

Public Works / Finance Committee



Regular Meeting
~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, July 22, 2019

3:00 PM

Council Chambers
206 E. Third St.

REGULAR AGENDA

1. Approval of the July 8, 2019 Public Works / Finance Committee Minutes (ACTION ITEM) - Caylee Birge

Minutes presented for approval.

PROPOSED ACTIONS: Approve minutes, amend minutes, or provide staff further direction.

2. Public Meeting: Proposed Lot Division at 418 East 8th Street (ACTION ITEM) - Mike Ray

The applicant, Ching-Pi Wang, is requesting a lot division for an existing lot of approximately 14,389 square feet in size located at 418 East 8th Street. The applicant is requesting the lot division in order to create two lots of approximately 8,169 square feet and 6,220 square feet in size. Each lot contains a 4-unit multi-family apartment building. The subject property is located within the Multiple Family Residential Zoning District (R-4). Within the R-4 Zoning District, multi-family lots require a minimum lot area of 5,000 square feet and a minimum lot width of fifty feet (50'). Both proposed lot areas and lot widths meet these requirements and the two existing buildings will meet all setback requirements of the R-4 Zone. Per Moscow City Code, property owners within 600 feet of the property have been notified of the proposed division and a sign was posted seven (7) days prior to the public meeting date.

PROPOSED ACTIONS: Take public comment if applicable and recommend approval of the lot division request with no conditions; or recommend approval of the lot division request with conditions; or recommend denial of the lot division request; or provide staff further direction.

3. Funding Request from Latah County for McConnell Mansion Reroof Project (ACTION ITEM) – Gary J. Riedner

Latah County and the Latah County Historical Society approached the City Council in July, 2017 with a request to participate in one-half of the cost of the McConnell Mansion re-roof project. The request to the City was \$19,750. In FY2017, the City Council authorized \$10,500 of the request to be paid from the Legislative Non-Prioritized line item, and indicated that the balance of \$9,250 could be brought forward for funding in FY2018 from the same line item. The FY2017 funds were not requested to be expended within that budget year, and no request was made in FY2018, because the project was not pursued at that time. The project is proceeding this summer, and Latah County and the Latah County Historical Society were operating under the assumption that the funds that were authorized in FY2017 and to be requested in FY2018 were available in FY2019. The accompanying memo and attachments

provide the background of the original request and the budgetary implications. Since the date of the original request, the Fort Russell Historic District was expanded to include the McConnell Mansion. If the request for City participation in the amount of \$19,750 for the McConnell Mansion re-roof project is authorized by City Council in the current FY2019 budget year, since the amount was not budgeted, it is recommended that the Council direct staff to open the FY2019 budget to include the expenditure from Legislative Non-Prioritized Projects, which will overrun the original line item.

PROPOSED ACTIONS: Recommend approval of the request from Latah County and the Latah County Historical Society to participate in the McConnell Mansion re-roof project in the amount of \$19,750 from Legislative Non-Prioritized Projects line item 101-010-10-670-16, and direct staff to include that amount in the FY2019 open budget process, or reject the request or provide staff further direction.

4. Ice Rink Hamilton Fund Extension Resolution Approval (ACTION ITEM) - Gary J. Riedner

On June 17, 2019, the City Council considered a request from the Palouse Ice Rink (PIR) for an extension of the City's commitment of \$1 million of Hamilton Funds made pursuant to Resolution 2017-13. The Council approved the request for extension with the same conditions imposed by Resolution 2017-13 and directed staff to draft a Resolution for Council consideration at a later meeting. The attached Resolution is submitted for City Council consideration.

PROPOSED ACTIONS: Recommend approval of the attached Resolution or provide staff further direction.

5. Bond Proceeds Resolution (ACTION ITEM) - Gary J. Riedner / Sarah Banks

On May 21, 2019, the City of Moscow presented a successful general obligation bond election to the voters, to fund capital projects, including a new police facility, repurpose and remodel of the current 4th Street police facility and Mann Building to house City operations. Staff has been working with a financial consultant and bond attorney to complete the process of issuance of the general obligation bonds, including conducting a bond rating conference with a rating agency, preparation of the bond ordinance (to be considered by City Council on August 5, 2019) and issuance of a Preliminary Official Statement. Bond Counsel has recommended that the City Council adopt a policy relating to the deposits and disposition of funds to pay the debt service on the bonds. The attached Resolution states the proposed policy relating to those matters.

PROPOSED ACTIONS: Recommend adoption of the attached Resolution, or provide staff further direction.

ADJOURN

NOTICE: Moscow City Council and committee meetings are televised, videotaped and/or recorded. Individuals attending the meeting who require special assistance to accommodate physical, hearing, or other impairments, please contact the City Clerk, at (208) 883-7015 or TDD 883-7019, as soon as possible so that arrangements may be made.

Public Works / Finance Committee



Regular Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, July 8, 2019

4:00 PM

**Council Chambers
206 E. Third St.**

REGULAR AGENDA

The meeting was called to order at 4:00 p.m.

PRESENT: Art Bettge, Jim Boland, Anne Zabala

OTHER: Mayor Bill Lambert, Brandy Sullivan

STAFF: Bill Belknap, Mike Ray, Sarah Banks, Tyler Palmer, Bob Buvel, Mia Vowels, Caylee Birge

**1. Approval the June 24, 2019 Public Works / Finance Committee Minutes (ACTION ITEM)
- Caylee Birge**

Minutes presented for approval.

PROPOSED ACTIONS: Approve minutes, amend minutes, or provide staff further direction.

The minutes were approved as presented.

2. Disbursement Report June 2019 (ACTION ITEM) - Sarah Banks

Staff will present the Accounts Payable Report for the month ending June 2019.

ACTION: Sign the Disbursements Report for the month of June, 2019.

Banks presented the disbursement report which included the third quarter SMART Transit contribution, new computer purchases, a John Deere mower, and the Monroe Street slurry seal payment. The Committee signed the report.

3. Third Quarter Financial Report April 1, 2019 to June 30, 2019 for FY2019 (ACTION ITEM) - Sarah Banks

Staff will present the financial report for the third quarter of Fiscal Year 2019 (April 1, 2019 to June 30, 2019).

PROPOSED ACTIONS: Approve the FY2019 Third Quarter Report, or provide staff further direction.

Banks presented the third quarter financial report. Spending is at 42% which is normal since it is project season. The Committee recommended approval and that it be placed on the Council consent agenda.

4. Ordinance Amending Educational Services within the Central Business District (ACTION ITEM) - Mike Ray

On August 20, 2018, City Council provided direction to staff to develop a survey for the community and property owners and businesses operating within the CBZD. A survey instrument was then prepared which contained questions designed to gauge the perceptions of the community and property owners and businesses operating within the CBZD in regards to a) current public/private universities and colleges in the CBZD and b) additional or expanded public/private universities and colleges in the CBZD. The survey was then sent out in the fall of 2018 to CBZD property and business owners as well as a random sample of the community. The results of the survey were then discussed at the City Council meeting on April 1, 2019 and the Council then directed the Planning and Zoning Commission to prepare an ordinance which would prohibit additional or expanded universities and colleges in the CBZD. The Commission then reviewed other uses which staff has encountered challenges with in the past year and expanded the ordinance to include additional amendments to the land use table. The Commission conducted a public hearing on the proposed ordinance on June 12, 2019 and recommended approval to City Council. The proposed ordinance has been scheduled for a public hearing before City Council at the Council's upcoming July 15, 2019 meeting.

PROPOSED ACTIONS: Recommend forwarding the proposed ordinance for public hearing at the Council's upcoming July 15, 2019 meeting; or provide staff further direction.

Ray introduced the item as written above and went through the specific changes to the table. See attached presentation. Should a current business be out of compliance because of a change to the use table, it would be allowed to operate and would be considered non-conforming. For a parking lot to be a permitted accessory use in the residential zones, it would need to be on the same lot as the use, adjacent to the use or within 500 feet of the use. A stand-alone parking lot would be a conditional use and require approval through the Board of Adjustment. In the commercial zones, a parking lot, whether for a particular use or pay-to-park, would be a permitted use. Zabala felt parking lots within the Central Business District should be a conditional use. The Committee recommended forwarding the ordinance to public hearing on July 18.

5. Request for Engineering Variance from the University of Idaho for 7th Street from Elm Street to the Bruce Pitman Center (ACTION ITEM) - Tyler Palmer

The University received funding from the State of Idaho Permanent Building Fund for improvements to 7th Street, between Elm Street and the Bruce Pitman Center. The proposed improvements will include colored concrete pavers, new lighting, traffic calming and reconfiguration of five parking stalls. 7th Street will remain open to vehicles, but will be designated a "pedestrian priority zone". The alley portion adjacent to the rear entrance of the Pitman Center will also include enhanced pavers and will remain open to vehicles. The proposed construction is estimated to begin in 2020. Under the City/University Street Agreement, maintenance for 7th Street and the new improvements will be the responsibility of the University. The request for this variance was brought before the Transportation Commission at the June 13, 2019 meeting. The Commission made a recommendation to City Council to support the University's variance request.

PROPOSED ACTIONS: Recommend approval of the University's Engineering Variance request, or provide staff further direction.

Palmer and Buvel introduced the item as written above. The University of Idaho would like to beautify this entrance, as it is the primary entrance to the Pitman Center. They have the proposed concept as a pedestrian priority zone with very low flow traffic. This is a City owned right-of-way and we have a maintenance agreement with the University. The City does have water and sewer lines in the area that may need to be replaced along with the construction of this project. The street would remain open to vehicles. Ray Pankopf, Director of Architecture and Engineering Services for the University of Idaho stated that there are five existing stalls. Two of those are general residential parking, one is an accessible stall, and two are service stalls. The ADA stall will move across the street to another parking lot. The two general parking stalls will be removed, however there will be a new residential parking lot to accommodate 20-25 more stalls. The service stalls will remain. The City would still control the right-a-way and any street closures would require a City permit. The Committee recommended approval and that it be placed on the Council consent agenda.

ADJOURN

The meeting was closed at 4:38 p.m.

COMMITTEE STAFF REPORT

DATE: Monday, July 22, 2019



RESPONSIBLE STAFF

Michael Ray, Assistant CD Director/Planning Manager

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Public Meeting: Proposed Lot Division at 418 East 8th Street (ACTION ITEM) - Mike Ray

DESCRIPTION

The applicant, Ching-Pi Wang, is requesting a lot division for an existing lot of approximately 14,389 square feet in size located at 418 East 8th Street. The applicant is requesting the lot division in order to create two lots of approximately 8,169 square feet and 6,220 square feet in size. Each lot contains a 4-unit multi-family apartment building. The subject property is located within the Multiple Family Residential Zoning District (R-4). Within the R-4 Zoning District, multi-family lots require a minimum lot area of 5,000 square feet and a minimum lot width of fifty feet (50'). Both proposed lot areas and lot widths meet these requirements and the two existing buildings will meet all setback requirements of the R-4 Zone. Per Moscow City Code, property owners within 600 feet of the property have been notified of the proposed division and a sign was posted seven (7) days prior to the public meeting date.

STAFF RECOMMENDATION

Take public comment if applicable and recommend approval of the lot division request with no conditions.

PROPOSED ACTIONS

PROPOSED ACTIONS: Take public comment if applicable and recommend approval of the lot division request with no conditions; or recommend approval of the lot division request with conditions; or recommend denial of the lot division request; or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Application Letter
2. Site Plan
3. Legal Descriptions
4. Warranty Deed

RECEIVED

JUN 19 2019

City of Moscow

June 19, 2019

Mayor Lambert and Moscow City Council
City Hall
Moscow, ID 83843

Re: 418 E 8th St Lot Division

Dear Mayor Lambert and City Council:

Ching-Pi Wang is requesting a lot division of 418 E 8th Street. The existing lot is zoned R4 and would be divided into two lots.

The existing lot is 14,389 square feet. The proposed lots are:
Parcel A – 8,169 SF
Parcel B – 6,220 SF

Attached are the following:

1. Proposed Record of Survey
2. Proposed legal descriptions

Please do not hesitate to contact me if you have questions regarding the lot division request.

Sincerely,

Scott Becker, PE
Principal
Hodge and Associates Inc.

Survey References:

- H. McGregor's Addition to the City of Moscow, Book 1 of Plats, Page 19.
- McGregor's 2nd Addition to the City of Moscow, Book 2 of Plats, Page 9.
- Sunny-Side Addition to the City of Moscow, Book 3 of Plats, Page 21.
- Record of Survey, Instrument #516762, by L. Hodge, PE/LS #3003.
- Record of Survey, Instrument #529700, by A. Younger, PLS #12724.
- Condominium Plat of Harrison Condominiums, Instrument #583910 by D. Priest, PLS #6449.
- Deed of Dedication, Book 9 of Deeds, Page 45.
- City of Moscow Right-of-Way Vacation, Ordinance #87-10, Instrument #362266.
- City of Moscow Right-of-Way Vacation, Ordinance #2005-31, Instrument #500350.
- Warranty Deed, Instrument #572510, Zinser to My Three Sons, LLC.

