

This special meeting of the Jerome Urban Renewal Agency was called to order at 3:00 p.m. Council Chambers were open to the public, and the meeting was held in person and by teleconference. The video conference was conducted via Zoom and was made available to all members of the public in a format that allowed all participants to hear the meeting, including all deliberations by members of the Urban Renewal Agency board and other speakers addressing the board, whether in person or via virtual connection, and to comment if so desired, all of which was noted in the agenda, email, and notices at council chambers and on the city's website.

Present were Vice Chair Shonna Fraser, Commissioner Jason Peterson, Commissioner Bryan Craig, and Commissioner B.J. Hess. Chairman Kathy Cone was excused.

Also present were, Management Assistant Katie Elliott, City Administrator Mike Williams, Legal Counsel Ryan Armbruster, Accounting and Budget Manager Lori McCrae, City Engineer Tyson Carpenter, and IS Director Carlos Hernandez. City Clerk Bernadette Coderniz was excused.

**PLEDGE OF ALLEGIANCE:**

Vice Chair Fraser led the audience in recitation of the pledge of allegiance.

**CONSIDER SERIES 2022A BONDS AND SERIES 2022B BONDS, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT, RESOLUTION NO. 6-22 (THE BOND RESOLUTION) AND OTHER RELATED DOCUMENTS AND RECEIVE PUBLIC COMMENT:**

Mr. Armbruster briefly reviewed the process of reviewing the documents at length. Pertinent documents will be reviewed first and then comments from the board and the public will be sought. He stated most of the parties involved in this process have joined the meeting via Zoom, and he noted that it is an honor for the Agency to have DA Davidson committing to a public sale of the bonds. The public sale includes additional steps, disclosures and additional due diligence by all parties. The documents to be approved today will be the bond resolution. While the bond resolution includes the bond purchase agreement, preliminary official statement, and continuing disclosure agreement. Those documents will not be finalized until later in July. The bond resolution delegates to the chair, the vice-chair and the executive director the ability to price the bonds, decide with DA Davidson and their investment team the term of the bonds and sequence, interest rates, principal amounts due, etc. The resolution also delegates to that group the ability to finalize the preliminary official statement, the document that DA Davidson will use to send to potential investors; it provides specifics of this particular financing and provides information for them to decide if they would like to invest in those bonds. After the pricing of the bonds, the bond purchase agreement will be completed. Because this is a public sale, Mr. Armbruster explained there are certain things as an Agency that must be disclosed to various entities over time. This is accomplished with the continuing disclosure agreement. Once the bond resolution is approved, a notice will be published and provide the public with an additional thirty days should anyone wish to dispute or contest the ability to pass the bond resolution.

Resolution No. 06-22 was reviewed at length and included: the specific projects for Area 3 and Area 5, the Series 2022A Bonds for Area 3, and the Series 2022B Bonds for Area 5; the Principal Corporate Trust Office identified as the Bond Registrar is U.S. Bank Trust Company,

which will provide trustee services; reserve fund requirements defined (reserve fund for Area 3 will be funded with available cash, but bond proceeds can also be used to fund the reserve fund; reserve fund for Area 5 will be funded through bond proceeds); the list of determinations to be made by the chair, vice-chair and executive director of the Agency (true interest cost, the aggregate principal amount of Bonds, when the Bonds mature, the amount of proceeds to be deposited in each reserve fund, etc.); pricing to be reviewed by DA Davidson, financial advisor Cameron Arial and the Delegated Officer to execute a Terms Certificate to be issued and will put everything in order (amount, dates, rates, etc.); the Notice of Redemption (opportunity for Agency to redeem the Bonds early in eight years without penalty); Pledge for Payment of Bonds explained in detail (pledging the revenue allocation funds of the two areas to pay the bonds off); Construction Funds (proceeds will be deposited into the Agency's own construction fund for each area); Cost of Issuance Fund (when closed on bonds, funds will be deposited into this fund to pay bond counsel, financial advisor, underwriter, etc.); Administration Fund to pay usual administrative costs; Additional Bonds (the opportunity to issue further debt in both areas over time upon compliance with certain conditions); and, the Sale of Bonds and Preliminary Official Statement. Mr. Armbruster stated there are several exhibits to the bond resolution including the bonds themselves.

The Bond Purchase Agreement is between the Agency and DA Davidson. This agreement binds both entities to certain requirements noted in the agreement. The form will be completed when the bonds go to sale. Mr. Armbruster briefly reviewed the agreement including the Representations and Agreements, Preliminary and Final Official Statement, Closing Conditions and Termination sections. Opinions from bond counsel and Agency counsel concerning the validity and enforceability of the agreement will be provided. Exhibit A of the agreement will be the pricing summary of both the Series 2022A and Series 2022B bonds.

Mr. Armbruster commended the team at Clearwater Financial for their work on the Preliminary Official Statement (POS). The statement is what bond investors would review with a financial consultant to determine if the bonds are worth buying, how much to buy and what interest rate would they expect to get a return. It mirrors many of the definitions and requirements listed in the bond resolution. The document identifies all those involved: URA Board of Commissioners, Agency Administration, Agency Counsel, Bond Counsel, the Underwriter and Underwriter's Counsel, Financial Advisor, and Trustee. He briefly reviewed additional contents of the POS including: Tax Increment Information; overviews of Area 3 and Area 5 plans; Agency powers and authority to conduct infrastructure improvements; the audit attached as an exhibit; the Budgetary Process and Investment Policy to describe the annual budget process; excerpts from the budget and assessed valuations; Projected Revenue Allocation Proceeds to demonstrate the Agency's ability to meet debt service obligations in both Area 3 and Area 5; the purpose and use of proceeds in each area; outstanding long term debt and Debt Payment Record; Registered Owner Risks (i.e. catastrophic decline in project area values, cybersecurity, etc.); and, Tax and Legal Matters (to be opined by legal counsel for all parties).

The Continuing Disclosure Agreement was briefly reviewed and Mr. Armbruster stated it is a requirement that the Agency make certain reports available to the Municipal Securities Rulemaking Board (MSRB). Upon inquiry by Commissioner Peterson, Mr. Armbruster stated the bonds can be paid after eight years without incurring penalties.

Vice-Chair Fraser opened up the meeting for public comment; there being no comments nor correspondence to report, the comment period was closed.

**RESOLUTION NO. 06-22, THE BOND RESOLUTION, SERIES 2022A/2022B BONDS:**

Mr. Amrburster read Resolution No. 06-22 by title only, and the resolution in full is as follows:

RESOLUTION NO. 06-22

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF JEROME, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF JEROME, IDAHO, AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF NOT TO EXCEED \$4,300,000 PRINCIPAL AMOUNT OF REVENUE ALLOCATION (AREA 3 TAX INCREMENT) BONDS, SERIES 2022A, AND NOT TO EXCEED \$4,700,000 PRINCIPAL AMOUNT OF REVENUE ALLOCATION (AREA 5 TAX INCREMENT) BONDS, SERIES 2022B; PROVIDING FOR THE NEGOTIATED SALE OF THE BONDS TO THE UNDERWRITER; DESCRIBING THE BONDS; SETTING FORTH THE PURPOSE OF THE BONDS; PROVIDING FOR THE EXECUTION, REGISTRATION, TRANSFER, AND PAYMENT OF THE BONDS; PLEDGING CERTAIN INCREMENTAL TAX REVENUES TO THE PAYMENT OF THE BONDS; ESTABLISHING FUNDS; PROVIDING COVENANTS WITH RESPECT TO THE BONDS; PROVIDING FOR OTHER MATTERS RELATED TO THE BONDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Urban Renewal Agency of the City of Jerome, Idaho (hereinafter the "Agency"), an independent public body corporate and politic, is an urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Title 50, Chapter 20, Idaho Code, and the Local Economic Development Act, being Title 50, Chapter 29, Idaho Code (collectively, the "Act"); and

WHEREAS, the Agency is authorized to borrow money and to issue revenue allocation (tax increment) bonds pursuant to the Act for the purpose of financing urban renewal projects under the Act; and

WHEREAS, the City of Jerome, Jerome County, Idaho (the "City"), by adoption of Ordinance No. 1135 on December 2, 2014, duly adopted the Urban Renewal Plan for the Area 3 Urban Renewal Project (the "Area 3 Plan"), to be administered by the Agency, which Area 3 Plan contains a revenue allocation financing provision pursuant to the Act, establishing the Area 3 revenue allocation area; and

WHEREAS, the City, by adoption of Ordinance No. 1172 on December 4, 2018, duly adopted the Urban Renewal Plan for the Area 5 Urban Renewal Project (the "Area 5 Plan"), to be administered by the Agency, which Area 5 Plan contains a Revenue Allocation Area financing provision pursuant to the Act; and

WHEREAS, the Agency now desires to undertake the implementation of a portion of the Area 3 Plan, consisting generally of public infrastructure improvements, including parks, streets, utilities, and related improvements pursuant to the Area 3 Plan (collectively, the "Area 3 Project"), and to authorize the issuance, sale, and delivery of its Revenue Allocation (Area 3 Tax Increment) Bonds, Series 2022A (the "Series 2022A Bonds") therefor; and

WHEREAS, the Agency also now desires to undertake the implementation of a portion of the Area 5 Plan, consisting generally of public infrastructure improvements, including parks, streets, utilities, and related improvements pursuant to the Area 5 Plan (collectively the “Area 5 Project” and together with the Area 3 Project, collectively the “Project”), and to authorize the issuance, sale, and delivery of its Revenue Allocation (Area 5 Tax Increment) Series 2022B (the “Series 2022B Bonds and together with the Series 2022A Bonds, the “Bonds”) therefor; and

WHEREAS, in response to a request for proposals, a proposal to purchase the Bonds as underwriter has been submitted to the Agency by D.A. Davidson & Co. (“Underwriter”), and the Agency selected the Underwriter at its meeting on May 12, 2022; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF JEROME, IDAHO, as follows:

## ARTICLE I

### DEFINITIONS

#### I.1 DEFINITIONS

For purposes of this Resolution, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

Act shall mean the Local Economic Development Act, being Title 50, Chapter 29, Idaho Code, as amended and supplemented, together with the Idaho Urban Renewal Law of 1965, being Title 50, Chapter 20, Idaho Code, as amended and supplemented.

