the department will be involved in over the next few years. To focus the efforts of staff and provide transparency to the P&Z Commission, the HPC, the Council, and the public, staff has prepared a department work plan for 2023. Some projects extend into 2024 and 2025 depending on the scope of the work. Below is an overview of the initiatives/projects, and general timeframes of those projects. The focus of the discussion at the February 21, 2023 meeting with Council is the elements of the work plan specific to the Historic Preservation Commission's efforts in the coming year and any general comments the council has. Staff will prepare a separate memo and more detailed discussion on the Comprehensive Plan Audit and Land Use Regulations rewrite for a meeting in March 2023.

*Planning and Building Department - Role*

The Ketchum Planning & Building (P&B) Department believes in working collaboratively with property owners, design and construction professionals and the public to ensure development is reflective of the community's values. The P&B Department assists with all aspects of development, including zoning inquiries, building permits, design review, floodplain development, sign permits, fence permits, comprehensive long-range planning and code amendments. The Planning and Building Department also provides staff support to the Historic Preservation Commission and the Ketchum Sustainability Advisory Committee.

Analysis - Department Work Plan

The upcoming year's work is grouped into three main buckets:

- Administration and Communication
- Projects and Initiatives where P&B is the lead
- Projects and initiatives where P&B provides support

The work outlined below is in addition to the current planning job functions of the department which includes review of land use applications, building permits, responding to general inquiries from the public, and code enforcement.

The city has formulated a technical advisory group (TAG) of architects, developers, contractors, engineers, landscape architects, and others. This group will be advisory only but will serve as a sounding board for the projects and initiatives outlined in this work plan including but not limited to the review of revised checklists and application materials, process improvements, and draft ordinance language. Staff is currently developing informational material for the group and has begun recruitment of its members as of the date of this memorandum.

#### *Administration and Communication*

The following administration and communication activities will be conducted:

- Jan – begin monthly reporting of key data points tracked by the P&B department
- Jan/Feb – Staffing and onboarding
- Jan/Feb - Audit of P&B website for correction of errors and general information cleanup
- March – Launch of an Active Land Use Applications portion of the website
- March – Launch of quarterly P&B newsletter
- March – Outreach to property owners in areas prone to flooding prior to spring runoff
- April – Begin bi-annual development meetings prior to and following summer construction season
- Feb-May – Development of any additional web content and FAQs
- May-Dec – Ongoing monthly and quarterly communications to Commission, Council, and the public

#### *P&B Lead Projects*

The following major projects will be led by staff of the P&B department but may include consultants hired to assist in the work. The timeframes outlined below are targets and will be updated as projects progress. Status updates will be provided on a quarterly basis:

- Historic Preservation Commission (HPC) Initiatives
  - Annual Workplan
    - Jan/Feb- Information Gathering and Development of Annual Workplan
    - February- Finalize work plan and present to City Council
  - Update of Application Form for “Alteration or Demolition of an Historic Structure”
    - February – Review revised application form and checklist
    - March/April – Develop application for “Designation of a New Historic Structure or Site”
  - Historic Preservation Handbook
    - March - Conduct comprehensive research of regulatory and financial incentives for historic preservation
    - April/June - Finalize handbook content and present to HPC for preliminary approval
    - June – Transfer handbook content into graphic form (consultant)
    - July – Review and approval of final handbook by the HPC
    - Aug/Sept – Roll out of handbook to the community and property owners of historic structures
  - Survey of Historic Assets
    - June – Review mapping of remaining historic assets and determine scope of additional surveying
    - July/August – Request for Proposals (RFP) to select consultant team for surveying of additional assets
    - Fall/Winter – Surveying, data gathering, and recommendation of properties (length of time depends on number of properties)
    - Winter – Adoption of updated Historic Building/Site List

- Interim Ordinance 1234 Revisions
  - Jan-April – evaluation of interim ordinance to identify revisions and identify other priority changes to the land use regulations
  - April-June – draft of permanent ordinance
  - June-Sept – review and adoption of permanent ordinance. Adoption must be complete no later than October 19, 2023.
- Land Use Regulations Rewrite– includes Title 12, Title 15, Title 16, and Title 17 of the Ketchum Municipal Code
  - March - Process and timeline review with Commission and City Council (draft RFP)
  - April-June – RFP publication and selection of consultant team
  - June-Nov – Project scoping exercise and data gathering
  - Oct 2023-Mar 2024 – Comprehensive Plan Audit and identification of amendments or clarifications
  - January 2024 – December 2025 (2 years) – rewrite timeframe
- Review and adoption of new FEMA Floodplain Maps
  - Jan- draft maps released
  - Fall – preliminary Flood Insurance Rate Maps (FIRMs) and Flood Information Study (FIS) released
  - Winter 2023/2024 – Public Meeting/Workshop to review draft maps and information
  - The appeal period and final adoption steps have not been scheduled at this time; however, staff believes the target effective date for the new maps is likely sometime in 2025.

*P&B Support Projects*

The following projects are not led by P&B staff; however, staff supports these projects in a variety of capacities including land use analysis, mapping, policy development, permitting, regulatory guidance, and more.

- Warm Springs Preserve Master Plan
  - Feb 14th – Joint work session with Commission and City Council
  - March – Adoption of Master Plan
  - Spring/Summer/Fall – completion of construction drawings and permitting
  - Spring 2024 – construction start
  - P&B staff is providing feedback on the draft master plan and will work with the consultants on floodplain development permit requirements and process.
- Adoption of City’s Right-of-Way Standards
  - Jan/Feb – internal review of current right-of-way standards
  - Mar/Apr – review and adoption of standards by City Council
  - P&B staff is preparing a policy document for review by the City Council related to snowmelt requirements/allowances in the right-of-way
- Feasibility Analysis of Development of Community Housing on City Owned Properties
  - Nov 2022-Jan 2023 – RFQ for consulting services
  - Jan/Feb – community engagement
  - Feb/Mar – feasibility analysis and final deliverables
- Housing Action Plan Annual Update – lead by the Housing Department and likely to kick off in Summer 2022
- 5B CAN (Climate Action Now) – regional sustainability plan led by the Sustainability Manager for Blaine County and jointly funded by the City of Ketchum.
- Ketchum Sustainability Advisory Committee – provide staff support for the analysis and annual reporting of the committee’s activities
- Transportation Projects – these projects are ongoing with completion dependent on funding and applicable coordination with the Idaho Transportation Department (ITD)
  - Warm Springs and Lewis Street Roundabout

- Hwy 75/Main Street right-of-way improvements including extension of bike path north to Saddle Rd
- Evaluation of potential protected bike lanes
- Review of the city's bicycle network
- Evaluation of the city's sidewalk infrastructure in the Community Core (downtown)
- Placemaking Projects
  - Downtown Parking Action Plan – began data gathering and initial evaluation in 2022, will continue through spring 2023
  - Wayfinding and Signage Evaluation – initial discussions between staff and arts commission, not formally initiated yet
  - Town Square Master Plan – not initiated yet
- Urban Tree Canopy Study – county wide analysis of the existing tree canopy and development of policies and actions to preserve and grow the canopy. P&B department staff and the City Arborist are primary points of contact for the City of Ketchum

### Sustainability

The city's sustainability goals may play a role in a variety of the projects noted above. City staff will review opportunities to address sustainability goals as applicable for each project and present recommendations for consideration by the HPC, Commission, or Council.