Surveyor's Certificate

I, Duane Priest, PLS #6449, State of Idaho, do hereby certify that the survey represented by this map was performed by me or under my supervision in accordance with the laws of the State of Idaho and at the request of Ching-Pi Wang in May 2019.

Basis of Bearings

The Basis of Bearings for this survey is the south line of Seventh Street, between the northwest corner of Block 4 of McGregor's Addition to the City of Moscow to the northeast corner of Block 3 of McGregor's 2nd Addition to the City of Moscow, shown hereon as S89°19'30"E, per GPS observation.

Survey Narrative

The purpose of this survey was to locate, monument and map the boundaries of Warranty Deed, Instrument #572510, and to adjust the line between Lots 7 and 8 to accommodate the two structures on the property and to meet the setback requirements for Zone R4, per The City of Moscow Zoning Code. The north line of Block 4 was established from found monuments at the northeast corner of Block 3 of McGregor's 2nd Addition and the northeast corner of Block 4 of H. McGregor's Addition to the City of Moscow. The west line of Block 4 was established from found monuments along the west line of Adams Street and offset east 80 feet. The south line of Block 4 was established from found monuments along the north and south lines of Eighth Street, and the east line of Block 4 was established from found monuments along the west line of Harrison Street and verified using the found monuments on the west line of Logan Street.

Legend

- Set 5/8" Diameter Rebar w/Yellow Plastic Cap Stamped "Priest 6449"
- Found 5/8" Diameter Rebar
- Calculated Position
- Block Number
- Lot Number
- Record Data - See Survey References
- Parent Parcel Boundary Line
- Parcel Boundary, This Survey
- Lot Line
- Lot Line, No Longer Parcel Boundary
- Right-of-Way
- Right-of-Way, Prior to Vacation or Additional Dedication
- Access Easement

NO. _____ AT THE REQUEST OF:

DATE & HOUR:

HENRIANNE WESTBERG
LATAH COUNTY RECORDER

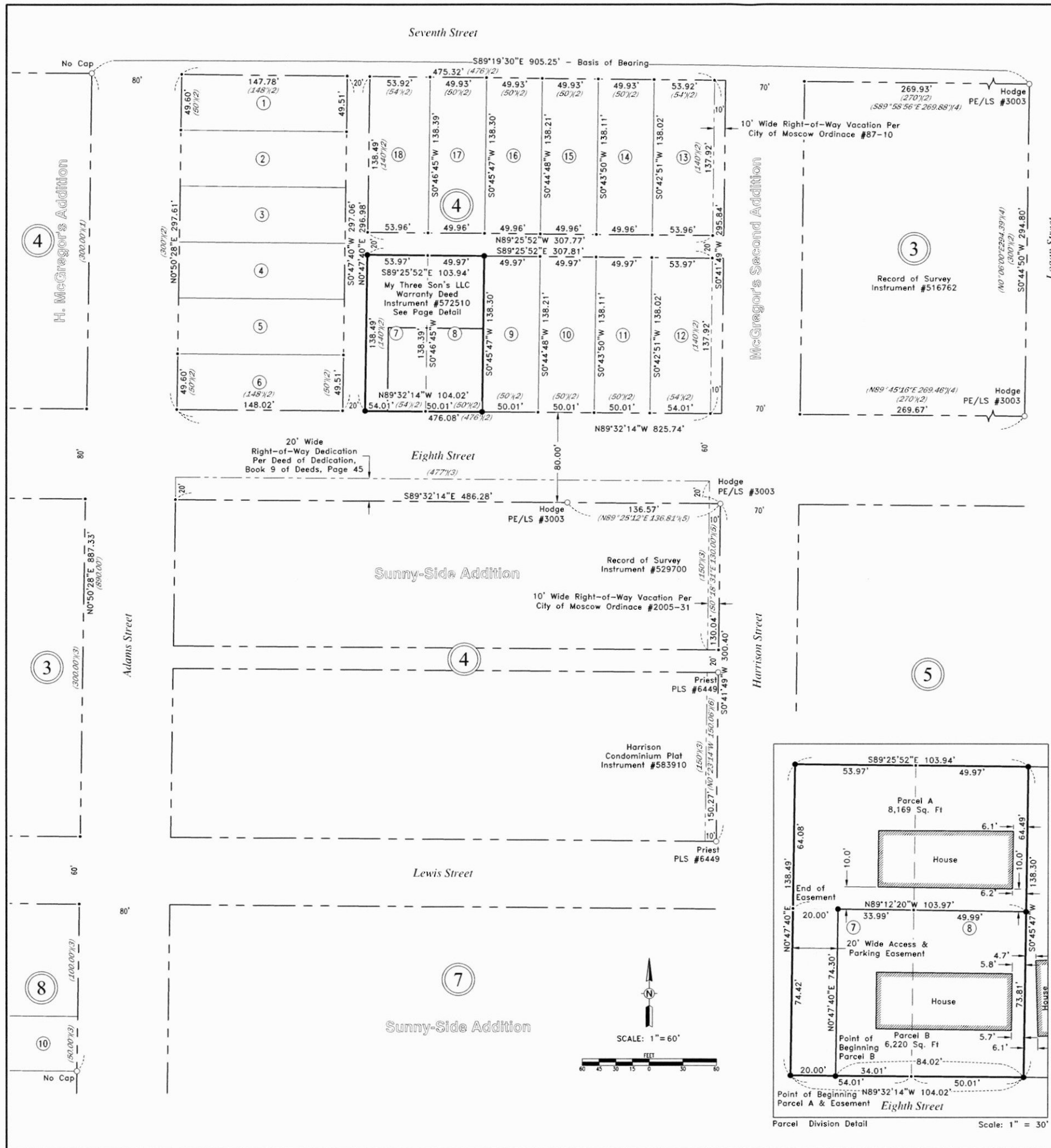
FEE \$ _____ BY _____



Record of Survey for:
Ching-Pi Wang
Latah County, Idaho

Drafted by:	SW
Checked by:	DEP
File Name:	4158 ROS.dwg
Tab:	Layout
Plot Style:	Default.ctb
Project:	4158-04-19
Date:	5/29/19

1 of 1



6-19-2019

**Legal Description by Hodge & Associates
For Ching-Pi Wang – Parcel A**

A legal description for a parcel of land located in the N1/2 of the NW1/4 of Section 17, T39N, R5W, B.M., being a portion of Lots 7 & 8, Block 4 of McGregor's Second Addition to the City of Moscow, Latah County, Idaho and being more particularly described as follows:

Beginning at the southwest corner of Lot 7, Block 4 of McGregor's Second Addition to the City of Moscow;
Thence along the west line of said Lot 7, N0°47'40"E, 138.49 feet to the northwest corner of said Lot 7;
Thence along the north line of said Lot 7, S89°25'52"E, 53.97 feet to the northwest corner of Lot 8, Block 4 of McGregor's Second Addition;
Thence along the north line of said Lot 8, S89°25'52"E, 49.97 feet to the northeast corner of said Lot 8;
Thence along the east line of said Lot 8, S0°45'47"W, 64.49 feet;
Thence leaving said east line, N89°12'20"W, 49.99 feet to the east line of Lot 7 of McGregor's Second Addition;
Thence, N89°12'20"W, 33.99 feet to a point 20.00 feet, measured at a right angle, from the west line of said Lot 7;
Thence parallel to and 20.00 feet from said west line, S0°47'40"W, 74.30 feet to the south line of said Lot 7 and the north right-of-way of Eighth Street;
Thence along said south line and along said north right-of-way, N89°32'14"W, 20.00 feet to the **Point of Beginning**

Parcel contains 8,169 Square Feet, more or less.

Subject To: an easement for access and parking purposes, located in the N1/2 of the NW1/4 of Section 17, T39N, R5W, B.M., being a portion of Lot 7, Block 4 of McGregor's Second Addition to the City of Moscow, Latah County, Idaho, being a 20 foot wide strip of land lying easterly of and parallel with the following described line:

Beginning at the southwest corner of Lot 7, Block 4 of McGregor's Second Addition to the City of Moscow;
Thence along the west line of said Lot 7, N0°47'40"E, 74.42 feet to the **End of This Easement**;



6-19-2019

**Legal Description by Hodge & Associates
For Ching-Pi Wang – Parcel B**

A legal description for a parcel of land located in the N1/2 of the NW1/4 of Section 17, T39N, R5W, B.M., being a portion of Lots 7 & 8, Block 4 of McGregor's Second Addition to the City of Moscow, Latah County, Idaho and being more particularly described as follows:

Commencing at the southwest corner of Lot 7, Block 4 of McGregor's Second Addition to the City of Moscow; Thence along the south line of said Lot 7 and along the north right-of-way of Eighth Street, S89°32'14"E, 20.00 feet to the **Point of Beginning**

Thence leaving said common line, parallel to and 20.00 feet from the west line of said Lot 7, N0°47'40"E, 74.30 feet;

Thence S89°12'20"E, 33.99 feet to the west line of Lot 8, Block 4 of McGregor's Second Addition;

Thence S89°12'20"E, 49.99 feet to the east line of said Lot 8;

Thence along the east line of said Lot 8, S0°45'47"W, 73.81 feet to the southeast corner of said Lot 8 and the north right-of-way of Eighth Street;

Thence along the south line of said Lot 8 and along said north right-of-way N89°32'14"W, 50.01 feet to the southeast corner of Lot 7, Block 4 of McGregor's Second Addition;

Thence continuing along said north right-of-way and along the south line of said Lot 7 N89°32'14"W, 34.01 feet to the **Point of Beginning**

Parcel contains 6,220 Square Feet, more or less.

Together With: an easement for access and parking purposes, located in the N1/2 of the NW1/4 of Section 17, T39N, R5W, B.M., being a portion of Lot 7, Block 4 of McGregor's Second Addition to the City of Moscow, Latah County, Idaho, being a 20 foot wide strip of land lying easterly of and parallel with the following described line:

Beginning at the southwest corner of Lot 7, Block 4 of McGregor's Second Addition to the City of Moscow;

Thence along the west line of said Lot 7, N0°47'40"E, 74.42 feet to the **End of This Easement**;



WARRANTY DEED

For Value Received, Elisabeth A. Zinser Trust, dated January 13, 2014 Elisabeth A. Zinser, Trustee

the Grantors, hereby grant(s), bargain(s), sell(s), convey(s) and warrant(s) unto

My Three Sons, LLC, an Idaho limited liability company

the Grantees, whose current address is: 1011 80th Ave. NE Medine, Wa. 98039

the following described premises, located in Latah County State of Idaho to wit:

Lot 7 and 8, Block 4, McGregor's Second Addition to the City of Moscow, as shown by the recorded plat thereof.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, including all water and water rights, ditch and ditch rights.

SUBJECT to reservations in United States Patent, restrictive covenants, existing and recorded rights-of-way and easements, zoning and building ordinances, and taxes and assessments as prorated between the parties hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees successors, heirs and assigns forever. Said Grantors do hereby covenant to and with said Grantees, that Grantors are owners in fee simple of said premises; that said premises are free from all encumbrances except as hereinabove set forth and that Grantors will warrant and defend the same from all lawful claims whatsoever.

Dated this 1st day of June, 2015.

Elisabeth A. Zinser
Elisabeth A. Zinser Trust
By: Elisabeth A. Zinser, Trustee

STATE OF Oregon)
) ss.
COUNTY OF Jackson)

On this 1st day of June, 2015 before me, the undersigned, a Notary Public, in and for said State, personally appeared Elisabeth A. Zinser as Trustee of the Elisabeth A. Zinser Trust, dated January 13, 2014, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

[Signature]
Notary Public: for Oregon
Residing at: 183 E. Main St, Ashland, OR 97520
My commission expires: Nov. 4, 2018



NO. 572510
AT THE REQUEST OF
LATAH COUNTY TITLE CO.
DATE & HOUR
6.11.15 12:15
HENRIANNE K. WESTBERG
LATAH COUNTY RECORDER
FEE \$ 13.00 BY [Signature]

COMMITTEE STAFF REPORT

DATE: Monday, July 22, 2019



RESPONSIBLE STAFF

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Funding Request from Latah County for McConnell Mansion Reroof Project (ACTION ITEM) – Gary J. Riedner

DESCRIPTION

Latah County and the Latah County Historical Society approached the City Council in July, 2017 with a request to participate in one-half of the cost of the McConnell Mansion re-roof project. The request to the City was \$19,750. In FY2017, the City Council authorized \$10,500 of the request to be paid from the Legislative Non-Prioritized line item, and indicated that the balance of \$9,250 could be brought forward for funding in FY2018 from the same line item. The FY2017 funds were not requested to be expended within that budget year, and no request was made in FY2018, because the project was not pursued at that time.