Additional Bonds means any future bonds issued that use as security the revenues already pledged for Outstanding Bonds.

Agency shall mean the Urban Renewal Agency of the City of Jerome, Idaho, an urban renewal agency created by and existing under the authority of the Act as an independent public body corporate and politic.

Area 3 Plan shall mean that Urban Renewal Plan for the Area 3 Urban Renewal Project adopted by the Jerome Urban Renewal Agency and approved by the Jerome City Council by Ordinance No. 1135 on December 2, 2014, effective December 11, 2014.

Area 5 Plan shall mean that Urban Renewal Plan for Area 5 Urban Renewal Project adopted by the Jerome Urban Renewal Agency and approved by the Jerome City Council by Ordinance No. 1172 on December 4, 2018, effective December 10, 2018.

Area 3 Debt Service Account shall mean the account of that name for Revenue Allocation Area 3 created within the Debt Service Fund by Section V.3(A)(1) of this Resolution.

Area 3 Debt Service Fund shall mean the fund by that name for Revenue Allocation Area 3 created by Section V.3 of this Resolution.

Area 3 Debt Service Reserve Account shall mean the account of that name for Revenue Allocation Area 3 created within the Debt Service Fund by Section V.3(A)(2) of this Resolution.

Area 5 Debt Service Account shall mean the account of that name for Revenue Allocation Area 5 created within the Debt Service Fund by Section V.3(A)(1) of this Resolution.

Area 5 Debt Service Fund shall mean the fund by that name for Revenue Allocation Area 5 created by Section V.3 of this Resolution.

Area 5 Debt Service Reserve Account shall mean the account of that name for Revenue Allocation Area 5 created within the Debt Service Fund by Section V.3(A)(2) of this Resolution.

Area 3 Pledged Revenues shall mean (a) the Area 3 Incremental Tax Revenues, and (b) all monies in the Area 3 Debt Service Fund.

Area 5 Pledged Revenues shall mean (a) the Area 5 Incremental Tax Revenues, and (b) all monies in the Area 5 Debt Service Fund.

Area 3 Project shall mean the acquisition and construction of public infrastructure improvements within Revenue Allocation Area 3, including parks, streets, utilities, and related improvements pursuant to the Area 3 Plan, together with engineering and construction costs, legal and other professional fees, and Costs of Issuance of the Series 2022A Bonds.

Area 5 Project shall mean the acquisition and construction of public infrastructure improvements within Revenue Allocation Area 5, including parks, streets, utilities, and related improvements pursuant to the Area 5 Plan, together with engineering and construction costs, legal and other professional fees, and Costs of Issuance of the Series 2022B Bonds.

Area 3 Revenue Allocation Fund means a fund held by the Agency in which all incremental tax revenues from the Area 3 Revenue Allocation Area are deposited.

Area 5 Revenue Allocation Fund means a fund held by the Agency in which all incremental tax revenues from the Area 5 Revenue Allocation Area are deposited.

Board shall mean the Board of Commissioners of the Agency.

Bond Counsel shall mean MSBT Law, Chtd., a nationally-recognized municipal bond counsel firm retained by the Agency, or any other bond counsel firm subsequently retained by the Agency.

Bond Purchase Agreement shall mean the agreement between the Agency and the Underwriter for the sale of the Bonds by the Agency to the Underwriter.

Bond Register shall mean the registration records of the Agency, maintained by the Bond Registrar, on which shall appear the name(s) and address(es) of the Registered Owner(s) of the Bonds.

Bond Registrar means the Corporate Trust Department of U.S. Bank Trust Company, National Association, as trustee, bond registrar, transfer agent, authenticating and paying agent for the Bonds, appointed and designated in Section III of this Bond Resolution.

Bonds shall collectively mean the Urban Renewal Agency of the City of Jerome Revenue Allocation (Area 3 Tax Increment) Bonds, Series 2022A and Revenue Allocation (Area 5 Tax Increment) Bonds, Series 2022B, authorized by this Resolution to be issued, sold, and delivered in a combined aggregate amount not to exceed \$9,000,000. The Bonds shall be issued in two series and shall bear tax-exempt interest as set forth in the Bond Purchase Agreement.

Book-Entry-Only System means the system of recordation of ownership of the Bonds on the books of DTC pursuant to Section III of this Bond Resolution.

Business Day shall mean a day on which banks located in the State of Idaho are open for the purpose of conducting commercial banking business.

Cede means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

Chairman shall mean the chairman of the Board, or any presiding officer or titular head of the Agency, or his/her successor in function, and shall include the Vice Chairman of the Board when acting in the absence of the Chairman.

City shall mean the City of Jerome, Jerome County, Idaho.

Clerk means the clerk of the Agency.

Code shall mean the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

Construction Fund shall mean the respective fund created by Section V.2 of this Resolution.

Consultant's Report shall mean a report signed by an independent financial consultant or an independent redevelopment consultant, as may be appropriate to the subject of the report.

Cost(s) of Acquisition and Construction with respect to the Project shall include, together with any other proper item of cost not specifically mentioned herein, the Costs of Issuance of the Bonds, the cost of demolition, the cost of acquisition and construction of the Project and the financing thereof, the cost, whether incurred by the Agency or another, of field surveys and advance planning undertaken in connection with the Project, and the cost of acquisition of any land or interest therein required as the sites thereof or for use in connection therewith, the cost of preparation of the sites thereof and of any land to be used in connection therewith, the cost of any indemnity and surety bonds and insurance premiums, allocable administrative and general expenses of the Agency, allocable portions of inspection expenses, financing charges, legal fees, and fees and expenses of financial advisors and consultants in connection therewith, cost of audits, the cost of all machinery, apparatus and equipment, cost of engineering, the cost of utilities, architectural services, design, plans, specifications and surveys, estimates of cost, the payment of any bond anticipation notes of the Agency (including any interest and redemption premiums) issued to temporarily finance the payment of any item or items of cost of the Project and payable from the proceeds of the Bonds, and all other expenses necessary or incident to determining the feasibility or practicability of the Project, and such other expenses not specified herein as may be necessary or incident to the construction and acquisition of the Project, the financing thereof and the placing of the same in use and operation.

Cost(s) of Administration shall mean the Agency's expenses (including reasonable reserves for expenses) for administrative and general expenses of the Agency, including attorney fees, and other normal expenses required to be paid by the Agency.

Cost(s) of Issuance shall mean legal fees, fees and expenses of the Bond Registrar, and all other fees, charges, and expenses with respect to or incurred in connection with the issuance, sale, and delivery of the Bonds.

Cost of Issuance Fund shall mean the fund held by Trustee to pay for the costs of issuance of the Bonds.

Debt Service for any period shall mean the total principal and interest accruing during such period on the respective Bond.

Debt Service Accounts shall mean, collectively, the Area 3 Debt Service Account and the Area 5 Debt Service Account.

Debt Service Reserve Accounts shall mean, collectively, the Area 3 Debt Service Reserve Account and the Area 5 Debt Service Reserve Account.

DTC means The Depository Trust Company, New York, New York, and its successors and assigns.

Event of Default shall mean one or more of the events enumerated in Section XI.1 of this Resolution.

Fiscal Year shall mean the fiscal year of the Agency, currently commencing on October 1 of each year and ending on September 30 of the following year, as the same may be altered by the Agency.

Incremental Tax Revenues shall mean the incremental tax revenues derived from the respective Project Revenue Allocation Area and received by the Agency pursuant to the Act, as provided in the Plan.

Maximum Annual Debt Service shall mean an amount equal to the greatest annual Debt Service with respect to the respective Bonds, and any Additional Bonds for the current or any future bond year.

Net Proceeds shall mean, with respect to the sale of the Bonds, all amounts actually received by the Agency from the sale of the Bonds.

Outstanding, with respect to the Bonds, shall mean any Bond which has been issued pursuant to this Resolution and which has not been retired or for which money for the payment or redemption of which has not been separately set aside and held.

Participants mean those broker-dealers, banks, and other financial institutions from time to time for which DTC holds Bonds as a securities depository.

Pledged Revenues, means, collectively, the Area 3 Pledged Revenues and the Area 5 Pledged Revenues.

Principal Corporate Trust Office means, with respect to the Bond Registrar, the office of the Bond Registrar at Salt Lake City, Utah; provided, however, that with respect to payments on the Bonds and any exchange, transfer, or surrender of the Bonds, Principal Corporate Trust Office shall mean the office of the Bond Registrar at U.S. Bank Trust Company, National Association, 60 Livingston Avenue, St. Paul, MN 55107 or such other or additional office as may be specified by the Bond Registrar.

Project shall mean, collectively, the Area 3 Project and the Area 5 Project.

Project Revenue Allocation Area shall mean the Revenue Allocation Area 3 and the Revenue Allocation Area 5 as described in the Plan, which is subject to the calculation and payment of Incremental Tax Revenues.