### Financial Impact

The HPC work plan may require additional funding for activities. The city's FY23 budget already accounts for graphic design support for the handbook. Additional surveying work is not specifically budgeted for FY23, however, some professional service funds budgeted for the department could be used dependent on the scope of work. Prior to execution of that portion of the workplan, staff will identify the full scope of work for the project and identify potential grant opportunities for the work. If additional funds are necessary to complete the work, additional conversations with city administration and city council will be conducted.



## City of Ketchum

February 21, 2023

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Hold First Reading of Ordinance #1246 – Idaho Power Franchise Agreement and Approval of Clean Energy Cooperation Statement**

#### Recommendation and Summary

On February 7, 2022, the Council approved a one year extension of the Idaho Power Franchise Agreement in order to allow staff proper time to negotiate a new ten-year agreement. Staff is recommending the Council hold the first reading of the ordinance and approve the Clean Energy Cooperation Statement.

**Motion #1 – “I move approval of first reading by title only of Ordinance #1246.”**

**Motion #2 – “I move approval of the Clean Energy Cooperation Statement.”**

The reasons for the recommendation are as follows:

- The new franchise contains improvements for the following policy areas:
  - Public right-of-way coordination
  - Private development coordination/standards
- The Clean Energy Cooperation Statement aligns with the Council’s established clean energy goals
- The long-term franchise agreement will enable the city to continue to collect the franchise fee to fund the Capital Improvement Plan

#### Introduction and History

Idaho state law (50-342) authorizes cities to either directly produce power and distribute to residents or to franchise that authority to another service provider. State law (50-328) further outlines the city’s ability to regulate the permitting and placement of utility transmission systems within public rights-of-ways and public spaces.



Key changes from previous franchise agreement (due to numerous changes in the document, tracked changes were difficult to follow):

1. **Section 4:** new language outlines the need for an MOU, which details expectations for activity within the public right of way. The goal would be to only require Idaho Power to complete an encroachment permit should they desire to deviate from the standards outlined in the MOU.
2. **Section 5:** new language reinforces that Idaho Power must comply with the approved conditions for utility work on private property approved via the city's planning and zoning process.
3. **Section 7:** new language that references the creation and execution of a Clean Energy Cooperation Statement. Staff initially requested this language to be contained in the franchise. Idaho Power stated it was not willing to do so as they felt it is was not within the legal spirit of the franchise agreement.
4. **Section 8:** updated language to improve the coordination of street light management.
5. **Section 9:** new language to improve on energy consumption data reports.
6. **Section 17:** updated language regarding arborist standards for vegetation management.
7. **Section 18:** new language regarding alternative forms of power generation by the city.

#### Sustainability Impact

Clean Energy Cooperation Agreement focuses on partnership with Idaho Power to achieve the city and county's clean energy goals.

#### Financial Impact

The city currently collects a three percent franchise fee. The ten-year extension will ensure those fees continue to be collected. The city has requested Idaho Power partner with the city and Idaho Transportation Department to develop a multi-year repayment agreement associated with undergrounding the power lines from Weyyakin to River Street in conjunction with the roadway improvements in 2025-26. Idaho Power has indicated it will entertain the request.

#### Attachments

1. New Franchise Agreement (Ordinance #1246)
2. Clean Energy Cooperation Statement
3. Previous Franchise Agreement (Ordinance #1092)

ORDINANCE NO. 1246

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, IN ACCORDANCE WITH IDAHO CODE 50-328, 50-329 AND 50-329A, GRANTING A FRANCHISE TO IDAHO POWER COMPANY, A CORPORATION, AND TO ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, MAINTAIN AND OPERATE IN AND UPON THE PRESENT AND FUTURE STREETS, HIGHWAYS AND OTHER PUBLIC PLACES WITHIN THE CORPORATE LIMITS OF THE CITY OF KETCHUM, IDAHO, ELECTRIC UTILITY PROPERTY AND FACILITIES FOR SUPPLYING ELECTRICITY AND ELECTRIC SERVICE TO THE CITY, THE INHABITANTS THEREOF, AND OTHERS FOR A TERM OF TEN (10) YEARS, INCLUDING THE NONEXCLUSIVE RIGHT TO PHYSICALLY LOCATE AND MAINTAIN TELEPHONE, CABLE, FIBER OPTICS OR OTHER COMMUNICATIONS FACILITIES; SETTING FORTH AN AGREEMENT NOT TO COMPETE, RESERVING POWER OF EMINENT DOMAIN; PROVIDING FOR THE PAYMENT OF FRANCHISE FEES; AND SPECIFYING OTHER LIMITATIONS, TERMS AND CONDITIONS GOVERNING THE EXERCISE OF SAID FRANCHISE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM, IDAHO THAT:

SECTION 1. The City of Ketchum, Idaho (hereinafter called the "City") hereby grants to IDAHO POWER COMPANY, a corporation, and to its successors and assigns (hereinafter called the "Grantee") the right (subject to the rights of the City set forth in Section 18 hereof), privilege and franchise for a period of Ten (10) years from and after \_\_\_\_\_, however, with the right to amend by mutual agreement in accordance with Section 19, to construct, maintain and operate in and upon the present and future streets, alleys, highways and other public places within the corporate limits of the City, electric utility property and facilities for supplying electricity to the City, and the inhabitants thereof, and to persons and corporations beyond the limits of the City, including the nonexclusive right to physically locate and maintain telephone, cable, fiber optics or other communications facilities of the Grantee or other parties, (provided, that Grantee shall comply with the City's requirements for cable system franchises) all subject to the terms and conditions hereinafter specified. In the case of annexation of property to the corporate limit, such area will be considered under this agreement, upon effective date of the annexation, subject to Section 14 hereof. All such electric utility property and facilities now maintained by the Grantee within the streets, alleys, highways, and other public places within the corporate limits of the City shall be deemed covered by this ordinance as provided herein.