The project is proceeding this summer, and Latah County and the Latah County Historical Society were operating under the assumption that the funds that were authorized in FY2017 and to be requested in FY2018 were available in FY2019. The accompanying memo and attachments provide the background of the original request and the budgetary implications.

Since the date of the original request, the Fort Russell Historic District was expanded to include the McConnell Mansion.

If the request for City participation in the amount of \$19,750 for the McConnell Mansion re-roof project is authorized by City Council in the current FY2019 budget year, since the amount was not budgeted, it is recommended that the Council direct staff to open the FY2019 budget to include the expenditure from Legislative Non-Prioritized Projects, which will overrun the original line item.

STAFF RECOMMENDATION

If the Public Works/Finance Committee recommends approval of the request for participation in the McConnell Mansion re-roof project, and the City Council approves the request, direct staff to include the amount in the City's open budget process for FY2019.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the request from Latah County and the Latah County Historical Society to participate in the McConnell Mansion re-roof project in the amount of \$19,750 from Legislative Non-Prioritized Projects line item 101-010-10-670-16, and direct staff to include that amount in the FY2019 open budget process, or reject the request or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. McConnell Mansion history

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 07/24/2017**Title:** Request from Latah County for McConnell Mansion Renovations**Responsible Staff:** Jen Pfiffner

Information

DESCRIPTION: The McConnell mansion, located at 110 South Adams Street in Moscow, is on the National Register of Historic Buildings and is located adjacent to the established Fort Russell National Historic District. The Fort Russell District is currently being evaluated for expansion to include the mansion. The facility, which is owned by the Latah County Historical Society, is open to the public 220 days a year and is a popular destination for tourists to Moscow and an interactive learning center for our youth. Last year the mansion was toured by over 2,500 visitors and is a great asset to the citizens of Moscow and Latah County. Regular upkeep and maintenance on the building is provided by the Latah County Historical Society and Latah County. In addition to that maintenance, the McConnell is in need of structural restoration. The needs facing the mansion include replacement of the roof structure, repair of the widow's watch, and roof trim. These repairs should not be delayed, as any delay threatens the structural integrity of the building. The estimate for these critical repairs amounts to \$39,500. Because the McConnell mansion is such an asset for our community, the Latah County Commissioners and the Latah County Historical Society are requesting the City of Moscow to assist in protecting this unique historical asset and tourist destination. Latah County is requesting assistance with one-half of the cost of the roof and roof-related repairs, or \$19,750. City Council Non-Prioritized Projects budget has \$10,500 available if City Council wants to utilize this funding.

STAFF RECOMMENDATION: No recommendation.

ACTION: Consider request from the Latah County Commissioners to assist in restoration of the McConnell mansion in the amount of \$10,500, or provide staff further direction.

Necessary Resources/Impacts

<Type your fiscal/personnel/miscellaneous impacts here or N/A>

Attachments

Latah County ltr re McConnell Mansion 7-19-17



**Latah County
BOARD OF COUNTY COMMISSIONERS**

P.O. Box 8068 ♦ 522 South Adams ♦ Moscow, Idaho 83843
(208) 883-7208 ♦ fax (208) 883-2280 ♦ e-mail bocc@latah.id.us
Thomas C. Lamar ♦ David McGraw ♦ Richard Walser

July 19, 2017

Mayor Bill Lambert
Moscow City Council
206 E. 3rd Street
Moscow, ID 83843

Re: McConnell Mansion

Dear Mayor Lambert & Members of the City Council,

The McConnell mansion, located at 110 South Adams Street in Moscow, is on the National Register of Historic Buildings and is located adjacent to the established Fort Russell National Historic District. The Fort Russell District is currently being evaluated for expansion to include the mansion. This historic home was built in 1886 house by prominent Moscow pioneer and merchant William J. McConnell, who was Latah County's delegate to Idaho's constitutional convention and later served as United States Senator and Idaho's third Governor.

The mansion is integral to the Moscow community and a legacy of one of its most prominent commercial and political pioneers. The facility, which is owned by Latah County, is open to the public 220 days a year and is a popular destination for tourists to Moscow and an interactive learning center for our youth. Last year the mansion was toured by over 2,500 visitors and is a great asset to the citizens of Moscow and Latah County.

Like all buildings, the McConnell mansion requires regular upkeep and maintenance, which is provided by the Latah County Historical Society and Latah County. And like all historic buildings, it is sometimes necessary to renovate and restore elements of the structure. We are at that point with the McConnell.

We are attaching an estimate of costs of renovation and restoration prepared by Associated Architects of Moscow. As you can see, the immediate and secondary needs are critical to preserve the integrity of the building, and the cost is estimated to be in the range of \$75,200 and long-range plans (including replacement of windows) amounts to \$100,400. Obviously the total cost of \$175,600 is beyond the ability of Latah County or the Historical Society to fund in one or two years.

The needs facing the mansion include replacement of the roof structure, repair of the widow's watch and roof trim. These repairs should not be delayed, as any delay threatens the structural integrity of the building. The estimate for these critical repairs amounts to \$39,500.

Attachment: Latah County ltr re McConnell Mansion 7-19-17 (1538 : Request from Latah County for McConnell Mansion Renovations)

Because the McConnell mansion is such an asset for our community, the Latah County Commissioners and the Latah County Historical Society are requesting the City of Moscow to assist us in protecting this unique historical asset and tourist destination. We respectfully request the City to provide one-half of the cost of the roof and roof-related repairs, or \$19,750.

While we understand that the City is under no obligation to assist in this endeavor, we also appreciate the City Council's commitment to Moscow's history, the education of its young people, and commitment to the arts and economic development. The McConnell mansion touches all of these important values of the community of Moscow.

We will be happy to appear before your City Council to further explain our proposal. Thank you for your time and consideration. We look forward to our discussion.

Our best regards,



Thomas C. Lamar
Chair



David McGraw
Commissioner



Richard Walser
Commissioner

encl.

Attachment: Latah County ltr re McConnell Mansion 7-19-17 (1538 : Request from Latah County for McConnell Mansion Renovations)

Associated Architects, LLP

129 West Third Street - P.O. Box 9432

Moscow, ID 83843

Ph: (208) 882-5051

Fax: (208) 882-8543

Email: assocarch@moscow.com

June 19, 2017

McCONNELL MANSION RESTORATION PRELIMINARY REPORT

Foundation: The perimeter of the basalt foundation needs selective patch, repair & replacement of missing stones. \$4,200.00

Front Porch: Remove sidewalk leading to porch & re-sod. Remove added column, inset stairs & handrails. Reframe porch floor joists & new rim joist, trim & skirt. Patch porch floor boards and guard rail to match. Install guardrail on top of porch to match historic photos. \$25,000.00

Siding & Soffits: Remove existing metal siding and soffits. Test for lead paint. Prep and paint siding, soffits, door & window trim and decorative trim. Includes removal & disposal of lead paint. \$38,000.00

Windows: Strip paint, rout sash deep enough for ½" thermopane, re-glaze & repaint or install & paint new thermopane wood windows to match existing historic window. \$42,000.00

Exterior Doors: Test for lead paint and abate as required. Strip paint, re-glaze as required, clean and reinstall hardware and repaint. \$3,000.00

Masonry: Repoint three existing brick chimneys. \$2,400.00

Re-roof: Remove existing asphalt shingles, flashings and underlayment down to wood roof deck. Install new asphalt shingles over new UDL-30 underlayment over prefinished metal drip edge and ice and water shield at perimeter. Shingles shall be premium architectural grade, 9 courses of straight shingles, 4 courses of scalloped shingles, 4 courses of straight shingles. \$23,000.00

Widow's Watch: Re-roof low-slope roof including walk tread. \$7,000.00

Roof Decorative Trim: Install decorative ridge combs and gable-end fleur de les. \$7,500.00
Install guard rail to match historic rail. \$9,500.00

Interior Woodwork: Patch & touch-up interior woodwork. Replace individual non-repairable pieces as required. \$14,000.00

Preliminary Total: \$175,600.00

Attachment: Latah County ltr re McConnell Mansion 7-19-17 (1538 : Request from Latah County for McConnell Mansion Renovations)

3. Request from Latah County for McConnell Mansion Renovations - Jen Pfiffner

The McConnell mansion, located at 110 South Adams Street in Moscow, is on the National Register of Historic Buildings and is located adjacent to the established Fort Russell National Historic District. The Fort Russell District is currently being evaluated for expansion to include the mansion. The facility, which is owned by the Latah County Historical Society, is open to the public 220 days a year and is a popular destination for tourists to Moscow and an interactive learning center for our youth. Last year the mansion was toured by over 2,500 visitors and is a great asset to the citizens of Moscow and Latah County. Regular upkeep and maintenance on the building is provided by the Latah County Historical Society and Latah County. In addition to that maintenance, the McConnell is in need of structural restoration. The needs facing the mansion include replacement of the roof structure, repair of the widow's watch, and roof trim. These repairs should not be delayed, as any delay threatens the structural integrity of the building. The estimate for these critical repairs amounts to \$39,500. Because the McConnell mansion is such an asset for our community, the Latah County Commissioners and the Latah County Historical Society are requesting the City of Moscow to assist in protecting this unique historical asset and tourist destination. Latah County is requesting assistance with one-half of the cost of the roof and roof-related repairs, or \$19,750. City Council Non-Prioritized Projects budget has \$10,500 available if City Council wants to utilize this funding.

ACTION: Consider request from the Latah County Commissioners to assist in restoration of the McConnell mansion in the amount of \$10,500, or provide staff further direction.

Riedner introduced the letter from the County Commissioners and asked Commissions Walser and McGraw to the table. Walser said they identified items that were of immediate concern in regards to McConnell Mansion. The Commissioners felt the most important were the roof structure, widow's watch and trim. This mansion is an asset to the City as much the County and a showcase for Moscow. McGraw said there a number of crown jewels in Moscow and the mansion is one of them. The Commissions would welcome whatever assistance the City is willing to provide. Dulce L. Kersting, Executive Director for the Latah County Historical Society, said Latah County owns the mansion but the historical society manages it. She is hopeful the project can be done as a partnership with several entities so it is not a burden for one. Their ultimate goal is to restore the mansion to its glory. Museums are important for the vitality of Moscow. Steed asked when the work is anticipated to be completed and Walser thought it would be two years from now. As the Commissioners are asking for half the cost which is \$19,750, Steed suggested the remainder of Non-Prioritized Projects (\$10,500) of the FY2017 budget could be used and the balance of \$9,250 could come from FY2018. Riedner said staff can bring authorization for the remainder to Council once the FY2018 budget is approved. The Committee recommended approval of the \$10,500 from FY2017 and that it be placed on the Council regular agenda.

RESULT:	RECOMMENDED TO COUNCIL REGULAR [UNANIMOUS]
AYES:	Jim Boland, Walter Steed, Gina Taruscio

4. Consideration of City of Moscow Mayor and City Council Salary Adjustments - Roderick Hall

Moscow City Code 1-8-1 states that "the salary for elective officers shall be fixed by ordinance. Salary adjustments for such elective officers shall be made every two (2) years from the date of the previous adjustment in accordance and in proportion with adjustments in the Consumer Price Index as published by the United States Department of Labor. Such adjustments must be specifically approved by ordinance at least six (6) months prior to the effective date of such adjustments. Ref. Idaho Code, § 50-203." The proposed Ordinance amends the Mayor and City Council salaries by the CPI adjustment of the past 24 months: January 1, 2015 to December 31 2016. The calendar year 2015 Consumer Price Index (CPI) was 1.3% while the calendar year 2016 CPI was 1.6%. In accordance with Moscow City Code 1-8-1 the salary adjustment would be appropriated during the budget considerations and final adoption and effective salary would begin January 1, 2018.

given a chance and if it doesn't solve the issue, it can be brought back. Bonzo confirmed Rants and Raves is renting spaces in the parking triangle and MacDonald said yes, they are provided 8 or 9 stalls per a 2016 contract as required by the Zoning Code. Roll call vote carried the motion. Steed pointed out one of the Traffic Control Device Applications mentioned illegal parking and asked staff to follow up on the issue.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Art Bettge, Councilmember
SECONDER:	Jim Boland, Council President
AYES:	Boland, Bonzo, Bettge, Steed, Taruscio, Weber

10. Proposed Amendments to Open Container Law - Roderick Hall

Proposed amendment to Moscow City Code open container prohibition to exempt limited certain property on University of Idaho home football game days from enforcement. This was reviewed and recommended for approval by the Administrative Committee on July 24, 2017.