Record Date means in the case of each interest payment date, the Bond Registrar's close of business on the fifteenth day next preceding such interest payment date.

Registered Owner(s) shall mean the person or persons in whose name the Bonds shall be registered in the Bond Register in accordance with this Resolution.

Regulations means the Treasury Regulations issued or proposed under Section 103, Section 148, Section 149, or Section 150 of the Code (26 CFR Part 2) or other sections of the Code relating to "arbitrage bonds" or rebate, including without limitation Sections 1.148-0 through 1.148-11 and 1.150-1 of the Treasury Regulations, to the extent applicable, and includes amendments thereto or successor provisions.

Representation Letter means the representation letter from the Agency to DTC, as authorized in Section III hereof.

Reserve Fund Requirement shall mean at least fifty percent of : (i) Maximum Annual Debt Service with respect to all Bonds Outstanding secured by the respective Debt Service Reserve Fund, (ii) 125% of average annual Debt Service on all Bonds secured by the respective Debt Service Reserve Fund, or (iii) 10% of the aggregate original principal amount of the respective Bonds, and any Additional Bonds secured by the respective Debt Service Reserve Fund hereafter issued upon original issuance thereof (but not taking into account any series of bonds, or portion thereof, which has been paid in full or provision for which payment in full has been made); provided that the Reserve Fund Requirement shall not exceed the amount permitted to be capitalized from Net Proceeds under then applicable provisions of federal tax law in order to protect the tax-exempt status of interest on the Series 2022A and Series 2022B Bonds.

Resolution shall mean this Resolution No. 06-22, adopted on June 22, 2022.

Revenue Allocation Area 3 shall mean the area as described in the Area 3 Plan, which is subject to the calculation and payment of Incremental Tax Revenues for Area 3.

Revenue Allocation Area 5 shall mean the area as described in the Area 5 Plan, which is subject to the calculation and payment of Incremental Tax Revenues for Area 5.

Revenue Allocation Fund shall mean, collectively, the Area 3 Revenue Allocation Fund and the Area 5 Revenue Allocation Fund created by Section V.1 of this Resolution.

Secretary shall mean the Secretary of the Agency, or his/her successor in function.

Series 2022A Bonds shall mean the Urban Renewal Agency of the City of Jerome, Revenue Allocation (Area 3 Tax Increment) Bonds, Series 2022A authorized to be issued pursuant to Section III.2(A) of this Resolution, bearing interest at a tax-exempt rate pursuant to the Bond Purchase Agreement and being funded from the tax increment revenues generated by Revenue Allocation Area 3.

Series 2022B Bonds shall mean the Urban Renewal Agency of the City of Jerome, Revenue Allocation (Area 5 Tax Increment) Bonds, Series 2022B authorized to be issued pursuant to III.2(B) of this Resolution, bearing interest at a tax-exempt rate pursuant to the Bond

Purchase Agreement and being funded from the tax increment revenues generated by Revenue Allocation Area 5.

Series 2022A Cost of Issuance Fund means the fund held by the Trustee for the payment of the costs of issuance of the Series 2022A Bonds.

Series 2022B Cost of Issuance Fund means the fund held by the Trustee for the payment of the costs of issuance of the Series 2022B Bonds.

Treasurer shall mean the Treasurer of the Agency, or his/her successor in function.

Trustee shall mean U.S. Bank Trust Company, National Association, as Trustee for the Bonds.

Underwriter means D.A. Davidson & Co., Portland, Oregon.

## ARTICLE II

### THE PROJECT

#### II.1 THE PROJECT

A. The Agency hereby authorizes and directs the appropriate officers and agents of the Agency to carry out the acquisition and construction of the Area 3 Project in accordance with this Resolution and with the Area 3 Plan.

B. The Agency hereby authorizes and directs the appropriate officers and agents of the Agency to carry out the acquisition and construction of the Area 5 Project in accordance with this Resolution and with the Area 5 Plan.

## ARTICLE III

### THE BONDS

#### III.1 AUTHORIZATION

A. Bonds Authorized. In order to provide financing to pay the Costs of Acquisition and Construction of the Project, the Agency shall issue its bonds, designated the "Urban Renewal Agency of the City of Jerome Revenue Allocation (Area 3 Tax Increment) Bonds, Series 2022A and "Urban Renewal Agency of the City of Jerome Revenue Allocation (Area 5 Tax Increment) Bonds, Series 2022B," as more particularly described below.

#### III.2 DESCRIPTION OF BONDS

A. Description of the Series 2022A Bonds. The Series 2022A Bond shall be dated as of its date of delivery, shall be issued in the aggregate principal amount not to exceed \$4,300,000, shall be issued in fully registered form, shall bear interest from its date, or from the most recent date to which interest has been paid or duly provided for, payable commencing as set forth in the Bond Purchase Agreement, and semiannually thereafter on each September 1 and March 1 until its date of maturity or prior redemption, and shall be payable as set forth in the Bond Purchase Agreement. Interest shall be computed on the basis of a twelve-month, 360-day year.

The Series 2022A Bonds shall be substantially in the form of Exhibit "A" which is annexed hereto and by reference incorporated herein. The Series 2022A Bonds shall be executed in accordance with Section III.5 of this Resolution.

B. Description of the Series 2022B Bond. The Series 2022B Bond shall be dated as of its date of delivery, shall be issued in the aggregate principal amount not to exceed \$4,700,000, shall be issued in fully registered form, shall bear interest from its date, or from the most recent date to which interest has been paid or duly provided for, payable commencing as set forth in the Bond Purchase Agreement , and semiannually thereafter on each September 1 and March 1 until its date of maturity or prior redemption, and shall be payable as set forth in the Bond Purchase Agreement. Interest shall be computed on the basis of a twelve-month, 360-day year.

The Series 2022B Bonds shall be substantially in the form of Exhibit "B" which is annexed hereto and by reference incorporated herein. The Series 2022B Bonds shall be executed in accordance with Section III.5 of this Resolution.

Each Bond shall bear interest from the interest payment date next preceding the date of registration and authentication thereof unless it is registered and authenticated as of an interest payment date, in which event it shall bear interest from the date thereof, or unless it is registered and authenticated prior to the first interest payment date, in which event it shall bear interest from its date, or unless, as shown by the records of the Bond Registrar, interest on the Bonds shall be in default, in which event it shall bear interest from the date to which interest has been paid in full. The Bond Registrar shall insert the date of registration and authentication of each Bond in the place provided for such purpose in the form of Bond Registrar's certificate of authentication on each Bond. To the extent permitted by law, the Bonds shall bear interest on overdue principal at the aforesaid respective rates.

After execution, as hereinafter provided, the Bonds shall be authenticated by the Bond Registrar in the manner hereinafter provided.

C. The Board hereby delegates to the Chairman, Vice Chairman, and Executive Director of the Agency, each with the authority to act alone (hereinafter each referred to as the "Delegated Officer"), the power to make the following determinations on or before the date of the sale of the Bonds to the Underwriter, without any requirement that the members of the Board meet to approve such determinations, but subject to the limitations provided:

(1) The true interest cost of the proposed rates of interest to be borne by the Series 2022A Bonds does not exceed 5.50%.

(2) The true interest cost of the proposed rates of interest to be borne by the Series 2022B Bonds does not exceed 5.50%.

(3) The aggregate principal amount of the Bonds does not exceed the amount of \$9,000,000.

(4) The allocation of the aggregate principal amount of the Bonds between the Series 2022A Bonds and the Series 2022B Bonds.

(5) The final maturity date of the Series 2022A Bonds is on or before September 1, 2035.

(6) The final maturity date of the Series 2022B Bonds is on or before September 1, 2039.

(7) The amount of principal of the Bonds maturing in any particular year, and the rate of interest accruing thereon.

(8) The dates, if any, on which, and the prices at which, the Bonds will be subject to optional, mandatory or sinking fund redemption.

(9) The amount of proceeds of the Bonds to be deposited into the respective Construction Funds.

(10) The amount of proceeds of the Bonds to be deposited into the respective Cost of Issuance Funds.

(11) The amount of proceeds of the Bonds to be deposited into the Area 3 Debt Service Reserve Fund and the Area 5 Debt Service Reserve Fund.

(12) The prices at which the Bonds will be sold (including any underwriter's discount original issue premium)

D. Prior to or concurrently with the sale of the Bonds to the Underwriter, the Delegated Officer and the Underwriter shall execute a Terms Certificate reflecting the final terms and provisions of the Bonds and certifying that the final terms and provisions of the Bonds are consistent with, not in excess of and no less favorable than the terms set forth in subparagraph C above.

### III.3 PAYMENT OF DEBT SERVICE

Payment of each installment of Debt Service shall be made by the Trustee to the Registered Owner whose name appears on the Bond Register as of the close of business on the fifteenth day of the calendar month next preceding the Debt Service payment date, and shall be paid by check or draft of the Agency to the Registered Owner on the due date at the address as it appears on the Bond Register, or at such other address as may be furnished in writing by the Registered Owner to the Bond Registrar. Both principal of and interest on the Bonds are payable in lawful money of the United States of America.

### III.4 PREPAYMENT PRIOR TO MATURITY

(a) *Redemption.* The Bonds will be subject to optional and/or mandatory redemption prior to maturity pursuant to the Bond Purchase Agreement.

(b) *Purchase of Bonds.* The Agency reserves the right to use at any time any Incremental Tax Revenue available after providing for payments required by the Bond Purchase Agreement, or other available funds, to purchase any of the Bonds offered to the Agency at any price deemed reasonable by the Delegated Officer.