SECTION 2. All of the Grantee's electric property and facilities in and upon the present and future streets, alleys, highways and public places within the corporate limits of the City shall be constructed and at all times maintained in good order and condition and in accordance with standard engineering practices and all applicable safety codes and lawful governmental regulations, including all applicable state and federal regulations and all construction standards presently in effect by the Idaho Public Utilities Commission or adopted by that Commission during the term of this franchise agreement. Grantee's electric property and facilities will comply with all

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present and future ordinances, regulations and policies of the City providing for construction of facilities, buildings and structures utilizing green or sustainable building and construction standards, provided such ordinances, regulations and policies are not in conflict with applicable regulations and standards of the Idaho Public Utilities Commission and Idaho Power Company construction standards.

SECTION 3. Upon request of the City, the Grantee shall relocate its facilities as necessary within the present and future streets, alleys, highways and other public places owned by the City. Relocation costs shall be as follows:

- A. Except as specified in Section 3C, all overhead to overhead or underground to underground relocations shall be the responsibility of the Grantee and shall be relocated at no cost to the City.
- B. Except as specified in Section 3C, all overhead to underground relocation and improvements shall be the responsibility of the City, and the Grantee shall only charge for the actual costs as recorded on the Grantee's accounts ("Actual Costs"). In determining Actual Costs, the City shall receive credit for salvage and for road widening projects, for Grantee's cost of relocating the facilities as if they had been relocated overhead to overhead. Actual Costs shall be exclusive of profit allowances of Grantee. Grantee shall not be required to place facilities underground under this Agreement if such action is not feasible from an engineering, operation or maintenance standpoint.
- C. If either the City or a third party requests Grantee's facilities be relocated for the benefit of the third party, then the third party shall pay for all costs of the relocation. For all private development where the City requires the private developer to provide for upgrades, new services, or undergrounding of Grantee's facilities, the costs shall be borne by the private development, except that the City may require the Grantee to relocate Grantee's facilities located in the City right-of-way at the Grantee's cost where the primary driver of the relocation is to benefit public pedestrian and vehicle travel over the City right-of-way, even though the relocation may also benefit a third-party development. In the event federal, state or other funds are available in whole or in part for utility relocating purposes, the City shall apply for such funds and the Grantee will be reimbursed to the extent any such funds are actually obtained.

SECTION 4. Grantee shall be authorized to make all needful or convenient excavations and/or installations in any of the present and future public streets, alleys, highways and other public places within the corporate limits of the City for the purpose of erecting and maintaining the posts, poles, towers, or other supports for its wires or for the purpose of laying, maintaining and operating

conduits, vaults, transformers and wires and other conductors underground for the purpose aforesaid, or to repair and improve such electric power and light system and to extend the same. Grantor and Grantee will enter into a Memorandum of Understanding (“MOU”) setting forth the process the parties will follow for Grantee to install new facilities within the City rights-of-way under this Agreement. The MOU will reflect Grantee’s right to install facilities within the City’s rights-of-way under this Agreement, while also recognizing the City’s right to assure that the installations comply with the standards set forth in Section 2 above. Until such time as the MOU is adopted by both the City and Grantee, Grantee agrees to comply with the provisions of the Ketchum Municipal Code for its encroachments and use of the City’s public right of way and public property, provided that such compliance will not waive any of Grantee’s rights under this Agreement.

When the Grantee, or any persons or corporation under the authority of this franchise, shall disturb any of said streets, alleys, highways or other public places for the purposes of excavation or installation of equipment, he, it, or they, shall restore the same to good order and condition as soon as practicable and without unnecessary delay. Failing to do so after five days’ notice from the City or its duly authorized officer or officers, the City may place said street, alley, highway, or public place in such a condition at the cost and expense of the Grantee, and said Grantee will forthwith pay the full cost and expense thereof upon demand of the City. All facilities constructed under this ordinance shall be placed and maintained at such places and positions in or upon such public ways and public places as shall not interfere with the passage of traffic and shall conform to all application laws, rules and regulations. Grantee shall secure a permit for any opening it shall make in the streets, alleys, and public places in the city and shall be subject to all applicable ordinances except in cases of emergency.

- A. In consideration of Ketchum allowing Grantee to maintain the Grantee’s facilities in the public right-of-way, Grantee agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from Grantee’s facilities constructed, installed and maintained in the public right-of-way, except to the extent such claims result from the negligence of the City. Grantee shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Grantee’s part to be performed under this Agreement, or arising from any negligence of Grantee or Grantee’s agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Grantee, upon notice from Ketchum, shall defend Ketchum at Grantee’s expense. As a material part of the consideration to the City, Grantee hereby waives all claims against the City for damages to Grantee’s facilities located within the City’s public right-of-way or property under this Agreement, except to the extent such claims result from the negligence of the City.

- B. Grantee understands and agrees that by maintaining Grantee's facilities in the public right-of-way pursuant to this Agreement, Grantee obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Grantee obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

In those areas where other utilities are locating facilities underground, or where underground facilities are required, the Grantee agrees to utilize the same trenches, where feasible, as other utility companies, such as City utilities, telephone, or electric utilities and to allow others to utilize the Grantee's trenches, where feasible, and on a prorated basis. Grantee agrees not to charge the City for its use of said trenches.

SECTION 5. Where the City has planning and zoning rules that require property owners to obtain City approval for the location and screening of Grantee's transformers and other above-ground equipment on private property within the City, Grantee and City shall confer and mutually agree upon the location of the equipment. Such equipment shall be screened from public view in a manner mutually agreeable to the City and Grantee.

SECTION 6. Grantee and City acknowledge they are currently operating under a Master Plan approved and adopted by the City pursuant to Ordinance No. 890, adopted by the City on January 7, 2002, which provides a framework for providing new services and upgrades, including working towards eliminating all overhead facilities and relocating such facilities underground and at grade. In connection with the Master Plan, in the month of April of each calendar year during the term of this agreement, the Grantee and the City of Ketchum will hold a "Pre-Construction/Review" meeting to review upcoming Idaho Power or City generated projects.

SECTION 7. The Grantee shall work in good faith to cooperate and collaborate with the City as the City works toward its clean energy and climate goals. Therefore, the City and Grantee have entered into a Joint Clean Energy and Climate Protection Cooperation Agreement.