ACTION: Approve the Ordinance amending the open container law under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or consider the Ordinance on first reading and that it be read by title; or reject the Ordinance; or take such other action deemed appropriate.

Hall introduced the item explaining the open container law and special events where Council has made exceptions. Tailgating activities on the University of Idaho campus are influx. If we enforce the open container law during a game day, the City's concern is people will move to a different location and put the rest of the public at risk driving back to the event. The amendment to the code would exempt the area around the Kibbie Dome on game days. The University didn't request this change, but U of I counsel did attend the Committee meeting. Bettge felt this change provides less conflict between practice and law and keeps everyone safe. The boundaries on the map were confirmed. Roll call vote carried the motion.

RESULT:	ADOPTED ON FIRST READING W/SUS [UNANIMOUS]
MOVER:	Kathryn Bonzo, Council Vice President
SECONDER:	Gina Taruscio, Councilmember
AYES:	Boland, Bonzo, Bettge, Steed, Taruscio, Weber

Mayor Lambert read Ordinance 2017-08:

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 10, CHAPTER 1, RELATING TO EXEMPTION TO OPEN CONTAINER PROHIBITION ON CERTAIN EVENT DAYS; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

11. Request from Latah County for McConnell Mansion Renovations - Gary J. Riedner

The McConnell mansion, located at 110 South Adams Street in Moscow, is listed on the National Register of Historic Buildings and is located adjacent to the established Fort Russell National Historic District. The Fort Russell District is currently being evaluated for expansion to include the mansion. The facility, which is owned by the Latah County Historical Society, is open to the public 220 days a year and is a popular destination for tourists to Moscow and an interactive learning center for our youth. Last year the mansion was toured by over 2,500 visitors and is a great asset to the citizens of Moscow and Latah County. Regular upkeep and maintenance on the building is provided by the Latah County Historical Society and Latah County. In addition to that maintenance, the McConnell is in need of structural restoration. The needs facing the mansion include replacement of the roof structure, repair of

the widow's watch, and roof trim. These repairs should not be delayed, as any delay threatens the structural integrity of the building. The estimate for these critical repairs amounts to \$39,500. Because the McConnell mansion is such an asset for our community, the Latah County Commissioners and the Latah County Historical Society are requesting the City of Moscow to assist in protecting this unique historical asset and tourist destination. Latah County is requesting assistance with one-half of the cost of the roof and roof-related repairs, or \$19,750. City Council Non-Prioritized Projects budget has \$10,500 available if City Council wants to utilize this funding. This was reviewed and recommended for approval by the Public Works/Finance Committee on July 24, 2017.

ACTION: Consider request from the Latah County Commissioners to assist in restoration of the McConnell mansion in the amount of \$10,500, or take such other action deemed appropriate.

Riedner introduced the item as written above and the Council had no questions. Roll call vote carried the motion. Steed said the Public Works/Finance Committee was interested in assisting for the full amount and asked staff to bring it back in the new fiscal year to fund the remainder.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Gina Taruscio, Councilmember
SECONDER:	John Weber, Councilmember
AYES:	Boland, Bonzo, Bettge, Steed, Taruscio, Weber

12. Consideration of City of Moscow Mayor and City Council Salary Adjustments - Gary J. Riedner

Moscow City Code 1-8-1 states that "the salary for elective officers shall be fixed by ordinance. Salary adjustments for such elective officers shall be made every two (2) years from the date of the previous adjustment in accordance and in proportion with adjustments in the Consumer Price Index as published by the United States Department of Labor. Such adjustments must be specifically approved by ordinance at least six (6) months prior to the effective date of such adjustments. Ref. Idaho Code, § 50-203." The proposed Ordinance amends the Mayor and City Council salaries by the CPI adjustment of the past 24 months: January 1, 2015 to December 31 2016. The calendar year 2015 Consumer Price Index (CPI) was 1.3% while the calendar year 2016 CPI was 1.6%. In accordance with Moscow City Code 1-8-1 the salary adjustment would be appropriated during the budget considerations and final adoption and effective salary would begin January 1, 2018. This was reviewed and recommended for approval by the Public Works/Finance Committee on July 24, 2017.

ACTION: Approve the attached Ordinance making salary adjustments for Mayor and City Council effective January 1, 2018 under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or consider the Ordinance on first reading and that it be read by title; or reject the Ordinance; or take such other action deemed appropriate.

Riedner introduced the item as written above and passed out a corrected ordinance as the calculation was incorrect. Roll call vote carried the motion.

RESULT:	ADOPTED ON FIRST READING W/SUS [UNANIMOUS]
MOVER:	Art Bettge, Councilmember
SECONDER:	Kathryn Bonzo, Council Vice President
AYES:	Boland, Bonzo, Bettge, Steed, Taruscio, Weber

gardens and the Resolution related to temporary expansion of sidewalk cafes, or provide staff further direction.

Cherry introduced the item as written above. This would be similar to the resolutions in the past, we would like to promote artwalk with a more streamline process. Only businesses with current sidewalk cafes can utilize the Resolution.

The Committee recommended approval and that it be placed on the Council consent agenda.

5. Waiver of McConnell Mansion re-roof permit fees (ACTION ITEM) – Gary J. Riedner

The Latah County Historical Society is replacing the roof on the McConnell Mansion. The LCHS is proceeding with roof replacement this summer and is requesting the Council to waive the building permit fees for the project. The amount of the permit fee is \$675.50.

PROPOSED ACTIONS: Recommend waiver of permit fees in the amount of \$675.50 for McConnell Mansion roof replacement project, or provide staff further direction.

Riedner introduced the item as written above. We have waived fees in the past for other 501C3 entities when there is a benefit to the public.

The Committee recommended approval and that it be placed on the Council consent agenda.

6. Consideration of City of Moscow Mayor and City Council Salary Adjustments (ACTION ITEM) - Gary J. Riedner

Moscow City Code 1-8-1 states that "the salary for elective officers shall be fixed by ordinance. Salary adjustments for such elective officers shall be made every two (2) years from the date of the previous adjustment in accordance and in proportion with adjustments in the Consumer Price Index as published by the United States Department of Labor. Such adjustments must be specifically approved by ordinance at least six (6) months prior to the effective date of such adjustments. Ref. Idaho Code, § 50-203." The proposed Ordinance amends the Mayor and City Council salaries by the CPI adjustment of the past 24 months: January 1, 2017 to December 31 2018. The calendar year 2017 Consumer Price Index (CPI) was 0.12% while the calendar year 2018 CPI was 1.3%. In accordance with Moscow City Code 1-8-1 the salary adjustment would be appropriated during the budget considerations and final adoption and effective salary would begin January 1, 2020.

PROPOSED ACTIONS: Recommend approval of the attached Ordinance making salary adjustments for Mayor and City Council effective January 1, 2020 or provide staff further direction.

Riedner introduced the item as written above.

The Committee recommended approval and that it be placed on the regular Council agenda.

ADJOURN

4:53

8

J. Waiver of McConnell Mansion re-roof permit fees – Gary J. Riedner

The Latah County Historical Society is replacing the roof on the McConnell Mansion. The LCHS is proceeding with roof replacement this summer and is requesting the Council to waive the building permit fees for the project. The amount of the permit fee is \$675.50. This was considered by Administrative Committee on May 13, 2019 and recommended for approval.

ACTIONS: Waive permit fees in the amount of \$675.50 for McConnell Mansion roof replacement project.

Boland moved Bonzo seconded to approve the consent agenda. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REGULAR AGENDA

2. Staff Recognition Report - Gary J. Riedner

Mayor Lambert recognized Gary J. Riedner for the Leadership award with the Moscow Chamber of Commerce. Riedner thanked the Leadership Moscow group for their program.

3. Mayors Appointments (ACTION ITEM)

Lambert requested consideration for commission appointments for Aaron Johnson to the Moscow Arts Commission and Defne Yuksel to the Moscow Human Rights Commission. Boland moved to approve the two appointments for commission, Sullivan seconded approval. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

4. Public Comment and Mayor's Response Period (limit 15 minutes)

Victoria Seever of 121 N. Lilly, Moscow Id. Victoria wants to thank staff for the hours put in for the Bond election for the new police station. The City has been transparent and thorough in presenting the facts. Early conversations about a future bond had a long list of needs but the City limited that and has successfully found grants to cover some of the projects. The public has requested that the new police station be as green as possible and Victoria hopes the City will keep that in mind. She believes the new police station will attract more police officers by giving them a well-functioning police station.

5. Consideration of City of Moscow Mayor and City Council Salary Adjustments (ACTION ITEM) - Gary J. Riedner

Moscow City Code 1-8-1 states that "the salary for elective officers shall be fixed by ordinance. Salary adjustments for such elective officers shall be made every two (2) years from the date of the previous adjustment in accordance and in proportion with adjustments in the Consumer Price Index as published by the United States Department of Labor. Such adjustments must be specifically approved by ordinance at least six (6) months prior to the effective date of such adjustments. Ref. Idaho Code, § 50-203." The proposed Ordinance amends the Mayor and City Council salaries by the CPI adjustment of the past 24 months: January 1, 2017 to December 31 2018. The calendar year 2017 Consumer Price Index (CPI) was 0.12% while the calendar year 2018 CPI was 1.3%. In accordance with Moscow City Code 1-8-1 the salary adjustment would be appropriated during the budget considerations and final adoption and effective salary would begin January 1, 2020. This was considered by the Administrative Committee on May 13, 2019 and recommended for approval.

PROPOSED ACTIONS: Approve the attached Ordinance making salary adjustments for Mayor and City Council effective January 1, 2020 or take such other actions deemed appropriate.

9

COMMITTEE STAFF REPORT

DATE: Monday, July 22, 2019



RESPONSIBLE STAFF

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Ice Rink Hamilton Fund Extension Resolution Approval (ACTION ITEM) - Gary J. Riedner

DESCRIPTION

On June 17, 2019, the City Council considered a request from the Palouse Ice Rink (PIR) for an extension of the City's commitment of \$1 million of Hamilton Funds made pursuant to Resolution 2017-13. The Council approved the request for extension with the same conditions imposed by Resolution 2017-13 and directed staff to draft a Resolution for Council consideration at a later meeting. The attached Resolution is submitted for City Council consideration.

STAFF RECOMMENDATION

Recommend approval of the attached Resolution.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the attached Resolution or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. PalouseIceRinkFacility;FundingByHamiltonFunds,Extension(2019)(pm3)final

RESOLUTION NO. 2019 -

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING THE COMMITMENT OF HAMILTON FUNDS FOR CONTRIBUTION TO PALOUSE ICE RINK FACILITY; LIMITING THE COMMITMENT OF SAID FUNDS; AND OTHER MATTERS RELATED THERETO; PROVIDING THAT THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE, AND APPROVAL.

WHEREAS, City was the recipient of funds from the Estate of Bobby C. Hamilton (hereinafter "Funds") for the purpose of providing recreational opportunities for the City of Moscow's children; and

WHEREAS, on June 19, 2017, the City Council adopted Resolution 2017-13, stating its intent to commit one million dollars (\$1,000,000) of the Funds for the purpose of funding contribution toward the construction of an ice-skating facility by the Palouse Ice Rink Association (PIR) to benefit Moscow's youth; and

WHEREAS, Resolution 2017-13 stated that the commitment of Funds would only be obligated until the expiration of PIR's then-current conditional use permit, June 28, 2019; and

WHEREAS, on May 22, 2019, the Moscow Zoning Board of Adjustment granted an extension of PIR's conditional use permit to May 22, 2022; and

WHEREAS, PIR has requested an extension of City's commitment of one million dollars (\$1,000,000) of the Funds, and has provided updated information regarding the ice-skating facility project; and

WHEREAS, at the June 17, 2019 City Council meeting, the City Council authorized an extension of its commitment of one million dollars (\$1,000,000) of the Funds for the PIR ice-skating facility project until May 22, 2022, subject to the conditions designated in this Resolution; and

WHEREAS, City wishes to formally commit said amount for contribution to PIR for construction of an ice-skating facility upon certain conditions being met; and

WHEREAS, City wishes to only commit said Funds for a limited period of time to insure construction of the facility is guaranteed and begins prior to the expiration of the PIR's current conditional permit.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow as follows:

1. The total sum of one million dollars (\$1,000,000) shall be committed from the City of Moscow's Hamilton Fund by the Moscow Finance Director, for purposes of providing funding contribution for the construction of an ice-skating facility under the management of PIR as presented in PIR's July 16, 2016 Business Plan, and in conformance with the cost estimate of five million forty one thousand five hundred forty five dollars (\$5,041,545) and pro forma as provided by PIR as attachments to said Plan, which are attached as Exhibits No. 1, No. 2, and No. 3 to this Resolution.