(c) *Selection of Bonds for Redemption.* As long as the Bonds are held in book-entry only form, the selection of the Bonds to be redeemed shall be made in accordance with the operational arrangements in effect at DTC. If the Bonds are not held in uncertificated form, the selection of such the Bonds to be redeemed shall be made as provided in this subsection (c). If the Agency redeems at any one time fewer than all of the Bonds having the same maturity date, the particular Bonds or portions of the 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 Bond of a denomination greater than \$5,000, the Agency and the Bond Registrar shall treat each Bond as representing such number of separate the Bonds each of the denomination of \$5,000 as is obtained by dividing the actual principal amount of such Bond by \$5,000. If the Bonds are called for optional redemption, portions of the principal amount of such the 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 Bond is redeemed, upon surrender of such Bond at the principal office of the Bond Registrar, there shall be issued to the Registered Owner, without charge therefor, for then unredeemed balance of the principal amount thereof, a new Bond or the 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 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 Agency 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 Bond or the 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:

the redemption date;

- (1) the redemption price;
- (2) if fewer than all Outstanding the 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;
- (3) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and
- (4) the place where such the 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 Agency shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of the 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 Bonds pursuant to this Section III.4 may state that the optional redemption is conditional upon receipt by the Bond Registrar of amounts sufficient to pay the redemption price of such the 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 Bonds as promptly as practicable.

(f) *Effect of Notice.* Official notice of redemption having been given as

aforesaid, the Bonds or portions of the 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 Agency shall default in the payment of the redemption price) such the Bonds or portions of the Bonds shall cease to bear interest. Upon surrender of such the Bonds for redemption in accordance with said notice, such the 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 Bond, there shall be prepared for the Registered Owner a new Bond or the Bonds of the same maturity in the amount of the unpaid principal. All the Bonds which have been redeemed shall be canceled and destroyed by the Bond Registrar and shall not be reissued. The Agency will not provide notices of redemption to Beneficial Owners of any 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 the Bonds being redeemed; (B) the date of issue of the Bonds as originally issued; (C) the rate of interest borne by each Bond being redeemed; (D) the maturity date of each Bond being redeemed; and (E) any other descriptive information needed to identify accurately the 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 the 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 Bonds being redeemed with the proceeds of such check or other transfer.

(i) *Amendment of Notice Provisions.* The foregoing notice provisions of this Section III.4, including but not limited to the information to be included in redemption notices and the persons designated to receive notices, may be amended pursuant to Article X by additions, deletions and changes in order to maintain compliance with duly promulgated regulations and recommendations regarding notices of redemption of municipal securities.

### III.5 EXECUTION OF BONDS

Each Bond shall be executed on behalf of the Agency by the manual signatures of the Chairman and Treasurer, attested by the Secretary, and shall have the seal of the Agency impressed thereon.

In case any of the officers who shall have signed or attested any of the Bonds shall cease to be such officer or officers of the Agency before the Bonds so signed or attested shall have been authenticated or delivered by the Bond Registrar, or issued by the Agency, such Bonds may

nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the Agency as though those who signed and attested the same had continued to be such officers of the Agency. Any Bond may also be signed and attested on behalf of the Agency by such persons as at the actual date of execution of such Bond shall be the proper officers of the Agency although at the original date of such Bond any such person shall not have been such officer of the Agency.

### III.6 THE BOOK-ENTRY-ONLY SYSTEM

A. Book-Entry-Only System; Limited Obligation of Agency. The Bonds shall be initially issued in the form of a separate single fully registered Bond substantially in the respective form of Exhibit "A" and Exhibit "B" which are annexed hereto and incorporated herein by reference for each of the maturities set forth in Section III hereof. Upon initial issuance, the ownership of each Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC. Except as otherwise provided hereof, all of the Outstanding Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC.

With respect to Bonds registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC, the Agency and the Bond Registrar shall have no responsibility or obligation to any Participant or to any person on behalf of which a Participant holds an interest in the Bonds with respect to (i) the accuracy of the records of DTC, Cede or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person, other than a Registered Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a Registered Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of or interest on the Bonds. The Agency and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the registration books kept by the Bond Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided in Section VI hereof, and all such payments shall be valid and effective to fully satisfy and discharge the Agency's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the registration books kept by the Bond Registrar, shall receive a Bond certificate evidencing the obligation of the Agency to make payments of principal and interest pursuant to this Bond Resolution. Upon delivery by DTC to the Agency of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions herein with respect to Record Dates, the word "Cede" in this Bond Resolution shall refer to such new nominee of DTC; and upon receipt of such a notice the Agency shall promptly deliver a copy of the same to the Bond Registrar.

B. Representation Letter. A DTC Representation Letter is hereby approved for use in connection with the Bonds. The Agency's execution and delivery of the Representation Letter shall not in any way limit the provisions of this Section III or in any other way impose upon the Agency any obligation whatsoever with respect to persons having interests in the Bonds other than the Registered Owners, as shown on the registration books kept by the Bond Registrar. In

the written acceptance of each Bond Registrar, such Bond Registrar shall agree to take all action necessary for all representations of the Agency in the Representation Letter with respect to the Bond Registrar to at all times be complied with.

C. Transfers Outside Book-Entry-Only System. In the event that (a) the Agency determines that DTC is incapable of discharging or is unwilling to discharge its responsibilities described herein and in the Representation Letter, (b) DTC determines to discontinue providing its service as securities depository with respect to the Bonds at any time as provided in the Representation Letter, or (c) the Agency determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated bonds or in certificated form, and an alternative book-entry system is not available or is not selected as provided in the succeeding sentence, the Agency shall notify DTC and direct DTC to notify the Participants of the availability through DTC of Bond certificates, and the Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC. At that time, the Agency may determine that the Bonds and shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the Agency, or such depository's agent or designee, and if the Agency does not select such alternate universal book-entry system, then the Bonds and shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC, but may be registered in whatever name or names Registered Owners transferring or exchanging Bonds.

D. Payments to Cede. Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

### III.7: BOND REGISTRAR

U.S. Bank Trust Company, National Association is hereby appointed as Bond Registrar, authenticating agent, paying agent, and transfer agent with respect to the Bonds, and shall keep, or cause to be kept sufficient books for the registration and transfer of the Bonds (the "Bond Register"), in which shall be maintained the names and addresses of the Registered Owner(s) of the Bonds. The Agency may remove the Bond Registrar, and any successor thereto, and appoint a successor or successors thereto. Each Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by the Bond Resolution by executing and delivering to the Agency a written acceptance thereof. The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. Principal of the Bonds shall be payable when due to the Registered Owner of each Bond at the principal corporate trust office of the Bond Registrar. Payment of interest on each Bond shall be made to the person who, as of the Record Date, is the Registered Owner of the Bond and shall be made by check or draft mailed to the Registered Owner, at the address of such Registered Owner as it appears on the registration books of the Agency kept by the Bond Registrar, or at such other address as is furnished to the Bond Registrar in writing by such Registered Owner on or prior to the Record Date.

C. Bond Registration Books. This Bond Resolution shall constitute a system of registration within the meaning and for all purposes of the Registered Public Obligations Act of

Idaho, Chapter 9 of Title 57, Idaho Code. The Bond Registrar shall keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the Agency; and, upon presentation for such purpose, the Bond Registrar shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as herein provided.

D. List of Registered Owners. The Bond Registrar shall maintain a list of the names and addresses of the Registered Owners of all Bonds and upon any transfer shall add the name and address of the new Registered Owners and eliminate the name and address of the transferor Registered Owner.

E. Duties of Bond Registrar. If requested by the Bond Registrar, the Chairperson and Executive Director are authorized to execute the Bond Registrar's standard form of agreement between the Agency and the Bond Registrar with respect to the compensation, obligations, and duties of the Bond Registrar hereunder which may include the following:

- (1) to act as trustee, bond registrar, authenticating agent, paying agent, and transfer agent as provided herein;
- (2) to maintain a list of Registered Owners as set forth herein and to furnish such list to the Agency upon request, but otherwise to keep such list confidential;
- (3) to give notice of redemption of Bonds as provided herein;
- (4) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (5) to furnish the Agency at least annually, if requested, an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds; and
- (6) to comply with all applicable provisions of the Representation Letter.

### III.8 TRUSTEE

U.S. Bank Trust Company, National Association is hereby appointed as the Trustee for the Bonds.

A. The Trustee shall keep, or cause to be kept at its Principal Corporate Trust Office, the Bond Register for the registration and transfer of the Bonds, which shall at all reasonable times be open to inspection by the Agency upon reasonable prior notice.

B. The Trustee shall be responsible for its representations contained in the Certificate of Authentication on the Bonds.

C. The Trustee may become the Registered Owner of Bonds with the same rights it would have if it were not the Trustee, and, to the extent permitted by law, may act as depository of the funds and accounts hereunder, and permit any of its officers or directors or agents to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Registered Owners.

D. The Trustee shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the Agency a written acceptance thereof. By executing such acceptance, the Trustee shall be deemed to have accepted such duties and

obligations with respect to all the Bonds thereafter to be issued but only, however, upon the terms and conditions set forth in this Resolution.

E. The recitals of fact herein and in the Bonds contained shall be taken as the statements of the Agency and the Trustee shall not be responsible for the correctness of the same. The Trustee makes no representation as to the validity or sufficiency of this Resolution, of any Bonds issued hereunder or of the security afforded by this Resolution, and the Trustee shall not incur any liability in respect thereof. The Trustee shall not be under any responsibility or duty with respect to the application of any money paid by such Trustee to the Agency or to any successor Trustee in accordance with the provisions of this Resolution. Except for information provided by the Trustee, the Trustee shall have no responsibility or liability with respect to any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of these Bonds. The Trustee shall not be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect thereof, or to advance any of its own money, unless properly indemnified.