SECTION 8. The City and Grantee shall work together to develop a management plan of existing Grantee-owned streetlights within the City of Ketchum, including but not limited to mapped locations of Grantee-owned streetlights; documentation of lumen level and dark sky compliance; citizens may petition for a light removal, shielding options, and/or light distribution patterns. Upon the City's request, Idaho Power and the City will update the streetlight management plan on an annual basis. All fees associated with Grantee's streetlight work under the master plan shall reflect the Idaho Public Utilities Commission's Schedule 41, Street Light Service, as amended.

SECTION 9. On an annual basis, the Grantee shall provide to the City a quarterly energy use summary of the residential, commercial and irrigation power consumption within the city limits; provided however, that the Grantee shall have sole discretion to aggregate the data as Grantee deems necessary to protect the confidential and proprietary nature of the information. In addition, on an annual basis, the Grantee shall provide monthly power data to the City for its owned-and-occupied facilities, and by special request as needed for analysis for City projects; provided that the data is available to Grantee in its systems in the format requested.

SECTION 10. The City shall have the right and privilege to string and maintain wires for its internal communications for its fire, police, airport and other services upon the poles and other facilities erected and maintained by the Grantee hereunder, subject to the Rules and Regulations of the Idaho Public Utilities Commission. The City shall string, maintain and operate such wires at its own expense, risk and responsibility, and in accordance with all legal requirements and good engineering practices, and in such manner as not to impose any additional expense upon Grantee of its said overhead or underground facilities. Any such wires of the City shall be subject to interference by the Grantee only when necessary in the maintenance, operation or repair of the Grantee's own fixtures, wires, facilities and appurtenances.

SECTION 11. The Grantee shall at all times indemnify and hold the City, its officers, employees and agents harmless from any and all expenses or liability arising from and against, or by reason of any negligent act or omission of the Grantee, its representatives or employees, in the construction, operation or maintenance of any of the Grantee's electric utility property or facilities. Grantee shall maintain its electric utility property and/or facilities free of noxious weeds and in an orderly condition as required by the Ordinances of the City. Grantee shall abate any such noxious weeds immediately upon receipt of written notice from the City.

SECTION 12. Upon acceptance of this franchise by Grantee and before Grantee shall have any rights hereunder, Grantee shall file with the City Clerk a Certificate of Insurance evidencing General Liability Insurance which covers claims for Bodily Injury, Property Damage and Personal Injury. Such insurance shall have minimum limits of \$1,000,000 per occurrence. The City of Ketchum shall be named as an "Additional Named Insured" under Grantee's insurance policy. Should the minimum limits of insurance as set forth herein be increased above \$1,000,000, pursuant to the Idaho Tort Claims Act (Idaho Code §6-901 *et. seq.*) or any similar legislation, the Grantee shall be required to provide the City with a new Certificate of Insurance evidencing the higher limits upon the City's request.

SECTION 13. The electric service to be furnished to the public hereunder, and all rates and charges therefore, and all regulation of the Grantee hereunder, shall at all times be subject to all rules, regulations and orders that may be lawfully prescribed by the Idaho Public Utilities Commission or by any other governmental authority now or hereafter having jurisdiction over such matters. During the term of this franchise, Grantee shall at all times assure that customers within the City have access to customer service from the Grantee as required by the Idaho Public Utilities Commission.

SECTION 14. As compensation for the right, privilege and franchise hereby granted, Grantee agrees to pay to the City on or before the 30th day of January, April, July and October, an amount equivalent to Three Percent (3%) of Grantee's "gross revenues" for the preceding calendar quarter. For purposes of this Section, "gross revenues" shall mean the amount of money billed by the Grantee for the electricity it sells within the corporate limits of the City to customers, less uncollectibles. The City shall provide appropriate information to the Grantee to allow the Grantee to identify which of its customers are located within the corporate limits of the City for purposes of paying franchise fees. Grantee shall not be responsible for any failure to pay franchise fees which results from deficiencies in such information provided by the City. In the event the City annexes a new area into its corporate limits, the terms of this Section 9 regarding franchise fees shall not apply to the annexed area until sixty (60) days after the City has supplied the Grantee with appropriate information for the identification of the Grantee's customers within the annexed area.

The Grantee's franchise fee payment obligations hereunder shall commence with the start of the Grantee's first full billing cycle following the effective date of this ordinance; provided that the Grantee must first receive approval from the Idaho Public Utilities Commission for the collection of the franchise fee in the rates charged by Grantee.

SECTION 15. The Grantee shall keep accurate books of account for the collection of the franchise fees for a period not to exceed three years hereunder and the City shall have the right to inspect the same at all times during business hours, and from time to time audit the same for the purpose of determining gross revenues under Section 14 above.

SECTION 16. The franchise fees paid by the Grantee hereunder will be in lieu of and as payment for any tax or fee imposed by the City on the Grantee by virtue of its status as a public utility, including but not limited to, taxes, fees or charges related to easements, franchises, rights-of-way, utility lines and equipment installation, maintenance and removal during the term of this franchise agreement.

SECTION 17. The Grantee shall have the right and privilege, insofar as the City is able to grant the same, in accordance with American National Standards Institute (ANSI) A300, Standard Practices for Trees, Shrubs, and Other Woody Plant Maintenance, of the pruning of all trees which overhang the present and future streets, alleys, highways and other public places within the corporate limits of the City, in such a manner and to such extent as will prevent the branches or limbs or other parts of such trees from touching or interfering with its wires, poles and other fixtures and equipment. Pruning shall be conducted under the supervision of an International Society of Arboriculture (ISA) certified arborist or by an ISA certified tree worker on a regular basis; provided that in some instances, the Grantee's certified arborist may not be present at the pruning site, but in all instances the pruning shall be conducted by individuals with expertise in utility vegetation management. However, except in an emergency, no pruning shall be undertaken without giving the occupant of the adjacent property written or oral notice that such pruning will be performed. Grantee agrees to meet and consult with the City's Forester, from time to time, on matters related to tree preservation goals and vegetation management.

SECTION 18. Nothing herein shall prohibit the City from producing renewable electric energy using any technology recognized as renewable under §67-8903, Idaho Statutes for internal use by the City. In addition, the City and Grantee agree to work cooperatively to explore and possibly develop geothermal or other renewable energy resources within the City for providing power to customers within the City.