2. All Funds committed by City to PIR, for construction of the ice-skating facility, shall be held by City until PIR provides assurances PIR will provide recreational opportunities for Moscow's youth, and guarantee access to Moscow's youth so that no child is unable to use the facility due to inability to pay for said recreational use.
3. That said committed Funds shall not be released and contributed to PIR until PIR can show, to City's satisfaction, that it has raised the necessary amount of funding to fully construct said ice-skating facility to completion, minus City's contribution of one million dollars (\$1,000,000).
4. That upon request by City's Finance Director, PIR shall provide an accounting of all deposits, payments, and guaranteed irrevocable and enforceable pledges of money and/or in-kind services specific to funding of construction of the ice-skating facility within thirty (30) days of said request.
5. City will only obligate the expenditure of Funds until the expiration date of the conditional use permit issued by the Moscow Zoning Board of Adjustment to PIR for the current ice-skating rink, which occurs on May 22, 2022, which is attached as Exhibit No. 4 to this Resolution.
6. The Moscow Finance Director is hereby directed to take all steps necessary to implement the contribution in conformance with all restrictions and conditions set forth herein.
7. That this Resolution shall become effective as of the ____ day of _____, 2019.

PASSED AND APPROVED by the Mayor and City Council of the City of Moscow, Idaho, this ____ day of _____, 2019.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Exhibit No. 1

Palouse Ice Rink

LATAH COUNTY FAIRGROUNDS, MOSCOW, IDAHO



Business Plan

July 2016

Palouse Ice Rink
1021 Harold Street
Moscow, ID 83843
(208) 882-7188
www.palouseicerink.com

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Executive Summary

Over the last 15 years the Palouse Ice Rink has slowly become a robust community jewel. Demand for ice recreation is so great our busy undersized facility cannot keep up. Community support for a new rink runs deep and wide. This plan outlines our vision on how to get it built and how a fiscally viable new rink will benefit the local economy.

This plan represents our ongoing effort to provide a full size ice rink to the residents of the Palouse. Last season we welcomed over 35,000 patrons. Because our small rink is not regulation size, we cannot accommodate numerous events such as hosting hockey tournaments for teenaged players, figure skating competitions, and other spectator events. In addition, the absence of sound-proofing restricts the hours of operation.

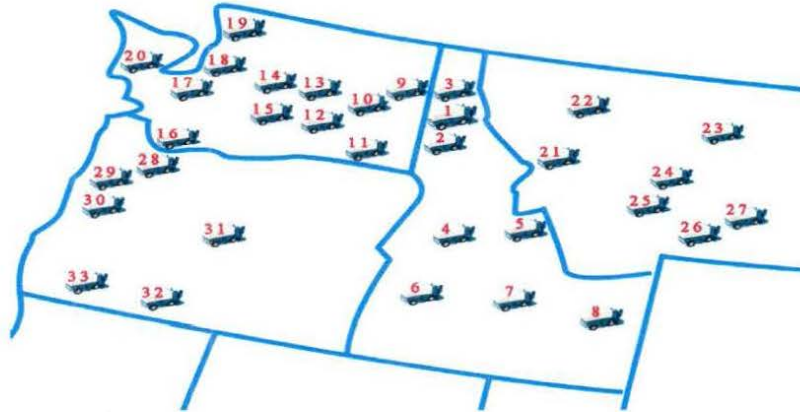
The new facility will be constructed at our present location at the Latah County Fairgrounds. It will include a full size sheet of ice, restrooms, locker rooms, a concession area, an office area, and bleachers for up to approximately 300 spectators. It will be used as an ice arena, but can also be utilized as an exhibition facility during the summer. The new rink will be fully insulated and soundproof, fitting the design of other Fairgrounds structures. The total projected cost is \$3.6 million. In 2012, we signed a 50-year lease with Latah County which endorses a permanent, full size facility.

The new rink would be paid for through a combination of three sources—donations, grants and financing. Our initial efforts for donations focused on our user groups when we launched the 300 Club in 2013 to solicit donations of \$3,000 from individuals and businesses. We have hosted an annual fund raising gala the past three years to not only raise awareness of our project, but generate donations through a live and silent auctions. Our efforts have resulted collecting over \$200,000 in net cash and \$100,000 in pledges. In 2015 we hired Stout Fund Raising Solutions LLC to lead a more focused fund raising effort utilizing its experience and network capabilities to help PIR achieve success. The key piece in this process is identifying a major anchor donor to help create the leverage needed to draw more mid-sized to small donors. We expect to raise over \$2.6 million from individual and business donations. As a 501(c)(3) non-profit organization donations are tax deductible. The remaining \$1 million will be a combination of grants and financing, both of which we feel are attainable amounts.

A detailed analysis of demand for ice time on the Palouse shows significant unmet demand across most programs. Based on projected demand and current pricing, along with data collected from similar rinks and a non-profit ice rink industry association, we project our facility will generate revenues of approximately \$345,000 and surplus revenue of approximately \$30,000 in its first year of operations. Once steady state operating levels are achieved a few years after that the rink is forecasted to bring in \$445,000 in revenues and generate approximately \$70,000 in surplus. This plan also includes summarized results of an economic impact study which details the beneficial local economic impact of a full size rink.

Ice Skating Facilities in the Northwest

A full size ice rink will attract outside money by hosting hockey and curling tournaments as well as figure skating competitions. The map below shows cities with ice rinks. Our location on the Palouse positions us to attract teams from all over the Northwest, including Canada. Over 50 ice rinks operate in the Northwest.



- | | |
|--|---|
| 1) Moscow/Pullman | 18) Seattle – 8 rinks located in surrounding area |
| 2) Lewiston – ¼ sized indoor rink | 19) Bellingham – full sized indoor rink |
| 3) Coeur d'Alene – full sized indoor rink | 20) Bremerton – full sized indoor rink |
| 4) McCall – full sized indoor rink | 21) Missoula – 1 indoor/1 outdoor full sized sheets |
| 5) Salmon – full sized outdoor rink | 22) Whitefish – full sized indoor rink |
| 6) Boise – 2 full sized sheets indoor rink | 23) Great Falls – full sized indoor rink |
| 7) Sun Valley – 1 indoor/1 outdoor full sized sheets | 24) Helena – full sized indoor rink |
| 8) Idaho Falls – full sized indoor rink | 25) Butte – full sized indoor rink |
| 9) Spokane – 2 indoor/1 outdoor full sized sheets | 26) Big Sky – full sized outdoor rink |
| 10) Cheney – full sized indoor rink | 27) Bozeman – 2 full sized indoor & 3 outdoor rinks |
| 11) Walla Walla – full sized indoor rink | 28) Portland – 4 full sized indoor rinks |
| 12) Tri-Cities – 2 full sized indoor rinks in area | 29) Corvallis – full sized indoor rink |
| 13) Moses Lake – full sized outdoor rink | 30) Eugene – full sized indoor rink |
| 14) Wenatchee – 2 full sized sheets in one rink | 31) Bend – full sized indoor rink |
| 15) Yakima – ¼ sized indoor rink | 32) Klamath Falls – full sized outdoor rink |
| 16) Vancouver – full sized indoor rink | 33) Medford – full sized indoor rink |
| 17) Tacoma – full sized indoor rink | |

Demand Analysis

The Palouse represents an ideal market for an ice rink. The population is young, active, well educated, economically prosperous, and growing. Demand for ice time at the current $\frac{3}{4}$ size rink is so strong that our rink manager must regularly turn down rental requests. The rink facilitates recreation, exercise, and family activities during the winter months. Within the Inland Northwest, we have seen significant growth in the popularity of skating as illustrated on the previous page.

Hockey

Hockey is composed of four groups: youth, adult, collegiate, and pick-up hockey. Over 33,000 teams with over 520,000 players are registered with USA Hockey nationwide. Idaho is a part of the fastest growing region in the country for amateur hockey.

Youth Hockey

The Palouse Youth Hockey Association (PYHA) was established in 2001 and began play with 80 boys and girls in five divisions, spanning ages 5 to 18 years old. We have over 160 players across the five divisions. All of our volunteer coaches are certified by USA Hockey. Our teams regularly compete with Coeur d'Alene, Lewiston, McCall, Spokane, the Tri-Cities, Moses Lake, and Missoula. They play between 10 and 24 games a season. Our youth program uses about 65 hours of ice time per month from mid-October to mid-March and wants more. Currently, PYHA hosts three hockey tournaments for the under 12 age divisions. Our small rink will not allow tournaments for older kids. A full-sized rink would allow PYHA to host tournaments for all five team divisions. A second organization was formed in 2014 called the Polar Bears that offers an all-girls hockey program for ages 9 -19. There are over 40 girls in the program.

Table 1

Divisions & Annual Participation In Youth Hockey Program							
Division	2008 - 2009	2009- 2010	2010- 2011	2011-2012	2012- 2013	2013- 2014	2014- 2015
Mites (ages 5-8)	18	23	34	43	51	69	71
Squirts (ages 9-10)	19	21	16	23	27	32	38
PeeWees (ages 11-12)	18	16	19	18	21	31	29
Bantams ages (13-14)	16	18	18	17	15	13	13
Midget (ages 15-18)	16	16	20	15	16	19	19
Total	87	94	107	116	130	164	170

The limited hours of operation hinder player development, team competition, and needed expansion of programs and activities. Because of noise, any hockey at the rink must be completed by 10:00 p.m. At many rinks, adult hockey does not even start until 9:00 p.m. To put all of this in perspective, participants on competing teams typically practice three to five hours each week. The PYHA teams have on-ice practice only 2 hours each week. Tournament play is also limited due to our current $\frac{3}{4}$ sheet of

ice and constrained hours of operation. Further, the junior high and high school aged teams must play all their games at locations with a full-sized sheet of ice. The past three years home games for Moscow have been played at the Eastern Washington University facility in Cheney, WA. The ability to offer some collegiate hockey games on the Palouse will likely drive greater youth participation in the sport.

Adult Hockey

The Adult Hockey League has 18 teams averaging 10 players each. Teams are smaller than typical—four on four instead of the traditional five on five—because the $\frac{3}{4}$ size rink is too small to accommodate full teams. Currently we have three divisions: a recreational division, a competitive division and an elite division. The recreational division is for new players. The competitive division is the largest. All leagues are co-ed (approximately 70% men and 30% women). Adult fees are \$350 for a 20-game season.

Our adult hockey program has room for growth. Missoula, for example, has over 450 adult hockey players. We anticipate that adult hockey will grow by at least two teams per year for the next four years. According to USA Hockey, adult hockey is one of the fastest growing areas of the sport of hockey, and women's hockey is the fastest growing women's sport. .

Collegiate Hockey

Both the University of Idaho and Washington State University have both men's and women's club hockey teams. These teams are recognized and partially subsidized by their respective universities. They play other college club teams. They practice and play later at night and do not compete with the youth for ice time. Because of capacity constraints, the club teams get very little ice time currently, amounting to a couple of hours of ice time a week across all teams.

Other Hockey

We also offer drop-in ice hockey when anybody can come and play, stick and puck sessions to practice skating and stick handling skills, adult hockey clinics, and 'old timers' hockey—an organized group of older players.

Figure Skating

The Palouse Hills Skating Club (PHSC) manages the figure skating programs at the ice rink and is a member of the US Figure Skating Association (USFSA). PHSC predicts significant growth in figure skating programs with a new facility. The new facility will also allow the figure skating club to host shows and competitions—activities which require a full sized rink.

Public skating (and After-School Skating)

A public skating session allows individuals to skate at the rink. Skaters of all ages, from toddlers to great-grandparents, love it—so much so that our sessions are usually packed. With a full size facility we can easily accommodate more skaters and more sessions with minimal additional cost. Unlike our team sports, public skating appeals to a broader cross-section of the community.

Learn to Skate and Learn to Play Hockey Programs

The Learn to Skate and Learn to Play Hockey programs, which target five to 12 year old children, are the foundations of growing youth participation. Casual skaters can be converted into more dedicated customers who return to the facility multiple times a week. About 30 kids new to skating participate in each session.

Curling

Curling was added to the rink's programs eight years ago and the Palouse Curling Club was formed. Last year it hosted our first curling tournament, known as a bonspiel. Due to capacity constraints, the curling program is currently run on Sunday afternoons. With the new rink, the curling program would be moved to another time.

Educational Programs

Science on Ice is our most popular educational program. It is a science and physical education field trip offered to fifth and sixth graders. Schools from Moscow, Pullman, Genesee, Colton, Colfax, and Lapwai participate. The program reaches about 500 area students each year. Children are taught physics with a hands-on approach, for example, by sliding different weighted pucks on the ice to learn Newton's Second Law of Motion. The curriculum meets the Idaho and Washington standards for fifth grade in both science and physical education. Additionally the program introduces children to ice skating. This program is supported wholly by private donations.