F. The Trustee shall not be liable in connection with the performance of its duties hereunder except for its own negligence, misconduct or default. The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents or receivers.

G. The Trustee, prior to the occurrence of an Event of Default and after Events of Default have been cured, undertakes to perform such duties and only such duties as are specifically set forth in this Resolution. If an Event of Default occurs and is not cured or waived, the Trustee shall exercise such of the rights and powers vested in it by this Resolution and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of his own affairs. Any provisions of this Resolution relating to action taken or to be taken by the Trustee or to evidence upon which the Trustee may rely shall be subject to the provisions of this Resolution.

H. The Trustee, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document furnished to it pursuant to any provision of this Resolution, shall examine such instrument to determine whether it conforms to the procedural requirements of this Resolution and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may or may not be counsel to the Agency, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Resolution in good faith and in accordance therewith.

I. Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Resolution, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of a Delegated Officer, and such certificate shall be full warranty for any action taken or suffered in good faith under the provisions of this Resolution upon the faith thereof; but in its discretion, the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable.

J. Except as otherwise expressly provided in this Resolution, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision thereof by the Agency to any Trustee shall be sufficiently executed in the name of the Agency by a Delegated Officer.

K. The Agency shall pay to the Trustee from time-to-time reasonable compensation for all services rendered under this Resolution and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents and employees, incurred in good faith in and about the performance of its powers and duties under this Resolution. The Agency agrees to indemnify and hold the Trustee harmless from and against any loss, expense, claim, cost, damage or liabilities it may incur arising out of or in the exercise and performance of its powers and duties hereunder, including, but not limited to, the costs and expenses of defending against any claim of liability and all losses, expenses, claims, costs, damages or liabilities arising out or related to the Bonds or this Resolution.

L. The Trustee may, at any time, resign and be discharged of the duties and obligations created by this Resolution by giving not less than 60 days written notice to the Agency specifying the date when such resignation shall take effect, and such resignation shall take effect upon the day specified in such notice unless previously a successor shall have been appointed by the Agency or the Registered Owners as provided in Section III.8, in which event such resignation shall take effect immediately on the appointment of such successor.

M. So long as there is no Event of Default hereunder, the Trustee may be removed at any time upon giving 30 days' notice by an instrument in writing filed with the Trustee and signed by the Agency.

N. The Agency shall appoint a successor Trustee if at any time (1) the Trustee shall resign, be removed, become incapable of acting, or be adjudged bankrupt or insolvent, (2) a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or (3) any public officer shall take charge or control of the Trustee or of its property or affairs.

O. If a successor Trustee is not appointed by the Agency hereunder within 45 days after the Trustee gives written notice to the Agency or after a vacancy in the office of the Trustee occurs by reason of its inability to act, the Trustee or the Registered Owner of any Bond may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Trustee.

P. Any successor Trustee appointed under this Resolution shall execute, acknowledge and deliver to its predecessor Trustee and to the Agency, an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, shall become fully vested with all rights, powers, duties and obligations of such predecessor Trustee, with like effect as if originally named as Trustee.

Q. The predecessor Trustee, on the written request of the Agency or of the successor Trustee, shall (1) execute, acknowledge and deliver such instrument of conveyance and of further assurance and do such other things as may reasonably be required to more fully vest and confirm in the successor Trustee all rights, title and interest of the predecessor Trustee in and to any property held by it under this Resolution, and (2) pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the Agency be required by such successor

Trustee to more fully vest in and confirm to such successor Trustee any estates, rights, power and duties, any and all such deeds, conveyances and instruments shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the Agency.

R. Any company into which any Trustee may be merged, converted or consolidated, or any company resulting from any such merger, conversion or consolidation, or any company to which any Trustee may sell or transfer all or substantially all of its corporate trust business, shall be the successor to the Trustee without the execution or filing of any paper or the performance of any further act.

S. The Trustee's right to payment of its fees, and expenses provided herein shall survive its resignation or removal and the final payment or defeasance of the Bonds.

### III.9 TRANSFER OR EXCHANGE OF BONDS

Any Bond shall be transferable by the Registered Owner thereof in person, or by his attorney duly authorized in writing, upon presentation and surrender of such Bond at the principal corporate trust office of the Bond Registrar for cancellation and issuance of a new Bond registered in the name of the transferee, in exchange therefor. Provided, however, that the Bond Registrar shall not be required to transfer the Bond within fifteen calendar days of a principal or interest payment.

Whenever any Bond or Bonds shall be surrendered for transfer or exchange, the Bond Registrar shall authenticate and deliver to the transferee, in exchange therefor, a new fully registered Bond or Bonds, of the same maturity and interest rate, and for the aggregate principal amount of such Bond or Bonds being surrendered.

The Bond Registrar shall require the payment by the Registered Owner requesting such transfer or exchange of any tax, fee or governmental charge required to be paid with respect to such transfer or exchange. The Bond Registrar and the Agency may also require the transferor and/or transferee of the Bond to execute any documents in connection with such transfer as may be reasonably required by the Agency and the Bond Registrar.

### III.10 LOST, STOLEN, MUTILATED OR DESTROYED BONDS

In case any Bond shall be lost, stolen, mutilated or destroyed, the Bond Registrar may authenticate and deliver a new Bond or Bonds of like date, denomination, interest rate, maturity, number, tenor and effect to the Registered Owner thereof upon the Registered Owner's paying the expenses and charges of the Agency and the Bond Registrar in connection therewith and upon his filing with the Agency and the Bond Registrar evidence satisfactory to the Agency and the Bond Registrar of his ownership thereof, and upon furnishing the Agency and the Bond Registrar with indemnity satisfactory to the Agency and the Bond Registrar.

## ARTICLE IV

### PLEDGE OF REVENUES

#### IV.1 PLEDGE FOR PAYMENT OF BONDS

The Agency covenants and agrees to pay the principal of and interest on the Bonds, and the Agency shall transfer from the respective Revenue Allocation Fund such amounts sufficient, together with funds then on deposit in the respective Debt Service Accounts, to meet the respective debt service requirements on the Bonds.

The Agency hereby pledges (i) for the payment of the Series 2022A Bonds, equally and ratably, the Area 3 Pledged Revenues from the Area 3 Revenue Allocation Area, and (ii) for the payment of the Series 2022B Bonds, equally and ratably, the Area 5 Pledged Revenues from the Area 5 Revenue Allocation Area.

## ARTICLE V

### FUNDS OF THE AGENCY

#### V.1 REVENUE ALLOCATION FUNDS

There is hereby created two funds, to be held by the Agency, separate and apart from all other funds of the Agency, designated the "Area 3 Revenue Allocation Fund" and the "Area 5 Revenue Allocation Fund". All Incremental Tax Revenues from each respective Revenue Allocation Area shall be deposited, promptly upon receipt by the Agency, into the respective Revenue Allocation Fund, and shall be used only for the following purposes and in the following order of priority:

First, to pay the interest on the respective Bonds by transfer of the amount of interest next falling due on such Bonds to the respective Debt Service Accounts by February 15 of each year, commencing on February 15, 2023. The payment for interest due on September 1 shall be transferred to the respective Debt Service Accounts by August 15 of each year, commencing on August 15, 2023;

Second, to pay the principal of the respective Bonds by transfer of the amount of principal falling due on such Bonds to the respective Debt Service Accounts by February 15 of each year, commencing February 15, 2024.;

Third, to restore any deficiency in the respective Reserve Account of the respective Debt Service Fund.

Fourth, to fund the Administration Fund;

Fifth, for any lawful purpose of the Agency.

#### V.2 CONSTRUCTION FUNDS

There is hereby created two funds to be held by the Agency, separate and apart from all other funds of the Agency, designated the "Construction Fund for Area 3" (the "Area 3 Construction Fund") and the "Construction Fund for Area 5" (the "Area 5 Construction Fund"), into which shall be deposited the proceeds of the respective Bond, and which shall be used to pay the Costs of Acquisition and Construction of the Project. Such proceeds may be invested by the Treasurer in lawful investments of the Agency which mature not later than such times as shall be necessary to provide moneys when needed to pay the Costs of Acquisition and Construction. All interest or other earnings on such investments shall be deposited into the respective Construction Fund. Moneys may be drawn from the respective Construction Fund for payment of the Cost of Acquisition and Construction upon approval of the Board. After completion of the Project, any balance in the respective Construction Fund shall be transferred to the respective Debt Service Fund, and the respective Construction Fund shall then be closed.

#### V.3 DEBT SERVICE FUNDS

A. Debt Service Fund Created. There is hereby created two special funds, to be held by the Trustee separate and apart from all other funds, designated the "Area 3 Debt Service Fund"

and the “Area 5 Debt Service Fund”, which each fund shall consist of two subaccounts: (1) a Debt Service Account, and (2) a Debt Service Reserve Account.

(1) Debt Service Account. Payments of Debt Service on the respective Bonds shall be made from the respective Debt Service Accounts at the times and in the manner provided in Article III of this Resolution and pursuant to the respective debt service schedules set forth in the Bond Purchase Agreement.

(2) Debt Service Reserve Account. Simultaneously with the issuance of the Bonds, the Agency shall deposit with the Trustee, the Reserve Fund Requirement, as set forth in the Bond Purchase Agreement, into the respective Debt Service Reserve Account for each Bond Series, which accounts shall be maintained by the Agency so long as any Bonds remain Outstanding. The Area 3 Debt Service Reserve Account will be funded from proceeds of the Series 2022A Bonds or existing funds of the Agency. The Area 5 Debt Service Reserve Account will be funded from proceeds of the Series 2022B Bonds or existing funds of the Agency.