In consideration of Grantee's undertaking hereunder as evidenced by its acceptance hereof, the City agrees not to engage in the business of providing electric service during the life of this franchise or any extension thereof in competition with the Grantee, its successors and assigns, but nothing herein contained shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of the State of Idaho. The City shall not grant a franchise to another electric service provider during the term of this franchise agreement unless the electric service provider has received approval to provide electrical service within the City from the Idaho Public Utilities Commission, and the City has imposed the same franchise fee on the electric service provider as paid by the Grantee.

SECTION 19. In the event of an amendment to the laws, rules or regulations of the City of Ketchum, the State of Idaho or the Public Utilities Commission of Idaho, applicable to this franchise or for periodic review of any section of this agreement, the terms of this franchise and the rights and privileges hereby conferred may be changed, altered, amended or modified upon mutual agreement between the City and the Grantee. In all cases, sixty (60) days' written notice shall be required on the part of City or Grantee to reopen the agreement pursuant to this section.

SECTION 20. Any violation by the Grantee of the provisions of this ordinance, franchise and grant, or any material portions thereof or the failure promptly to perform any of the provisions thereof, shall be cause for the forfeiture of this franchise and grant and all rights hereunder by the City after sixty (60) days' written notice to the Grantee and the continuance of such violation, failure or default. However, this provision shall not prevent the Grantee from submitting such question of violation or forfeiture to the appropriate forum (which may include the district court having jurisdiction or the Idaho Public Utilities Commission) for determination.

SECTION 21. Sale, assignment or lease of this franchise is prohibited without written notification to the City.

SECTION 22. The Grantee shall assume the cost of publication of this franchise as such publication is required by law.

SECTION 23 The Grantee shall, within thirty (30) days after final passage of this ordinance, file with the City Clerk its acceptance of this franchise in writing signed by its proper officers and attested by its corporate seal.



SECTION 24. The existing franchise agreement between the City and Grantee set forth in Ordinance 890, dated January 7, 2002, shall terminate upon the adoption and acceptance of this ordinance.

SECTION 25. Inasmuch as the Grantee has constructed and now is maintaining and operating the electric utility property and facilities in and upon the streets, alleys, highways, and public places in the City, it is hereby adjudged and declared that this ordinance is necessary for the preservation of the public peace, health and safety, and therefore this ordinance shall take effect on \_\_\_\_\_, 2023.

PASSED AND ADOPTED by the Council of the City of Ketchum on \_\_\_\_\_, 2023.

APPROVED by the Mayor on \_\_\_\_\_, 2023

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Trent Donat  
City Clerk

(Seal)

ACCEPTANCE

IDAHO POWER COMPANY, as the franchisee, accepts the franchise set forth in the above Ordinance and agrees to abide by the terms and conditions thereof.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Adam Richins  
SVP & Chief Operating Officer

ATTEST:

\_\_\_\_\_  
Secretary

(Seal)

**CITY OF KETCHUM AND  
IDAHO POWER COMPANY  
JOINT CLEAN ENERGY COOPERATION STATEMENT**

City of Ketchum ("City"), an Idaho municipal corporation, and Idaho Power Company, an Idaho corporation ("Company" or "Idaho Power") jointly state their intention to cooperate in order to further the objectives of a clean energy future.

**I. OVERVIEW**

The City is responsible for protecting the public health and safety of its residents, which includes facilitating access to clean air, dependable and affordable energy, clean water and a livable environment.

The Company is a public electric utility regulated by the Idaho Public Utilities Commission ("IPUC") in accordance with Title 61 of the Idaho Code with an exclusive right to, and responsibility for, providing safe and reliable electrical service to its customers in a nondiscriminatory manner and at rates that are fair, just and reasonable as determined by the IPUC.

Idaho Power-funded energy efficiency programs are subject to the IPUC's jurisdiction and review. Available to all customers, Idaho Power's energy efficiency programs are developed and administered in consultation with stakeholders through Idaho Power's Energy Efficiency Advisory Group ("EEAG").

The City has determined that meaningful reductions in pollution and greenhouse gas emissions will benefit all City of Ketchum residents, visitors, businesses and Idaho as a whole, through improved public health, additional economic opportunities, long-term energy price stability and a stronger sense of community security.

Idaho Power seeks to further its goal of 100% clean energy by 2045 and support the City's pursuit of energy goals as identified herein.

**II. THE CITY'S GOALS**

The City is committed to reducing pollution and the carbon intensity of electricity used in the City of Ketchum. The City has set the following goals to transition to 100% clean energy use:

- One hundred percent (100%) municipality clean energy electricity use by 2030, including at least 75% clean energy by 2025
- One hundred percent (100%) clean energy for the community-wide electricity supply by

2035

- Transition City fleet vehicles and equipment to 100% electric power as technologically and economically feasible by 2035
- One hundred percent (100%) clean energy for all energy use by 2045

The City desires to accelerate adoption of energy efficiency in the community and for municipal operations because the cheapest, cleanest energy is energy that is not used. This, in turn, will reduce energy costs.

The City aspires to the goal that net-cost changes, if any, to energy users within City of Ketchum associated with achieving its stated clean energy goals are reasonable. The City envisions measures to mitigate any incremental costs associated with pursuing a clean energy future to all City of Ketchum energy users, with a high priority placed on preventing negative impacts to low-income residents.

The City acknowledges that net lifecycle financial impacts, including both costs and benefits associated with measures used to achieve its energy goals, will benefit and thus be the responsibility of the City and energy users within City of Ketchum limits. The City acknowledges that the Company cannot treat its customers located within the City differently than other customers or provide programs or rates that are not available to all its customers, in accordance with Title 61 of the Idaho Code. If new programs are created as part of this effort, they will require IPUC approval as to terms, costs, and rates relating to services provided by the Company.

The City is motivated, in part, by continuing reductions in renewable energy costs and the desire for stable long-term energy rates. Idaho Power will advise and collaborate with the City in its efforts to develop a more resilient local energy system and its goal to create a system that rewards smart customer behavior and investments, while simultaneously offering significant social, health and economic benefits.

### **III. RENEWABLE ENERGY, ENERGY EFFICIENCY AND ELECTRIC VEHICLE PROJECTS**

Idaho Power currently offers 25 energy efficiency programs, three demand response programs, and a green power offering to customers, including those residing in the City of Ketchum. Idaho Power will work to educate, advise, and collaborate with the City in its efforts to develop additional energy efficiency and renewable resource options to benefit energy users in the City of Ketchum (residential, commercial, industrial, governmental and non-profit) to reduce carbon intensity and make significant progress towards the City's reduced emissions and reduced energy usage goals. Any energy efficiency programs

developed, funded, or administered by Idaho Power may necessitate consultation with Idaho Power's EEAG and approval by the IPUC in order to satisfy cost effectiveness standards as set by the IPUC. Any other programs would need to flow through Idaho Power's internal processes and receive approval by the IPUC, and the program or offering must continue to satisfy then-current regulatory requirements.