In the last few years numerous area schools have rented the rink for daytime skating sessions. Our rink is also popular with the home school programs with two sessions per week for 45 home schooled children. The new rink would see expanded use by area schools.

The University of Idaho also uses the existing facility for skating and hockey classes as part of their physical education course offerings. Ice time is paid for out of student class fees.

Private Rentals

A variety of other groups such as churches, fraternities and sororities, figure skaters, and youth clubs rent the ice to skate. The rink also hosts birthday parties, weddings, and family celebrations.

Summer Uses

The rink is still active in the summer when there is no ice. We offer roller skating, roller hockey, floor hockey, and roller derby. Roller Derby has become popular around the country and on the Palouse. In the summer we also host receptions, dances, seminars, and the annual U of I Arboretum plant sale. Demand is growing for a mid-sized indoor venue.

The new rink can have ice year-round, with the exception of a two-week period concurrent with the Fair when the ice will be removed for facility maintenance. New summer programs will include figure skating, youth and hockey camps, summer hockey leagues, learn to skate workshops, and curling bonspiels.

Aging Infrastructure

Not only is our present facility too small, the canvas covering is reaching the end of its predicted 15-year lifespan. The chilling equipment, which was purchased used 15 years ago, is also near the end of its useful life.

Revenue Analysis & Projections

Our analysis shows that a full size rink will be a fiscally self-sustaining operation. The profit and loss statements for our existing facility were analyzed to project future revenues as well as future expenses, as shown in the tables below.

Table 2

	Actual				2014 / 15 Projected	Pro Forma			
	Jul '10 - Jun '11	Jul '11 - June '12	Jul '12 - Jun '13	Jul '13 - June '14		New Rink Year 1	New Rink Year 2	New Rink Year 3	New Rink Year 4
INCOME									
Hockey Programs									
Adult Hockey	\$ 38,314	\$44,155	\$ 45,025	\$56,312	\$ 61,500	\$ 66,448	\$69,106	\$ 71,870	\$ 74,745
Youth Hockey	30,840	39,530	42,608	50,263	60,000	63,305	69,636	76,599	84,259
College Hockey	3,640	7,800	6,425	4,280	2,700	47,080	56,496	67,795	81,354
Other Hockey	11,739	11,014	11,467	10,121	9,200	12,145	12,752	13,390	14,060
Hockey Tournaments	8,710	4,500	8,000	4,495	4,500	8,990	9,889	10,878	11,966
Total Hockey	93,243	106,999	113,525	125,471	137,900	197,968	217,879	240,533	266,384
Other Programs									
Public Skating	34,869	34,308	32,845	41,167	42,400	49,400	51,870	54,464	57,187
Private Rentals	8,001	11,065	11,659	22,912	20,200	25,203	26,463	27,787	29,176
Curling	9,318	5,490	7,523	6,305	6,500	7,566	7,944	8,342	8,759
Figure Skating	1,258	5,725	5,014	4,081	4,200	4,693	4,928	5,174	5,433
Educational Rental	6,307	7,194	5,036	5,050	4,200	5,808	6,098	6,403	6,723
Learn to Skate	4,244	-	7,250	3,640	3,500	6,534	6,861	7,204	7,564
Summer Programs	1,709	3,321	2,221	604	1,300	1,695	1,780	1,869	1,962
Total Other Programs	65,706	67,103	71,548	83,759	82,300	100,899	105,944	111,241	116,803
Other Income Sources									
Skate Rentals	9,066	8,909	9,398	13,970	15,100	15,367	15,982	16,621	17,286
Advertising Income	4,776	2,169	500	1,073	5,000	6,438	7,726	9,271	11,125
Concessions	1,968	2,107	1,804	3,739	4,000	14,956	17,947	21,537	25,844
Skate Sharpening	3,323	3,556	2,088	1,619	1,800	1,943	2,021	2,101	2,185
Miscellaneous	622	117	320	5,524	2,000	6,905	6,974	7,044	7,114
Total Other Sources	19,756	16,858	14,110	25,925	27,900	45,609	50,649	56,573	63,554
TOTAL INCOME	\$178,704	\$190,960	\$199,183	\$235,155	\$248,100	\$344,476	\$374,472	\$408,348	\$446,741

Hockey programs are the key drivers of rink revenue. Hockey programs accounted for over 53% of revenue last season. This is expected to increase with the new rink. High school hockey will host and charge admission for tournaments and games.

Our second largest revenue source is public skating. Last season we generated 18% of our revenue from public skating sessions. Other revenue drivers are private ice and skate rental. Concessions will significantly grow with the new rink. With expanded space to offer concessions, an increase in hockey and figure skating events, we project at least a four-fold increase in concessions revenue.

The new rink will generate 46% more revenue in its first year. By the fourth year the new rink will generate nearly double the revenue. We are confident in this forecast. There is significant unsatisfied demand across all programs. First, a full sized rink can accommodate more skaters on the ice at any given time. Second, a permanent soundproof building would allow extended hours of operation. Third, a permanent, well-insulated building would allow a significantly longer ice season.

Operating Expense Analysis & Projections

Projected expenses are shown in the table below.

The two most significant costs associated with operating the rink are personnel and utility costs. Utility expenses will increase with the longer operating season. This is true across most rinks. Maintenance and repairs are the next most significant cost for the rink, which is also consistent with the experiences of other rinks. This cost category has grown significantly over the last few years, driven by the age of our facility and equipment. Once a new chiller is installed our maintenance costs will decrease. Our 50-year lease with Latah County calls for payment of the greater of \$13,000 or 4% of gross revenues. Other significant costs include sales tax, insurance, advertising, and facility supplies.

Table 3

	Actual				2014 / 15 Projected	Pro Forma			
	Jul '10 - Jun '11	Jul '11 - June '12	Jul '12 - Jun '13	Jul '13 - June '14		New Rink Year 1	New Rink Year 2	New Rink Year 3	New Rink Year 4
TOTAL INCOME	\$178,704	\$190,960	\$199,183	\$235,155	\$248,100	\$344,476	\$374,472	\$408,348	\$446,741
Expenses									
Payroll	66,458	64,290	62,032	137,685	120,000	134,346	138,180	150,680	164,848
Utilities	21,666	20,465	26,250	26,068	26,550	45,000	47,250	49,613	52,093
Maintenance/Repairs	8,313	12,822	22,259	32,138	11,150	22,406	23,303	24,235	25,204
Sales Tax	8,821	10,568	10,347	12,182	12,500	17,913	19,473	19,667	19,864
Insurance	8,105	12,640	14,570	9,776	9,900	15,501	15,966	16,445	16,939
Advertising	7,939	9,564	13,852	6,456	7,000	15,501	16,851	17,020	17,190
Lease	5,000	5,000	5,000	5,000	5,000	13,779	14,979	16,334	17,870
Referee Fees	5,361	5,148	10,385	10,932	11,000	11,496	11,955	12,434	12,931
Facility Supplies	5,335	4,375	7,695	10,850	8,400	11,712	12,732	13,884	15,189
Office Expense	1,068	5,519	4,015	8,775	8,450	7,923	8,613	9,392	10,275
Concessions Costs	1,013	913	1,064	675	850	5,698	6,838	8,205	9,847
Credit Card Fees	316	2,504	6,413	4,574	3,300	5,856	5,915	5,974	6,034
Programming Supplies	1,721	1,397	2,198	2,792	5,850	3,445	3,745	4,083	4,467
Restroom Rental	1,565	2,147	2,234	1,681	1,700	0	0	0	0
Other Expenses	2,270	2,756	2,527	575	2,500	3,789	3,827	3,865	3,904
TOTAL EXPENSES	\$144,950	\$160,108	\$190,841	\$270,159	\$234,150	\$314,366	\$329,627	\$351,831	\$376,654

Overall Financial Performance - Net Income Analysis

Historically the rink has generated positive cash flows from operations, albeit at modest levels as it operates as a not-for-profit entity. Pricing for our programs are most favorable to our youth programs, and adult programs pay higher rates that are still comparable to other ice rink facilities in the region. We plan to continue tightly manage our operating expenses in the future to continue focusing on our mission of servicing the recreational needs of our community.

In the spring of 2015 we discovered our former bookkeeper had systematically embezzled a significant sum of money from our organization. The manager responsible for hiring and giving the bookkeeper access to our cash had already been relieved of his duties, but the damage had been done. It was a difficult moment for our organization. We contacted local law enforcement and cooperated fully with the investigation knowing we would receive negative publicity in the process. Members in the community shared in our disappointment, but we also received a lot of positive support that helped allow us to move forward as an organization. Subsequently we now have instituted more controls within our organization to prevent problems in the future. Our Treasurer, Brenda Boyko (owner of Moscow Mountain Physical Therapy) works closely with our current bookkeeper to make sure all our spending is properly processed.

Facility Design and Cost

The Palouse Ice Rink Board formed a Construction Committee in 2014 to develop a concept plan and cost estimates. We hired architect Corey Trapp from Hayden Lake who designed the Frontier Ice Arena in Coeur d'Alene. We used earlier ideas obtained from a visioning workshop in 2012 led by architect Liza Morris and the Board. Using those concepts for a new facility as our base, we refined our current and projected needs.

The final concept uses most of the existing concrete slab for the new facility but with new cooling pipes and concrete for the ice surface. The existing canvas and frame will be removed. The new facility will be mostly to the north of the existing structure. The metal-sided building is designed to blend in with the other buildings at the Fairground. The major design components include:

- **Steel Building:** 30,000 sq. ft. building, 140 ft. by 215 ft., building height 35 ft., eave 29 ft.
- **Ice sheet:** Regulation size ice sheet 200 ft. by 85 ft.
- **Locker rooms:** 6 locker rooms with restrooms/shower, 1 referee locker room
- **Seating:** 270 seats
- **Entry/Lobby:** Airlocked southwest entry vestibule
- **Concessions:** Combine skate rental and concessions area to maximize staffing options
- **Restrooms:** Men, women and family/handicap restrooms
- **HVAC:** Heating/cooling and dehumidifier
- **Concrete floor:** Longer seasonal ice also with dry floor facility for summer (county fair, roller derby, agricultural shows)
- **Paved parking:** Parking for 200+ cars and landscaping (as required by zoning)
- **Replace chiller:** Upgrade to high efficiency chiller
- **Other:** Incorporate 'green' elements where aligns with budget & schedule
- **Budget:** \$3,600,000

Financing The New Rink

Fundraising

In September 2013 we launched the highly successful “300 Club.” The purpose of this initial fundraising initiative is to demonstrate community support for the new facility, particularly from our users. The goal is to raise \$300,000 through pledges of \$3,000 from 100 individuals and businesses. To date there are 65 members, some of whom are of modest means, paying their pledges in installments.

The inaugural Gala in February 2014 was a huge success. A sold-out crowd of over 420 packed the convention center at the University Inn Best Western. Live and silent auctions raised \$24,000, miscellaneous donations of over \$14,000 were collected, and 25 new 300 Club members pledged \$75,000, with \$11,000 collected that night.

The Rink Fest in September 2014 brought the ice rink community together for the unveiling of the concept plans and to kick off the season. The event generated a lot of enthusiasm for the rink expansion and we plan to make it an annual event.

As mentioned previously, the rink was originally built through donations and personal loans. All loans have been paid off and the Rink is debt free and operating in the black.

A fundraising task force has been formed which is comprised of several experienced fundraisers. A typical fundraising campaign receives over 50% of the money it raises from 10% or fewer of the total number of donors. Our goal is to raise an additional \$2.6 million in donations. Our fundraising strategy as shown in the table below sets goals at various levels in order to achieve our goal.

Table 4

Ice Rink Fundraising Goal = \$2.6 million			
Quantity	Gift Amount	Total	% of Total
1	\$1,000,000	\$1,000,000	38%
2	\$250,000	\$500,000	19%
4	\$100,000	\$400,000	15%
5	\$50,000	\$250,000	10%
5	\$20,000	\$100,000	4%
10	\$10,000	\$100,000	4%
25	\$5,000	\$125,000	5%
30	\$2,500	\$75,000	3%
50	\$1,000	\$50,000	2%

Our capital campaign is underway. We have identified key community members who may be willing to make large donations. Securing these large donations will generate enthusiasm from others, helping to induce more community support. Part of the value of this approach is that with every donation, other potential donors realize the feasibility of the end goal, making them more likely to contribute.

Many donors will want recognition in exchange for their contribution. We plan to provide them with a variety of naming and recognition opportunities, commensurate with their level of giving. The following is a list of naming opportunities identified within the facility:

- The facility;
- Full-size, NHL regulation sheet of ice;
- Six locker rooms;
- Two player benches, penalty boxes, and score table;
- Individual bleacher seats.