For each Bond, if, on any Debt Service payment date (or on the date of maturity or prepayment, in the case of principal) the amount in the Debt Service Account is less than the amount required to pay such Debt Service, the Trustee shall apply amounts from the Debt Service Reserve Account to the extent necessary to make such payments.

For each Bond, any deficiency in the respective Debt Service Reserve Account created by a withdrawal as authorized by the preceding paragraph shall be replaced as soon as practicable by deposits of lawfully available moneys from the respective Revenue Allocation Funds until the respective Debt Service Reserve Account is restored.

Subject to optional redemption prior to maturity as set forth in the Bond Purchase Agreement, for each Bond, whenever the amount in the respective Debt Service Reserve Account, together with the amount in the respective Debt Service Accounts, is sufficient to pay in full the amount of respective series of Outstanding Bonds, including interest thereon, the funds on deposit in the respective Debt Service Reserve Account shall be transferred to the respective Debt Service Account.

B. Priority of Lien of Payments into the Debt Service Fund. For each Bond, the amounts so pledged to be paid into the respective Debt Service Funds from the respective Pledged Revenues are hereby declared to be a prior lien and charge upon the Pledged Revenues superior to all other charges of any kind or return whatsoever.

#### V.4 ADMINISTRATION FUND

The Agency holds a fund, separate and apart from all other funds of the Agency, designated the “Administration Fund” into which shall be deposited from Incremental Tax Revenues each year, after provision has been made for payment of principal of and interest (and redemption premium, if any) on the respective Bond, as required by Section V.1 of this Resolution, an amount, as determined by the Board, sufficient to pay, together with any other moneys lawfully available to the Agency, the Costs of Administration of the Agency for the Fiscal Year. The Agency's Costs of Administration shall be paid from the Administration Fund.

#### V.5 COST OF ISSUANCE FUNDS

There is hereby created two separate funds to be held by the Trustee separate and apart from all other funds, designated the "Area 3 Cost of Issuance Fund" and the "Area 5 Cost of Issuance Fund". A portion of the proceeds of the Series 2022A Bonds shall be deposited into the Area 3 Cost of Issuance Fund to pay the costs of issuance of the Series 2022A Bonds. A portion of the proceeds of the Series 2022B Bonds shall be deposited into the Area 5 Cost of Issuance Fund to pay the costs of issuance of the Series 2022B Bonds.

#### V.6 REBATE FUNDS

There is hereby created two separate funds to be held by the Trustee designated the "Area 3 Rebate Fund" and the "Area 5 Rebate Fund," into which shall be deposited any required rebateable arbitrage with respect to the applicable Bond, as may be set forth in the Tax Certificate of the Agency.

### ARTICLE VI

#### DEFEASANCE OF THE BONDS

##### VI.1 PROVISION FOR DEFEASANCE OF THE BONDS

In the event that money and/or direct obligations of, or obligations guaranteed by, the United States, as provided by Section 57-504 of the Idaho Code, as it now reads or is hereafter amended, maturing or having guaranteed redemption prices at the option of the Agency at such time or times and bearing interest to be earned thereon in such amounts as are sufficient (together with any resulting cash balances) to redeem and retire part or all of the Bonds in accordance with their terms, are hereafter irrevocably set aside in a special account and pledged to effect such redemption and retirement, then no further payment need be made into the Debt Service Fund for the payment of the principal of and interest on that portion of the Bonds so provided for, and such portion of the Bonds and interest accrued thereon shall then cease to be entitled to any lien, benefit or security of this Resolution, except the right to receive the funds so set aside and pledged, and such Bonds and interest accrued thereon shall no longer be deemed to be Outstanding hereunder.

### ARTICLE VII

#### ADDITIONAL BONDS

##### VII.1 ADDITIONAL BONDS

For so long as any of the Bonds remain Outstanding Bonds, the Agency will not issue any obligations having an equal priority of lien upon the respective Pledged Revenues to pay and secure the payment of the principal of and interest on such obligations than the priority of lien created on such Pledged Revenues to pay and secure the payment of the principal of and interest on the respective Bond except as follows:

A. The Agency reserves the right to issue Additional Bonds for the purposes of:

First, providing money to pay for any project in the respective Revenue Allocation Area, or

Second, refunding, as permitted by law, at or prior to their maturity, any bonds or other obligations payable out of Pledged Revenues.

Third, to pledge that payments will be made out of the respective Pledged Revenues and into the respective Debt Service Fund to pay and secure the payment of the principal of and interest on such Additional Bonds on a parity with the payment required herein to be made out of such Pledged Revenues into the respective Debt Service Fund to pay and secure the payment of the principal of and interest on any Additional Bonds then Outstanding, upon compliance with the following conditions:

(1) At the time of issuance of any Additional Bonds there is not a deficiency in the respective Debt Service Fund.

(2) Prior to the delivery of any Additional Bonds, (i) the Agency shall have on file a Consultant's Report, dated not earlier than 90 days prior to the date of delivery of such Additional Bonds, stating that the Pledged Revenues for the fiscal year immediately prior to issuance of such Additional Bonds was not less than at least 1.25 times the amount required in any such year for the payment of the principal of and interest on the Bonds secured by such Pledged Revenues and any Additional Bonds proposed to be issued; or (ii) a Consultant's Report certifies that the Pledged Revenues for two fiscal years immediately following the completion of the project to be financed by the Additional Bonds is projected or forecasted to be an amount not less than 135 percent of the anticipated Maximum Annual Debt Service on the Bonds secured by such Pledged Revenues and any Additional Bonds during such two-year period. Said Certificate shall state that there has been no material event (such as a material decrease in the property values) since the publication of the financial statements from which such conclusions were derived that would significantly reduce the Pledged Revenues available. No such certificate shall be required for Additional Bonds issued for the purpose of refunding a portion of the Bonds secured by such Pledged Revenues or any Additional Bonds. The certificate of such consultant shall be conclusive and the only evidence required to show compliance with the provisions and requirements of this subsection.

B. Nothing herein contained shall prevent the Agency from issuing obligations which are a charge upon the Pledged Revenues junior or inferior to the payments required by this Resolution to be made out of such revenue into the respective Debt Service Fund to pay and secure the payment of the Bonds and any Additional Bonds.

## ARTICLE VIII

### COVENANTS OF THE AGENCY

#### VIII.1 COVENANTS OF THE AGENCY

The Agency covenants and agrees with the Registered Owners of the Bonds as follows:

A. Punctual Payment. The Agency will punctually pay the interest on and principal of and redemption premiums, if any, to become due with respect to the Bonds, in strict conformity with the terms of the Bonds and of this Resolution, and will faithfully satisfy, observe, and perform all conditions, covenants, and requirements of the Bonds and of this Resolution.

B. Against Encumbrances. Unless otherwise permitted in this Resolution, the Agency will not mortgage or otherwise encumber, pledge, or place any charge upon any of the Pledged Revenues or moneys in the Debt Service Fund, and will not issue any obligation or security

superior to the Bonds payable in whole or in part from the Pledged Revenues.

C. Management and Operation of Properties. The Agency will manage and operate any property owned by the Agency and comprising any part of the Project or the Revenue Allocation Area in a sound and business-like manner and in conformity with all valid requirements of any governmental authority relative to the Project or any part thereof, and will keep such property insured at all times in conformity with sound business practice.

D. Payment of Claims. The Agency will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the properties owned by the Agency or upon the Pledged Revenues or any part thereof, or which might impair the security of the Bonds; provided that nothing herein contained shall require the Agency to make any such payments so long as the Agency in good faith shall contest the validity of any such claims.

E. Protection of Security and Rights of Registered Owners. The Agency will preserve and protect the security of the Bonds and the rights of the Registered Owners and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any Bonds by the Agency, such Bonds shall be incontestable by the Agency.

F. Payment of Taxes and Other Charges. Subject to the provisions hereof, the Agency will pay and discharge all taxes, service charges, assessments and other governmental charges which may hereafter be lawfully imposed upon the Agency or any other properties owned by the Agency in the Project Revenue Allocation Area, or upon the revenues therefrom, when the same shall become due; provided that nothing herein contained shall require the Agency to make any such payments so long as the Agency in good faith shall contest the validity of any such taxes, service charges, assessments or other governmental charges. (The Agency is not currently subject to the payment of taxes.)

G. Amendment of Urban Renewal Plan. The Agency will not amend the Plan except as provided in this Section VIII.1(G). If the Agency proposes to amend the Plan, it shall cause to be filed with the Agency a Consultant's Report on the effect of such proposed amendment. If the Consultant's Report concludes that the respective Pledged Revenues will not be materially reduced by such proposed amendment, the Agency may undertake such amendment. If the Consultant's Report concludes that the Pledged Revenues will be materially reduced by such proposed amendment, the Agency may not undertake such proposed amendment.

H. Further Assurances. The Agency will adopt, make, execute, and deliver any and all such further resolutions, instruments, and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution and for the better assuring and confirming unto the Registered Owners of the Bonds of the rights and benefits provided in this Resolution.

I. Accounts and Reports. The Agency shall keep proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the respective Projects and each fund and account established under this Bond Resolution, and which, together with all books and papers of the Agency, including insurance policies, relating to the respective Projects, shall at all times be subject to the inspection of not less than twenty-five percent (25%) of the aggregate amount of Outstanding Bonds or their representatives authorized in writing.