The City and the Company will continue to work together on existing Company assistance and incentive programs and discuss the possibility of educating and assisting building owners with energy efficiency efforts through energy efficiency incentives and rebates. In particular, the City and Company will discuss the existing utility-funded Weatherization Programs for low and near low-income residents via the South Central Community Action Partnership. Such conversations may include developing goals and actions, which if funded or administered by Idaho Power, may necessitate consultation with EEAG stakeholders and regulatory approval by the IPUC.

Idaho Power will collaborate with the City as Idaho Power evaluates programs that may include energy efficiency, demand response, energy storage and renewable energy projects, including programs designed to provide all Idaho Power customers with the ability to purchase the output of renewable energy facilities located within Idaho.

IPC will advise and collaborate with the City as it evaluates new technologies such as smart-grid and customer-side investments designed to allow efficient utilization of resources, reduced greenhouse gas emissions, and deployment of renewable energy and electric vehicle charging infrastructure beyond the point of delivery.

IPC will advise and collaborate with the City as it investigates options to deploy electric vehicle ("EV") infrastructure and innovative technologies to support EVs.

#### **IV. MUNICIPAL RENEWABLE ENERGY PROJECTS**

Idaho Power will advise and collaborate with the City as it identifies avenues for leveraging City assets (e.g., infrastructure and property) and City investments to build renewable energy projects to achieve the City's municipal energy goals.

#### **V. IMPLEMENTATION STEPS AND TIMING**

The City and the Company, along with other regional stakeholders including representatives from city government, the county, citizens, businesses, and local experts from the non-profit community, intend to work together as described in this Cooperation Statement.

The Company will collaborate with the City to develop a 10-year load forecast by providing aggregated data and modeling support setting a baseline from which work on the City's clean energy plan can be established.

The Company will provide aggregated data as it deems appropriate to support the City's publication of an annual report by April 30 of each year, beginning in 2022 and through 2027, to detail status and progress towards the City's renewable energy, energy efficiency, and carbon reduction goals.

In all cases subject to the rules of the IPUC, the City and the Company intend to cooperate to secure necessary authority or approvals from the IPUC for mutually agreeable projects and programs.

The Company intends to advise and collaborate with the City in good faith as they develop and implement mutually agreeable projects and programs to help the City achieve its clean energy targets, in each case within Idaho Power's limitations as a regulated utility under Title 61 of the Idaho Code, which requires that the Company treat all customers in a non-discriminatory manner.

## **VI. COMMITMENT OF COOPERATION**

As stated above, the City and the Company desire to work together to successfully achieve the City's stated goals. The City recognizes that any new Company-funded program or offering must be generally available to all of the Company's Idaho customers and subject to IPUC approval, and in all cases be non-discriminatory. However, the city and Idaho Power commit to explore additional City-funded opportunities that provide enhanced benefits to Ketchum residents. The City desires to work directly with the Company on its renewable energy supply. Because of the importance of these efforts, the City Mayor and the Chief Operating Officer (COO) of the Company wish to communicate as often as necessary and will strive to meet at least annually to discuss programs and other energy-related matters. If either the City or the Company has a dispute regarding progress toward objectives outlined in this Cooperation Statement, or the timeliness of related implementation, the Mayor and the COO desire to be directly involved and work together to attempt to resolve whatever issues may arise. This Cooperation Statement is intended solely as a joint statement of the City's and the Company's desire to work collaboratively toward identifying, providing education on, and advising on actions that may be in furtherance of the City's clean energy goals, but it does not create binding legal obligations on either the City or the Company, or the right to assert specific performance or obtain damages for a purported default of the City or the Company and can be terminated at any time upon written notice to the other signator.

This Joint Clean Energy Cooperation Statement shall become effective upon signing by both the City and Company and will inform cooperation through the initial ten-year term of the Franchise Agreement between City and Company. Progress towards objectives stated herein will be reviewed and the Cooperation Statement may be extended in the future, with or without amendments, through a commitment by both the City and the Company.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties to this JOINT COOPERATIVE STATEMENT have affixed their signatures:

\_\_\_\_\_  
Mayor, Honorable Neil Bradshaw  
City of Ketchum

\_\_\_\_\_  
Date

ATTEST

\_\_\_\_\_  
Trent Donat  
City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa A. Grow  
President and CEO, Idaho Power Company

\_\_\_\_\_  
Date



ORDINANCE NO. 1092

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, IN ACCORDANCE WITH IDAHO CODE 50-328, 50-329 AND 50-329A, GRANTING A FRANCHISE TO IDAHO POWER COMPANY, A CORPORATION, AND TO ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, MAINTAIN AND OPERATE IN AND UPON THE PRESENT AND FUTURE STREETS, HIGHWAYS AND OTHER PUBLIC PLACES WITHIN THE CORPORATE LIMITS OF THE CITY OF KETCHUM, IDAHO, ELECTRIC UTILITY PROPERTY AND FACILITIES FOR SUPPLYING ELECTRICITY AND ELECTRIC SERVICE TO THE CITY, THE INHABITANTS THEREOF, AND OTHERS FOR A TERM OF TEN ( 10 ) YEARS, INCLUDING THE NONEXCLUSIVE RIGHT TO PHYSICALLY LOCATE AND MAINTAIN TELEPHONE, CABLE, FIBER OPTICS OR OTHER COMMUNICATIONS FACILITIES; SETTING FORTH AN AGREEMENT NOT TO COMPETE, RESERVING POWER OF EMINENT DOMAIN; PROVIDING FOR THE PAYMENT OF FRANCHISE FEES; AND SPECIFYING OTHER LIMITATIONS, TERMS AND CONDITIONS GOVERNING THE EXERCISE OF SAID FRANCHISE.; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM, IDAHO THAT:

SECTION 1. The City of Ketchum, Idaho (hereinafter called the "City") hereby grants to IDAHO POWER COMPANY, a corporation, and to its successors and assigns (hereinafter called the "Grantee") the right (subject to the rights of the City set forth in Section 14 hereof), privilege and franchise for a period of Ten (10) years from and after April 7, 2012, however, with the right to amend by mutual agreement in accordance with Section 15, to construct, maintain and operate in and upon the present and future streets, alleys, highways and other public places within the corporate limits of the City, electric utility property and facilities for supplying electricity to the City, and the inhabitants thereof, and to persons and corporations beyond the limits of the City, including the nonexclusive right to physically locate and maintain telephone, cable, fiber optics or other communications facilities of the Grantee or other parties, (provided, that Grantee shall comply with the City's requirements for cable system franchises) all subject to the terms and conditions hereinafter specified. In the case of annexation of property to the corporate limit, such area will be considered under this agreement, upon effective date of the annexation, subject to Section 9 hereof. All such electric utility property and facilities now maintained by the Grantee within the streets, alleys, highways and other public places within the corporate limits of the City shall be deemed covered by this ordinance as provided herein.