A large display will recognize donors. A separate plaque for the 300 Club is now displayed at the rink. Additional plaques will be used to recognize all those who make contributions of materials or labor to help build the facility. Certain potential recognition opportunities, specifically in-ice logos, the boards around the ice, the scoreboard, and the Zamboni, are being reserved for year-to-year advertising revenue.

Grants

Grants represent a common approach to raising money to build community recreational assets. For example the Latah Trail was funded with over \$1 million in grant money. Ice rinks have also benefited from grant money. One of the rinks that we contacted disclosed that over 30% of the money needed came from grants.

We have identified over 50 possible granting organizations, and have narrowed our focus to those that hold the most promise. These granting organizations are listed below, categorized as either high or medium priority. The Murdock Foundation—which is at the top of our list—has provided over \$500,000 to three different communities to help build ice rinks, the most recent being the Coeur d’Alene rink.

HIGH PRIORITY

Granting Agencies	Target amount	Emphasis
Murdock	\$250,000	Projects not funded by taxes
Kresge Foundation	250,000	Bricks/mortar for capital projects
Paul Allen	150,000	Community dev./youth engagement
Charlotte Martin Family Trust	50,000	Youth athletics/education
NHL Assist	70,000	Youth hockey

MEDIUM PRIORITY

Granting Agencies	Emphasis
Avista Foundation	Education, economic/cultural vitality
Boeing	Civic, education, others
Fred Meyer Foundation	Education, women, good neighbor
Kroger Company Foundation	Youth, education, women, civic
Microsoft	Provide software/recycled computers to non-profits
Moyer Foundation	Youth, community development, child welfare
Stuart Foundation	Youth/community, before/after school programs
US Bankcorp	Education, human services, economic opportunity.
Idaho State Parks and Recreation	Ice rinks qualify
Kraft Foods	Ice rinks

Loans

If necessary, additional financing for construction could be obtained through commercial loans. As Table 3 demonstrates, the new rink will generate some surplus which could be used to pay the debt. The chart below sets forth the amount of indebtedness that could be serviced at varying interest rates.

Table 5

Annual Payments on a 20-year Loan				
Principle	Interest Rates			
	5%	6%	7%	8%
\$400,000	\$31,678	\$34,389	\$37,214	\$40,149
\$500,000	\$39,597	\$42,986	\$46,518	\$50,186
\$600,000	\$47,517	\$51,583	\$55,822	\$60,224
\$700,000	\$55,436	\$60,180	\$65,125	\$70,261
\$800,000	\$63,356	\$68,777	\$74,429	\$80,298
\$900,000	\$71,275	\$77,375	\$83,732	\$90,336
\$1,000,000	\$79,195	\$85,972	\$93,036	\$100,373

Economic Impact

Steve Peterson, a research economist at the University of Idaho, conducted a detailed economic impact study for us in 2005 and updated it in 2012. The economic impacts were estimated using an IMPLAN input-output model of Latah County. The impacts are generated from all of the activities of the ice rink and those from its proposed expansion. Impacts are apportioned into two levels. The first level is the **direct impact** on the Quad-County region – the jobs, value-added, and sales that are directly created by the ice rink. The second is the **indirect impact**—the impact on other businesses that provide goods or services—which are also known as the “ripple” or multiplier effects of the ice rink-related expenditures.

Out of town visitors to the rink are an important source of revenue to the community because they often stay overnight, purchase multiple meals, and go shopping. For example, local hockey players will travel to—and spend their money—wherever there is ice, such as McCall, Tri-Cities, and Wenatchee. A new rink would help to keep these sales revenues in the community. Overall it is estimated that 80% of all rink revenues would leave the community in the absence of the rink.

Table 6

Economic Impacts of the Ice Rink in Constant 2012 Dollars			
Includes the direct, indirect, and induced impacts			
	Current Rink		New Rink
	2005 Study	2012 Study	Long-Term
Sales	\$419,707	\$473,056	\$712,236
Gross Regional Product	\$238,188	\$245,319	\$369,045
Payroll	\$160,458	\$169,123	\$179,659
Employees	7	10	15
Taxes (IBT)	\$17,571	\$30,130	\$45,343

Table 6 illustrates the economic impact of the current rink in 2012. It creates: \$473,056 sales in the community; \$245,319 in gross regional product; \$169,123 in payroll and earnings; 10 new jobs in the region; and \$30,130 in indirect business taxes. These figures include the direct and indirect effects. The estimated economic impacts of the new rink are: \$712,236 in sales transactions; \$369,045 in gross regional product; \$179,659 in payroll; 15 community jobs; and \$45,343 in indirect business taxes.

Sales represent the total of all transactions arising from the ice rink and multiplier effects. Gross regional product is the local equivalent of GDP and nets out any double counting that occur in sales estimates. Payroll and earnings represents all wage, salary, and sole proprietor earnings created from the rink. Indirect business taxes include mostly sales and property taxes generated from the ice rink. All of these economic measures include the multiplier effects.

Sources of Direct Spending

Direct spending includes: the estimated 2012 rink revenues of \$196,000; player and visitor expenditures of \$124,435; and \$71,084 for the attraction and retention of University of Idaho non-resident students. In total, the direct local expenditures associated with the current rink for 2012 is \$391,519. The estimated player and visitor spending were derived from a template developed in the 2005 study involving interviews with hockey players and ice rink employees. For the new ice rink, the estimated annual budget is \$296,000. Hockey player and visitor spending is estimated at \$186,652 of basic spending, university retention of \$106,626, for a total of \$589,278.

Conclusion

A new full-sized rink will provide welcomed winter recreation. Our current 15-year-old rink is operating at full capacity and we need room to grow. The new rink will operate in the black. Our debt has been completely retired and our projections show that the new facility will be self-sustaining. A full-sized rink will be a community asset that will boost the local economy.

Acknowledgements

The Palouse Ice Rink gratefully acknowledges three individuals who utilized their expertise in economics to help write this business plan: Chuck Lanham, John Lawrence, and Steve Peterson.

Appendix 1: Palouse Economy



Palouse Ice Rink

LATAH COUNTY FAIRGROUNDS, MOSCOW, IDAHO

Appendix 1: Palouse Economy

The Palouse, a rich agricultural land of rolling hills and scattered farms, is located in the north Idaho panhandle and southeastern Washington corner, defined to the south by the Lewiston breaks and the Snake River and to the north by Latah and Whitman County lines. Moscow and Pullman are the main hub cities of the area, surrounded by 25 smaller towns and cities. Eight miles separate Moscow and Pullman, straddling the state border between Washington and Idaho. The region is bordered on the north by Spokane County in Washington and Benewah County in Idaho, and to the south by Asotin County in Washington and Nez Perce County in Idaho. The area is accessed by two major north-south arterial highways, US Highway 95 through Moscow to Coeur d'Alene, 88 miles north and US Highway 195 through Pullman to Spokane, 80 miles north. Moscow and Pullman are located approximately 28 miles north of the Lewiston, Idaho and Clarkston, Washington area. The Palouse is located approximately 300 miles east of Seattle, Washington, 360 miles northeast of Portland, Oregon, and 300 miles northwest of Boise, Idaho and 100 miles south of Spokane, Washington.

The two major population centers of the Palouse, Moscow, Idaho and Pullman, Washington, are most commonly known for being the home of two land grant universities: the University of Idaho and Washington State University. The economic base of the region is entrenched in the existence of these two major universities—a geographic occurrence that does not exist elsewhere in the United States. This has significant impact on private industry's relationship with higher education research, development and technology within the Palouse. Also, many unique opportunities are generated in the region by the geographic proximity of these two universities. Between them, the two universities are home to more than 37,000 students.

According to local economic development authorities, the Palouse and surrounding areas are steadily growing. The population in our region is roughly split evenly between Latah and Nez Perce Counties in Idaho and Whitman and Asotin Counties in Washington. A breakdown of population of the major communities and counties that make up the region is provided below (2010 census numbers).

City	County
• Moscow..... 23,800	• Latah..... 37,334
• Pullman..... 29,799	• Whitman..... 44,776
• Lewiston..... 31,894	• Nez Perce..... 39,339
• Clarkston..... 7,229	• Asotin 21,688

Our two local universities are the region's largest employers. While they are both subject to the periodic swings in their budgets due to state appropriations, both schools are extremely stable in the long term and provide above average wages and benefits to their employees. In addition, Schweitzer Engineering, the third largest employer on the Palouse, has recently announced permanent work force expansions and new firm openings. It now employs over 2,000 individuals.

Our two states' economies should continue to do well into the future. Both states have a solid utility, communications, education and transportation infrastructure. Additionally, both states offer several recreational opportunities, a young and educated labor force, good universities, healthy lifestyles, and a strong work ethic that should continue to favorably influence business location and expansion decisions.

Appendix 2: Architectural Drawings



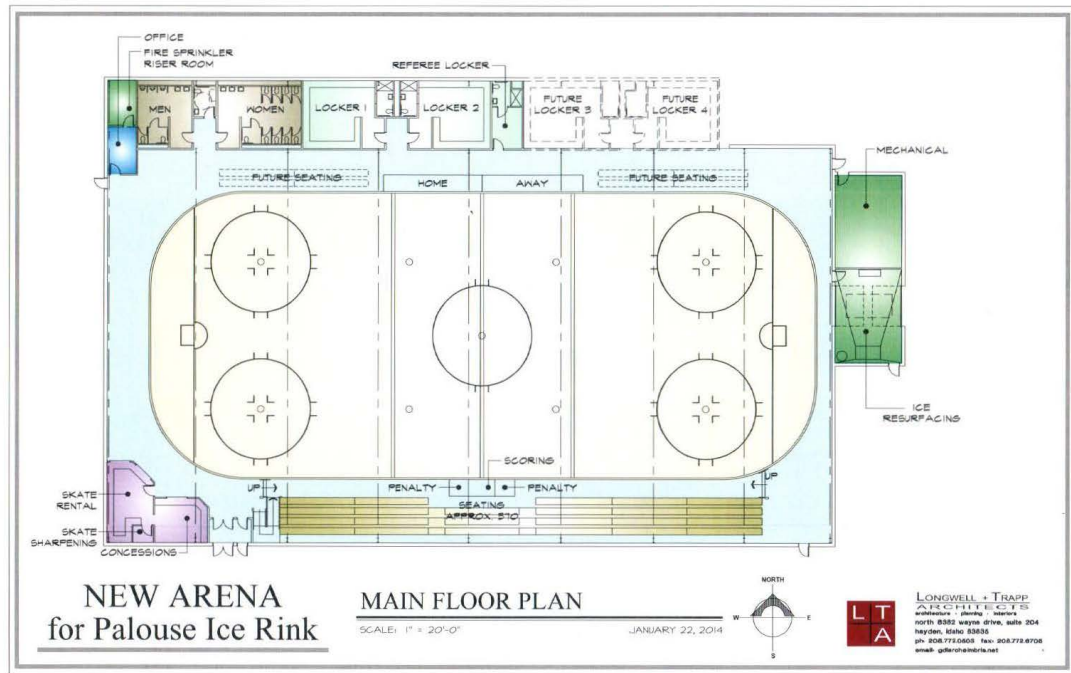
Palouse Ice Rink

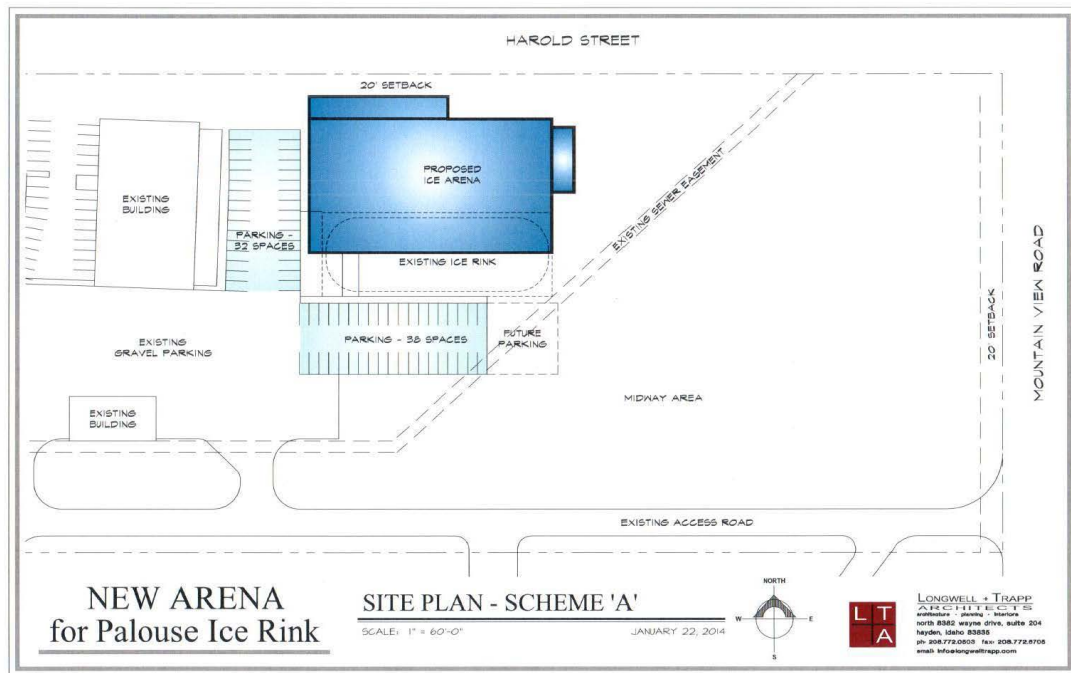
LATAH COUNTY FAIRGROUNDS, MOSCOW, IDAHO











Appendix 3: Estimate of Project Cost



Palouse Ice Rink

LATAH COUNTY FAIRGROUNDS, MOSCOW, IDAHO

ESTIMATE OF PROBABLE COST
PALOUSE ICE RINK
January 27, 2016

prepared by:
Longwell+Trapp Architects
8382 N. Wayne Dr, Suite 204
Hayden, ID 83835

Total Building Area 30,000 s.f.