J. General.

(1) The Agency shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Agency under the provisions of the Act and this Resolution.

(2) Upon the date of authentication and delivery of the Bonds, all conditions, acts, and things required by law and this Resolution to exist, to have happened, and to have been performed precedent to and in the issuance of such Bonds shall exist, have happened, and have been performed, and the issue of such Bonds, together with all other indebtedness of the Agency, shall comply in all respects with the applicable laws of the State of Idaho.

(3) The Bonds are issued in connection with an urban renewal project, as defined in the Act. Accordingly, in any suit, action, or proceedings involving the validity or enforceability of the Bonds, the Bonds shall be conclusively deemed to have been issued for such purpose and such urban renewal project shall be conclusively deemed to have been planned, located and carried out in accordance with the provisions of the Act.

ARTICLE IX

SPECIAL TAX COVENANTS

IX.1 SPECIAL TAX COVENANTS

With respect to the Bonds, the Agency further covenants and agrees as follows:

A. Arbitrage; Special Tax Covenants. The Agency shall comply with the provisions of this Section unless, in the written opinion of Bond Counsel to the Agency, such compliance is not required in order to maintain the exemption of the interest on the Bonds from federal income taxation.

The Agency hereby covenants that it will not make any use of the proceeds of sale of the Bonds or any other funds of the Agency which may be deemed to be proceeds of such Bond pursuant to Section 148 of the Code which will cause either of the Bonds to be "arbitrage bond" within the meaning of said Section. The Agency will comply with the requirements of Section 148 of the Code (or any successor provision thereof) throughout the term of the Bonds.

The Agency hereby further covenants that it will comply with the registration requirements of Section 149(a) of the Code so long as any portion of the Bonds are outstanding.

The Agency hereby further covenants that it will not take any action or permit any action to be taken that would cause either Bond to constitute a "private activity bond" under Section 141 of the Code.

B. Private Person Use Limitation. The Agency shall comply with the provisions of this Section unless, in the written opinion of Bond Counsel, such compliance is not required in order to maintain the exemption of the interest on the Bond from federal income taxation.

The Agency covenants that so long as any portion of the Bond is an Outstanding Bond, it will not permit:

- (a) More than 10% of the Net Proceeds of the Bond to be used for any use by a private person ("Private Person Use"); and

(b) More than 10% of the principal or interest payments on the Bond in a bond year to be (under the terms of this Bond Resolution or any underlying arrangement) directly or indirectly: (i) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or (ii) derived from payments (whether or not made to the Agency) in respect of property, or borrowed money, used or to be used for any Private Person Use.

The Agency further covenants that, if:

(c) More than 5% of the Net Proceeds of the Bond is to be used for any Private Person Use; and

(d) More than 5% of the principal or interest payments on the Bond in a Bond Year are (under the terms of this Bond Resolution or any underlying arrangement) directly or indirectly: (i) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or (ii) derived from payments (whether or not made to the Agency) in respect of property, or borrowed money, used or to be used for any Private Person Use;

then, (i) any Private Person Use of the Project described in subsection (c) hereof or Private Person Use payments described in subsection (d) hereof that is in excess of the 5% limitations described in such subsections (c) or (d) will be for a Private Person Use that is relating to the state or local governmental use or purpose of the Project, and (ii) any Private Person Use will not exceed the amount of Net Proceeds of the Bond used for the state or local governmental use portion of the Project to which the Private Person Use of such portion of the Project relates. The Agency further covenants that it will comply with any limitations on the use of the Project by other than state and local governmental users that are necessary, in the opinion of Bond Counsel, to preserve the tax exemption of the interest on the Bond.

C. Private Loan Limitation. The Agency shall comply with the provisions of this Section unless, in the written opinion of Bond Counsel, such compliance is not required in order to maintain the exemption of the interest on the Bond from federal income taxation.

The Agency covenants that so long as any portion of the Bonds are Outstanding Bonds, it will not permit Bond proceeds in excess of 5% of the Net Proceeds of the Bond to be used (directly or indirectly) to make loans (other than loans that enable a borrower to finance a governmental tax assessment of general application for a specific essential governmental function) to a Private Person.

D. Federal Guaranty Prohibition. The Agency shall comply with the provisions of this Section unless, in the written opinion of Bond Counsel, such compliance is not required in order to maintain the exemption of the interest on the Bond from federal income taxation.

The Agency covenants that so long as any portion of the Bond is an Outstanding Bond, it will not take any action or permit or suffer any action to be taken if the result thereof would be to cause the Bond to be “federally guaranteed” within the meaning of Section 149(b) of the Code and any Regulations promulgated thereunder.

E. Opinions of Bond Counsel. Whenever an opinion of bond counsel is rendered in connection with any provision of this Resolution, the opinion shall affirmatively state, in a

manner acceptable to the Agency, that the action in question will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.

F. Continuing Disclosure. The Agency will comply with the requirements of Rule 15c2-12(a)(5) of the U.S. Securities and Exchange Commission with respect to the continuing disclosure of financial information and operating data and of certain material events with respect to the Bonds, as more fully set forth in the Continuing Disclosure Agreement which is annexed hereto as Exhibit "C." The Continuing Disclosure Agreement, in substantially the form presented to the Board, is hereby approved and the Delegated Officer is hereby authorized and directed, for and in the name and on behalf of the Agency, 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.

G. The Corporate Trust Department of U.S. Bank Trust Company, National Association is hereby designated as agent of the Agency for purposes of Rule 15c2-12(a)(5).

H. The Bonds have been designated as a "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code for purposes of purchase by banks and thrift institutions.

## ARTICLE X AMENDMENTS

### X.1 AMENDMENTS

A. The Agency from time to time and at any time may, with the consent of the Registered Owners (which consent shall not unreasonably be withheld), adopt a resolution or resolutions supplemental hereto, which resolution or resolutions thereafter shall become a part of this Resolution, for any one or more or all of the following purposes:

(1) To add to the covenants and agreements of the Agency in this Resolution, other covenants and agreements thereafter to be observed, which shall not adversely affect the interests of the Registered Owners of any of the Bonds, 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 Resolution or any resolution authorizing future notes, warrants, or bonds in regard to matters or questions arising under such resolutions as the Agency may deem necessary or desirable and not inconsistent with such resolutions and which shall not adversely affect, in any material respect, the interest of any of the Registered Owners of the Bonds.

B. With the consent of the Registered Owners of not less than sixty-five percent (65%) in aggregate principal amount of the Outstanding Bonds, the Agency may adopt a resolution or resolutions supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Resolution or of any supplemental resolution; provided, however, that no such supplemental resolution shall:

(1) extend the fixed maturity of the Bonds, or reduce the rate of interest thereon, or extend the time of payment of interest from its 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 Registered Owners required to approve any such supplemental resolution, without the consent of the Registered Owners of all of the Outstanding Bonds.

It shall not be necessary for the consent of Registered Owners under this subsection B to approve the particular form of any proposed supplemental resolution, but it shall be sufficient if such consent shall approve the substance thereof.

Upon the adoption of any supplemental resolution pursuant to the provisions of this Section, this Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties, and obligations of the Agency under this Resolution and all Registered Owners of the Bonds the Outstanding Bonds hereunder shall thereafter be determined, exercised and enforced thereunder, subject in all respect to such modification and amendments, and all terms and conditions of any such supplemental resolution shall be deemed to be part of the terms and conditions of this Resolution for any and all purposes.

The Bonds executed and delivered after the execution of any supplemental resolution adopted pursuant to the provisions of this Section may have a notation as to any matter provided for in such supplemental resolution, and if such supplemental resolution shall so provide, the Bonds so modified as to conform, in the opinion of the Board, to any modification of this Resolution contained in any such supplemental resolution, may be prepared and delivered without cost to the Registered Owners of the Bonds the Outstanding Bonds, upon surrender for cancellation of such Bonds, in equal aggregate principal amounts.

## ARTICLE XI

### EVENTS OF DEFAULT

#### XI.1 EVENTS OF DEFAULT

The occurrence of any of the following conditions or events shall constitute an event of default hereunder:

if default shall be made in the due and punctual payment of the principal or redemption price of the Bonds within ten (10) days after the same shall become due and payable, whether at maturity or by call for redemption or otherwise;

if default shall be made in the due and punctual payment of any installment of interest on the Bonds within ten (10) days after such interest installment shall become due and payable;

if default shall be made by the Agency in the performance or observance of any other of the covenants, agreements, or conditions on its part in this Resolution, in the Bond Purchase Agreement, or in the Bonds contained, and such default shall continue for a period of ten (10) days after written notice thereof to the Agency by a Registered Owner;

if this Resolution or any document executed and delivered in connection herewith and related to the authorization or delivery of the Bonds ceases to be valid or in full force and effect;

if there shall occur dissolution or liquidation of the Agency or the filing by the Agency of a voluntary petition in bankruptcy, or the commission by the Agency of any act

of bankruptcy, or adjudication of the Agency as a bankrupt, or assignment by the Agency for the benefit of its creditors, or the entry by the Agency into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Agency in any proceeding for its reorganization instituted under the provisions of the federal bankruptcy act, as amended, or under any similar act in any jurisdiction which may now be in effect or which may hereafter be enacted;

#### XI.1 REMEDIES

Upon the occurrence of an Event of Default, the Registered Owner may declare the Outstanding Bonds to be immediately due and payable, principal and accrued interest, and may exercise any other right provided in the Bond Purchase Agreement.