SECTION 2. All of the Grantee's electric property and facilities in and upon the present and future streets, alleys, highways and public places within the corporate limits of the City shall be constructed and at all times maintained in good order and condition and in accordance with standard engineering practices and all applicable safety codes and lawful governmental regulations, including all applicable state and federal regulations and all construction standards

presently in effect by the Idaho Public Utilities Commission or adopted by that Commission during the term of this franchise agreement. Grantee's electric property and facilities will comply with all present and future ordinances, regulations and policies of the City providing for construction of facilities, buildings and structures utilizing green or sustainable building and construction standards, provided such ordinances, regulations and policies are not in conflict with applicable regulations and standards of the Idaho Public Utilities Commission and Idaho Power Company construction standards.

SECTION 3. Upon request of the City, the Grantee shall relocate its facilities as necessary within the present and future streets, alleys, highways and other public places owned by the City. Relocation costs shall be as follows:

- A. Except as specified in Section 3C, all overhead to overhead or underground to underground relocations shall be the responsibility of the Grantee and shall be relocated at no cost to the City.
- B. Except as specified in Section 3C, all overhead to underground relocation and improvements shall be the responsibility of the City, and the Grantee shall only charge for the actual costs as recorded on the Grantee's accounts ("Actual Costs"). In determining Actual Costs, the City shall receive credit for salvage and, for road widening projects, for Grantee's cost of relocating the facilities as if they had been relocated overhead to overhead. Actual Costs shall be exclusive of profit allowances of Grantee. Grantee shall not be required to place facilities underground under this Agreement if such action is not feasible from an engineering, operation or maintenance standpoint.
- C. If either the City or Third Party requests Grantee's facilities be relocated for the benefit of the third party, then the third party shall pay for all costs of the relocation. All private development where the City requires the private developer to provide for upgrades, new services, or undergrounding of Grantee's facilities, the costs shall be borne by the private development. In the event federal, state or other funds are available in whole or in part for utility relocating purposes, the City shall apply for such funds and the Grantee will be reimbursed to the extent any such funds are actually obtained.

SECTION 4. It shall be lawful for the Grantee to make all needful or convenient excavations and/or installations in any of the present and future streets, alleys, highways and other public places within the corporate limits of the City for the purpose of erecting and maintaining the posts, poles, towers, or other supports for its wires or for the purpose of laying, maintaining and operating conduits, vaults and wires and other conductors underground for the purpose aforesaid, or to repair and improve such electric power and light system and to extend the same; provided that when the Grantee or any person or corporation under the authority of this franchise, shall disturb any of said streets, alleys, highways or other public places for the purposes aforesaid, he, it or they shall restore the same to good order and condition as soon as practicable and without unnecessary delay and failing to do so after five days' notice from the City, or its duly authorized officer or officers, then the City may place said street, alley, highway

or public place in such condition at the cost and expense of the Grantee, and said Grantee will forthwith pay the full cost and expense thereof upon demand of the City. All facilities constructed under this ordinance shall be placed and maintained at such places and positions in or upon such public ways and public places as shall not interfere with the passage of traffic and shall conform to all applicable laws, rules and regulations. Grantee shall secure a permit for any opening it shall make in the streets, alleys, and public places in the city and shall be subject to all applicable ordinances, except in cases of emergency.

In those areas where other utilities are locating facilities underground or where underground facilities are required, the Grantee agrees to utilize the same trenches where feasible, as other utility companies, such as City utilities, telephone, or electric utilities and to allow others to utilize the Grantee's trenches, where feasible, and on a prorated basis. Grantee agrees not to charge the City for its use of said trenches.

SECTION 5. Grantee and City acknowledge they are currently operating under a Master Plan approved and adopted by the City pursuant to Ordinance No. 890, adopted by the City on January 7, 2002, which provides a framework for providing new services and upgrades, including working towards eliminating all overhead facilities and relocating such facilities underground and at grade. In connection with the Master Plan, in the month of April of each calendar year during the term of this agreement, the Grantee and the City of Ketchum will hold a "Pre-Construction/Review" meeting to review upcoming Idaho Power or City generated projects.

SECTION 6. The City shall have the right and privilege to string and maintain wires for its internal communications for its fire, police, airport and other services upon the poles and other facilities erected and maintained by the Grantee hereunder, subject to the Rules and Regulations of the Idaho Public Utilities Commission. The City shall string, maintain and operate such wires at its own expense, risk and responsibility, and in accordance with all legal requirements and good engineering practices and in such manner as not to impose any additional expense upon Grantee of its said overhead or underground facilities. Any such wires of the City shall be subject to interference by the Grantee only when necessary in the maintenance, operation or repair of the Grantee's own fixtures, wires, facilities and appurtenances.

SECTION 7. The Grantee shall at all times indemnify and hold the City, its officers, employees and agents, harmless from any and all expenses or liability arising from, and against or by reason of any negligent act or omission of the Grantee, its representatives or employees, in the construction, operation or maintenance of any of the Grantee's electric utility property or facilities. Grantee shall maintain its electric utility property and/or facilities free of noxious weeds and in an orderly condition as required by the Ordinances of the City. Grantee shall abate any such noxious weeds immediately upon receipt of written notice from the City.

SECTION 8. Upon acceptance of this franchise by Grantee and before Grantee shall have any rights hereunder, Grantee shall file with the City Clerk a Certificate of Insurance evidencing General Liability Insurance which covers claims for Bodily Injury, Property Damage

and Personal Injury. Such insurance shall have minimum limits of \$1,000,000 per occurrence. The City of Ketchum shall be named as an "Additional Named Insured" under Grantee's insurance policy. Should the minimum limits of insurance as set forth herein be increased above \$1,000,000, pursuant to the Idaho Tort Claims Act (Idaho Code §6-901 *et. seq.*) or any similar legislation, the Grantee shall be required to provide the City with a new Certificate of Insurance evidencing the higher limits upon the City's request.