### ARTICLE XII

#### MISCELLANEOUS PROVISIONS

##### SALE OF THE BONDS

The Bonds are hereby authorized to be sold to the Underwriter upon the terms and conditions set forth in Section III hereof and the Bond Purchase Agreement, the form of which is annexed hereto as Exhibit "D". The Bond Purchase Agreement in substantially the form attached hereto is hereby approved. Pursuant to Section III hereof, upon the sale of the Bonds and inclusion of the final terms of the Bonds in the Bond Purchase Agreement, the Delegated Officers are each 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 III 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 Agency 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 Resolution and the Bond Purchase Agreement shall be found to be in conflict, the provisions of the Bond Purchase Agreement shall govern.

The Preliminary Official Statement, in substantially the form presented to the Board, 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 and to deem the Preliminary Official Statement final. The Delegated Officer is hereby authorized and directed, for and in the name and on behalf of the Agency, 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 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 Bonds, is hereby authorized to deliver copies of the said Official Statement (as so added to or changed) to all actual purchasers of the Bonds.

##### SEVERABILITY

If any one or more of the covenants or agreements provided in this Resolution to be performed on the part of the Agency 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 in this Resolution and shall in no way affect the validity of the other provisions of this Resolution or the Bonds.

VALIDITY OF BONDS

Pursuant to Section 50-2911, Idaho Code, as amended, no direct or collateral action attacking or otherwise questioning the validity of the Bonds may be brought prior to the effective date of this Resolution or after the elapse of thirty (30) days from and after the effective date of this Resolution.

RATIFICATION

All actions heretofore taken by the Agency, its officers and staff, relating to the authorization and issuance of the Bonds, including, but not limited to, publication of a notice of negotiated private bond sale and are hereby ratified and confirmed.

EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption and approval.

PASSED by the Urban Renewal Agency of the City of Jerome, Idaho and signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on June 22, 2022.

URBAN RENEWAL AGENCY OF  
THE CITY OF JEROME

/s/ Shonna Fraser  
Vice-Chairman, Board of Commissioners

ATTEST:

/s/ Jason Peterson  
Secretary

( S E A L )

Commissioner Craig made a motion to approve Resolution No. 06-22, the bond resolution for Series 2022A Bonds and Series 2022B Bonds. Second to the motion was made by Commissioner Peterson. After consideration the motion passed unanimously by the following vote: **AYES:** Acting Chairman Fraser, Commissioner Peterson, Commissioner Craig, and Commissioner Hess. **NAYES:** None.

Mr. Armbruster stated the next step is to publish the notice of Resolution No. 06-22. Jonas Beiry with DA Davidson expressed appreciation to work with the Agency and commended the team in getting through the process. Stephanie Bonney, bond counsel, also expressed appreciation for the opportunity to work with everyone.

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF JEROME, COLLEGE OF SOUTHERN IDAHO, AND JEROME URBAN RENEWAL AGENCY AND APPROVE RESOLUTION NO. 07-22:**

Mr. Armbruster spoke of the draft MOU previously reviewed by the board and stated the MOU between the City of Jerome, the Agency, and the College of Southern Idaho (CSI) will allow for a portion of property owned by the City in Blocks 55/56 to be developed by constructing a new CSI facility. The City will convey property to the URA, and then the Agency will enter into a formal agreement with CSI for development of that parcel. This development

will coordinate with the remaining project developed by Lincoln Commons, LLC. Mr. Williams stated the City Council and CSI have approved of the MOU, and CSI has been advertising for architects. A development agreement will be presented to the board at a future meeting, and Mr. Williams is hopeful that design and ground breaking will occur later this year.

Mr. Amrburster read Resolution No. 07-22 by title only, and the resolution in full is as follows:

RESOLUTION NO. 07-22

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF JEROME, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JEROME URBAN RENEWAL AGENCY OF THE CITY OF JEROME, IDAHO, APPROVING THE MEMORANDUM OF UNDERSTANDING BY, BETWEEN, AND AMONG THE JEROME URBAN RENEWAL AGENCY, THE CITY OF JEROME, IDAHO, AND THE COLLEGE OF SOUTHERN IDAHO AND AUTHORIZING THE CHAIR, VICE-CHAIR, OR EXECUTIVE DIRECTOR AND SECRETARY, RESPECTIVELY, TO EXECUTE AND ATTEST SAID MEMORANDUM OF UNDERSTANDING SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE CHAIR, VICE-CHAIR, OR EXECUTIVE DIRECTOR AND SECRETARY TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE MEMORANDUM OF UNDERSTANDING AND TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE MEMORANDUM OF UNDERSTANDING SUBJECT TO CERTAIN CONDITIONS, INCLUDING SUBSTANTIVE CHANGES; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Jerome Urban Renewal Agency of Jerome, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (hereinafter the "Law") and the Local Economic Development Act, Chapter 20, Title 50, Idaho Code, as amended (hereinafter the "Act"), a duly created and functioning urban renewal agency for Jerome, Idaho, hereinafter referred to as the "Agency."

WHEREAS, the City Council of the City of Jerome, Idaho ("City"), after notice duly published, conducted a public hearing on the Area 3 Downtown Urban Renewal Plan (the "Plan") with the jurisdictional area of the Plan referred to herein as the "Project Area";

WHEREAS, following said public hearing, City adopted its Ordinance No. 1135 on November 4, 2014, approving the Plan and making certain findings;

WHEREAS, the City is a duly organized and existing municipal corporation of the state of Idaho, located in Jerome County, Idaho;

WHEREAS, College of Southern Idaho ("CSI") is a community college district and a public corporation, organized and existing pursuant to Idaho Code § 33-2101 et seq.;

WHEREAS, pursuant to Idaho Code §§ 50-2007(f) and 50-2015, City and Agency are authorized and empowered to enter into such contracts as may be necessary to carry out the purposes of the Idaho Urban Renewal Law;

WHEREAS, the City owns undeveloped property located along North Lincoln Avenue, First Avenue West, and Alder Street, more specifically described as Blocks 55, 56, and a portion of Block 66, Jerome, Idaho (the “Real Property”) and is interested in cooperating with the Agency in the formal disposition process of the Real Property under Idaho Code Section 50-2011;

WHEREAS, Idaho Code § 50-2015, allows a City to dispose of property to the Agency without appraisal, public notice, advertisement, or public bidding;

WHEREAS, the Real Property is located within the Project Area. The Plan provides for various measure to mitigate and remediate the Project Area;

WHEREAS, the City and the Agency are desirous to have the Real Property redeveloped;

WHEREAS, CSI is interested in acquiring a portion of the Real Property for the purpose of constructing and operating a facility for higher education (hereinafter referred to as the “CSI Site”);

WHEREAS, Idaho Code Sections 50-2011(e) and 50-2015(f) allow for the Agency to dispose of property to another public entity without consideration subject to complying with the Plan and developing the property through a schedule of performance. The Agency is prepared to dispose the CSI Site to CSI;

WHEREAS, Agency previously entered into a Disposition and Development Agreement (DDA) with Lincoln Commons, LLC for redevelopment of the Real Property as a mixed-use commercial and retail development;

WHEREAS, since entering into the DDA, the Agency and Lincoln Commons have determined it is in the best interest to remove the CSI Site to be redeveloped by CSI from the DDA subject to commitment by CSI to redevelop the CSI Site as a facility of higher education in compliance with a schedule of performance and coordination with the remaining development on the Real Property;

WHEREAS, the Parties wish to formalize the terms and conditions of their mutual understanding. The Agency will convey to CSI the CSI Site for no consideration in exchange for CSI redeveloping the CSI Site by constructing and operating a facility of higher education thereon as will be more specifically described in a DDA between CSI and the Agency and will include a scope of development and schedule of performance;

WHEREAS, the City, CSI, and the Agency have, during duly noticed public meetings, authorized execution of a Memorandum of Understanding (“MOU”);

WHEREAS, Agency staff has reviewed the MOU and recommends approval of the MOU subject to certain conditions;

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the MOU and to authorize the Chair, Vice-Chair, or Executive Director to execute and attest the MOU, subject to certain conditions, and to execute all necessary documents to implement the transaction, subject to the conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE JEROME URBAN RENEWAL AGENCY OF JEROME, IDAHO, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That the MOU, attached hereto as Exhibit A, is hereby incorporated herein and made a part hereof by reference, is hereby approved and accepted as to form recognizing technical changes or corrections which may be required prior to execution of the Development Agreement;

Section 3. That the Chair, Vice-Chair, or Executive Director of the Agency are hereby authorized to sign and enter into the MOU and, further, are hereby authorized to execute all necessary documents required to implement the actions contemplated by the MOU subject to representations by the Agency staff and Agency legal counsel that all conditions precedent to and any necessary technical changes to the MOU or other documents are acceptable upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the MOU and the comments and discussions received at the June 22, 2022, Agency Board meeting, including any substantive changes discussed and approved at that meeting.

Section 4: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Jerome Urban Renewal Agency of the city of Jerome, Idaho, on June 22, 2022. Signed by the Vice-Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on this 22nd day of June 2022.

APPROVED:

BY:

/s/ Shonna Fraser  
Vice-Chair

ATTEST:

/s/ Jason Peterson  
Secretary

Commissioner Hess made a motion to approve Resolution No. 07-22. Second to the motion was made by Commissioner Peterson. After consideration the motion passed unanimously by the following vote: **AYES:** Vice Chair Fraser, Commissioner Peterson, Commissioner Craig, and Commissioner Hess. **NAYES:** None.

**ADJOURN:**

There being nothing further to discuss, Vice Chair Fraser adjourned this June 22, 2022 special meeting at 3:38 p.m.

\_\_\_\_\_  
Chairman Kathy Cone

\_\_\_\_\_  
Secretary Jason Peterson