SECTION 9. The electric service to be furnished to the public hereunder, and all rates and charges therefore, and all regulation of the Grantee hereunder, shall at all times be subject to all rules, regulations and orders that may be lawfully prescribed by the Idaho Public Utilities Commission or by any other governmental authority now or hereafter having jurisdiction over such matters. During the term of this franchise, Grantee shall at all times assure that customers within the City have access to customer service from the Grantee as required by the Idaho Public Utilities Commission.

SECTION 10. As compensation for the right, privilege and franchise hereby granted, Grantee agrees to pay to the City on or before the 30th day of January, April, July and October, an amount equivalent to Three percent (3%) of Grantee's "gross revenues" for the preceding calendar quarter. For purposes of this Section, "gross revenues" shall mean the amount of money billed by the Grantee for the electricity it sells within the corporate limits of the City to customers, less uncollectibles. The City shall provide appropriate information to the Grantee to allow the Grantee to identify which of its customers are located within the corporate limits of the City for purposes of paying franchise fees. Grantee shall not be responsible for any failure to pay franchise fees which results from deficiencies in such information provided by the City. In the event the City annexes a new area into its corporate limits, the terms of this Section 9 regarding franchise fees shall not apply to the annexed area until sixty (60) days after the City has supplied the Grantee with appropriate information for the identification of the Grantee's customers within the annexed area.

The Grantee's franchise fee payment obligations hereunder shall commence with the start of the Grantee's first full billing cycle following the effective date of this ordinance; provided, that the Grantee must first receive approval from the Idaho Public Utilities Commission for the collection of the franchise fee in the rates charged by Grantee.

SECTION 11. The Grantee shall keep accurate books of account for the collection of the franchise fees for a period not to exceed three years hereunder and the City shall have the right to inspect the same at all times during business hours, and from time to time audit the same for the purpose of determining gross revenues under Section 9 above.

SECTION 12. The franchise fees paid by the Grantee hereunder will be in lieu of and as payment for any tax or fee imposed by the City on the Grantee by virtue of its status as a public utility including, but not limited to, taxes, fees or charges related to easements, franchises, rights-of-way, utility lines and equipment installation, maintenance and removal during the term of this franchise agreement.

SECTION 13. The Grantee shall have the right and privilege, insofar as the City is able to grant the same, in accordance with National Arborist Association standards, of the pruning of all trees which overhang the present and future streets, alleys, highways and other public places within the corporate limits of the City, in such a manner and to such extent as will prevent the branches or limbs or other parts of such trees from touching or interfering with its wires, poles and other fixtures and equipment. However, except in an emergency, no pruning shall be undertaken without giving the occupant of the adjacent property written or oral notice that such pruning will be performed.

SECTION 14. In consideration of Grantee's undertaking hereunder as evidenced by its acceptance hereof, the City agrees not to engage in the business of providing electric service during the life of this franchise or any extension thereof in competition with the Grantee, its successors and assigns; but nothing herein contained shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of the State of Idaho. The City shall not grant a franchise to another electric service provider during the term of this franchise agreement unless the electric service provider has received approval to provide electrical service within the City from the Idaho Public Utilities Commission, and the City has imposed the same franchise fee on the electric service provider as paid by the Grantee.

SECTION 15. In the event of an amendment to the laws, rules or regulations of the City of Ketchum the State of Idaho or the Public Utilities Commission of Idaho applicable to this franchise, or for periodic review of any section of this agreement, the terms of this franchise and the rights and privileges hereby conferred may be changed, altered, amended or modified upon mutual agreement between the City and the Grantee. In all cases, sixty (60) days' written notice shall be required on the part of City or Grantee to reopen the agreement pursuant to this section.

SECTION 16. Any violation by the Grantee of the provisions of this ordinance, franchise and grant or any material portions thereof or the failure promptly to perform any of the provisions thereof shall be cause for the forfeiture of this franchise and grant and all rights hereunder by the City after sixty (60) days' written notice to the Grantee and the continuance of such violation, failure or default; however, this provision shall not prevent the Grantee from submitting such question of violation or forfeiture to the appropriate forum (which may include the district court having jurisdiction or the Idaho Public Utilities Commission) for determination.

SECTION 17. Sale, assignment or lease of this franchise is prohibited without written notification to the City.

SECTION 18. The Grantee shall assume the cost of publication of this franchise as such publication is required by law.

SECTION 19. The Grantee shall within thirty (30) days after final passage of this ordinance, file with the City Clerk its acceptance of this franchise in writing signed by its proper officers and attested by its corporate seal.

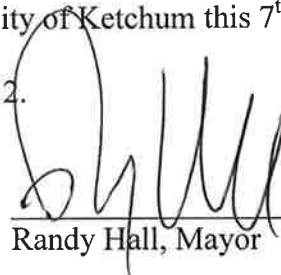
SECTION 20. The existing franchise agreement between the City and Grantee set forth in Ordinance 890, dated January 7, 2002, shall terminate upon the adoption and acceptance of this ordinance.

SECTION 21. Inasmuch as the Grantee has constructed and now is maintaining and operating the electric utility property and facilities in and upon the streets, alleys, highways, and public places in the City, it is hereby adjudged and declared that this ordinance is necessary for the preservation of the public peace, health and safety, and therefore this ordinance shall take effect on May 16, 2012.

PASSED AND ADOPTED by the Council of the City of Ketchum this 7<sup>th</sup> day of May, 2012.

APPROVED by the Mayor this 7<sup>th</sup> day of May, 2012.

ATTEST:



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Randy Hall, Mayor



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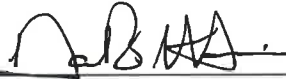
Sandra E. Cady, CMC  
City Clerk/Treasurer



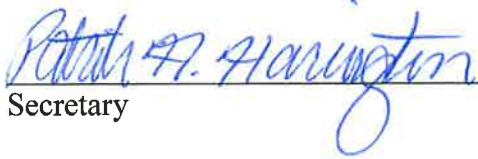
ACCEPTANCE

IDAHO POWER COMPANY, as the franchisee, accepts the franchise set forth in the above Ordinance and agrees to abide by the terms and conditions thereof.

DATED this 18<sup>th</sup> day of May, 2012.

By:   
Dan B. Minor  
Executive Vice President -Operations

ATTEST:

  
Secretary

(Seal)