SECTION	Quantity	Units	Cost/SF	Estimated Costs
02 DEMOLITION			\$1.35 /S.F.	\$40,500
03 CONCRETE			\$8.15 /S.F.	\$244,600
04 MASONRY			\$0.00 /S.F.	\$0
05 METALS			\$28.67 /S.F.	\$860,000
06 WOOD AND PLASTICS			\$0.66 /S.F.	\$19,900
07 THERMAL AND MOISTURE PROTECTION			\$0.83 /S.F.	\$25,000
08 DOORS AND WINDOWS			\$1.46 /S.F.	\$43,900
09 FINISHES			\$1.97 /S.F.	\$59,200
10 SPECIALTIES			\$0.52 /S.F.	\$15,650
11 EQUIPMENT			\$0.00 /S.F.	\$0
12 FURNISHINGS			\$1.00 /S.F.	\$30,000
14 CONVEYING SYSTEMS			\$0.00 /S.F.	\$0
21 FIRE SUPPRESSION			\$1.65 /S.F.	\$49,500
22 PLUMBING			\$3.00 /S.F.	\$90,000
23 HVAC			\$9.50 /S.F.	\$285,000
26 ELECTRICAL			\$13.00 /S.F.	\$390,000
31 EARTHWORK			\$3.01 /S.F.	\$90,250
32 EXTERIOR IMPROVEMENTS			\$2.50 /S.F.	\$75,000
SUB-TOTAL			\$77.28 /S.F.	\$2,318,500
CONSTRUCTION CONTINGENCY	5.00%		\$3.86 /S.F.	\$115,925
CONTRACTOR GENERAL CONDITIONS	6.00%		\$4.64 /S.F.	\$139,110
CONTRACTOR BOND & INSURANCES	1.00%		\$0.77 /S.F.	\$23,185
CONTRACTOR OVERHEAD & PROFIT	5.00%		\$3.86 /S.F.	\$115,925
SUB-TOTAL			\$90.42 /S.F.	\$2,712,645
TOTAL (Construction)			\$90.42 /S.F.	\$2,712,645
Architectural & Engineering Fees				\$176,322
Reimbursables (estimated)				\$7,000
Special Inspection (estimated)				\$15,000
Soils Tests				\$4,000
Building Permit Fees - City of Moscow				\$12,000
Plan Check Fee - City of Moscow				\$8,000
Sewer Cap Fees				\$25,000
Water Cap Fees (Water Service and Fire Line)				\$50,000
SUB-TOTAL SOFT COSTS				\$297,322
TOTAL ESTIMATED CONSTRUCTION COSTS				\$3,009,967
Rubber floor mat	10,000	SF	\$5.00	\$50,000
Relocate sewer line				\$0
Scoreboard	1	EA	\$0.00	\$0
Dasher Boards	1	EA	\$0.00	\$0
Ice Making Equipment	1	EA	\$550,000.00	\$550,000
TOTAL PROJECT COSTS			\$120.33	\$3,609,967

**ESTIMATE OF PROBABLE COST
PALOUSE ICE RINK
January 27, 2016**

prepared by:
Longwell+Trapp Architects
8382 N. Wayne Dr, Suite 204
Hayden, ID 83835

COST BREAKDOWN

02 DEMOLITION

	Quantity	Units	Cost/Unit	Cost
Demolition of Existing Building	13,000	SF	\$2.50	\$32,500
Miscellaneous demo	1		\$8,000.00	\$8,000
SUBTOTAL			\$1.35	\$40,500

03 CONCRETE

	Quantity	Units	Cost/Unit	Cost
New site sidewalks	1,200	SF	\$6.00	\$7,200
Footings and Foundations	200	CY	\$260.00	\$52,000
Elevated slab	0	SF	\$4.50	\$0
Slab on grade	30,000	SF	\$6.00	\$180,000
New parking lot curbs	600	LF	\$9.00	\$5,400
SUBTOTAL			\$8.15	\$244,600

04 MASONRY

	Quantity	Units	Cost/Unit	Cost
New masonry walls at locker rooms	0	SF	\$22.00	\$0
SUBTOTAL			\$0.00	\$0

05 METALS

	Quantity	Units	Cost/Unit	Cost
Miscellaneous steel	1		\$5,000.00	\$5,000
Metal floor deck	0	SF	\$4.00	\$0
Metal Building package	30,000	SF	\$28.00	\$840,000
Metal stud wall framing	5,000	SF	\$3.00	\$15,000
Steel Stairs	0	SF	\$15.00	\$0
Metal railings	0	LF	\$25.00	\$0
SUBTOTAL			\$28.67	\$860,000

06 WOOD AND PLASTICS

	Quantity	Units	Cost/Unit	Cost
Trim - interior	500	LF	\$5.00	\$2,500
Carpentry - miscellaneous	1		\$5,000.00	\$5,000
Benches in locker rooms	120	LF	\$20.00	\$2,400
Cabinets	50	LF	\$200.00	\$10,000
SUBTOTAL			\$0.66	\$19,900

07 THERMAL & MOISTURE PROTECT.

	Quantity	Units	Cost/Unit	Cost
Joint sealants	1		\$3,000.00	\$3,000
Under Slab Insulation	13,000	SF	\$1.50	\$19,500
Snow Stops	0	LF	\$10.00	\$0
Metal flashings	1		\$2,500.00	\$2,500
SUBTOTAL			\$0.83	\$25,000

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08 DOORS AND WINDOWS				
Windows	Quantity	Units	Cost/Unit	Cost
	100	SF	\$55.00	\$5,500
Exterior doors and frames	7	EA	\$1,200.00	\$8,400
Interior doors, frames & hardware	16	EA	\$1,000.00	\$16,000
Overhead Coiling Door	2	EA	\$7,000.00	\$14,000
SUBTOTAL			\$1.46	\$43,900
09 FINISHES				
GWB	Quantity	Units	Cost/Unit	Cost
	10,200	SF	\$3.50	\$35,700
FRP on walls	1,600	SF	\$4.00	\$6,400
Acoustical tile ceiling	0	SF	\$4.00	\$0
Resilient base	1,000	LF	\$2.00	\$2,000
Paint, exterior	500	SF	\$1.50	\$750
Paint, interior	15,000	SF	\$0.75	\$11,250
Paint Doors	7	EA	\$100.00	\$700
Paint door frames	24	EA	\$100.00	\$2,400
SUBTOTAL			\$1.97	\$59,200
10 SPECIALTIES				
Signage	Quantity	Units	Cost/Unit	Cost
	1		\$750.00	\$750
Toilet compartments	11	EA	\$1,000.00	\$11,000
Wall and corner guards	6	EA	\$100.00	\$600
Fire Extinguishers	6	EA	\$250.00	\$1,500
Toilet & bath accessories (grab bars)	12	EA	\$150.00	\$1,800
SUBTOTAL			\$0.52	\$15,650
11 EQUIPMENT				
Appliances	Quantity	Units	Cost/Unit	Cost
			\$0.00	\$0.00
SUBTOTAL			\$0.00	\$0
12 FURNISHINGS				
Bleachers	Quantity	Units	Cost/Unit	Cost
			\$30,000.00	\$ 30,000.00
SUBTOTAL			\$1.00	\$30,000
14 CONVEYING SYSTEMS				
	Quantity	Units	Cost/Unit	Cost
	0	EA	\$0.00	\$0
SUBTOTAL			\$0.00	\$0
21 FIRE SUPPRESSION				
Wet Pipe System	Quantity	Units	Cost/Unit	Cost
	30,000	SF	\$1.25	\$37,500
Fire line/FDC	150	LF	\$80.00	\$12,000
SUBTOTAL			\$1.65	\$49,500

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22 PLUMBING	Quantity	Units	Cost/Unit	Cost
New fixtures and piping	30,000	SF	\$3.00	\$90,000
	SUBTOTAL		\$3.00	\$90,000
23 HVAC	Quantity	Units	Cost/Unit	Cost
Equipment and install	30,000	SF	\$9.50	\$285,000
	SUBTOTAL		\$9.50	\$285,000
26 ELECTRICAL	Quantity	Units	Cost/Unit	Cost
Lighting, power, install	30,000		\$13.00	\$390,000
	SUBTOTAL		\$13.00	\$390,000
31 EARTHWORK	Quantity	Units	Cost/Unit	Cost
Excavate for new sidewalks	1,500	SF	\$1.00	\$1,500
Site excavation/import fill	35,000	SF	\$2.00	\$70,000
Site work for new parking areas	15,000	SF	\$1.25	\$18,750
	SUBTOTAL		\$3.01	\$90,250
32 EXTERIOR IMPROVEMENTS	Quantity	Units	Cost/Unit	Cost
New Asphalt	20,000	SF	\$2.25	\$45,000
Landscape Allowance	1	EA	\$30,000.00	\$30,000
	SUBTOTAL		\$2.50	\$75,000

Appendix 4: 50-Year Lease



Palouse Ice Rink

LATAH COUNTY FAIRGROUNDS, MOSCOW, IDAHO

AGREEMENT NO. _____

GROUND LEASE AGREEMENT

In accordance with Idaho Code § 31-836, this Ground Lease Agreement is made, entered into, and effective this 18th day of July, 2012, by and between Latah County, a political subdivision existing in, under, and pursuant to the laws of the State of Idaho ("Lessor") and The Rotary Veterans Memorial Pavilion, Inc., an Idaho Charitable Corporation ("Lessee").

I. AGREEMENT TO LEASE

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor the real property ("premises") on which the current ice rink facility is located at the Latah County Fairgrounds, Moscow, Idaho, and such additional adjacent land as is determined to be necessary, together with all appurtenances, for the construction, operation, and maintenance of an ice rink facility upon the premises. Lessee shall have the obligation to use the premises for the purpose of assuring that an ice rink is constructed, maintained, and operated to serve as a memorial to the living or deceased soldiers, sailors and marines of an armed conflict entered into by the United States as contemplated by I.C. § 31-836(4).

II. RIGHT TO APPROVAL

Prior to any construction, Lessee shall first obtain Lessor's approval of any plans and specification for any buildings and improvements to be erected upon the premises, which approval will not be unreasonably withheld. This includes the specific location of the ice rink, parking, and use of related areas.

III. SUBORDINATION

Lessee agrees and acknowledges that any financing obtained by the Lessee for the construction, operation, or maintenance of the ice rink, or any other purpose, shall be subordinate to the Lessor's interest in the land and any fixtures thereon.

IV. TERM

The term of this Lease shall be from July 18, 2012, to July 18, 2062.

V. RENT

Lessee covenants and agrees to pay Lessor rent as follows:

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A. Once a full-size rink is operational, for each calendar year, Lessee shall pay to Lessor, the greater amount of thirteen thousand dollars (\$13,000) or 4% of the gross income, whichever is greater, from all Lessee activities on the Premises. For purposes of this agreement, a calendar year commences on January 1 and continues for the succeeding twelve (12) months. The calculation of gross operational income shall be exclusive of donations, grants, and the like, as well as concessions not operated by Lessee, but shall include income received by Lessee for any such concessions. The rental payment shall be due in two (2) installments. The first installment shall be due on January 1st of each contract year, reflecting payment for the preceding six (6) months, and shall be a minimum of \$6,500. The second installment, similarly calculated, shall be due on July 1st. Each payment shall be accompanied by documentation acceptable to Lessor reflecting the gross income for the previous six (6) months.

Lessee shall maintain at all times adequate and sufficient written books, records, and accounts documenting all income and the source thereof. Lessor shall have the right to inspect Lessee's books, records, and accounts and the same shall be produced or otherwise made available to Lessor by Lessee on demand.

The above agreement shall cover the initial three (3) years of this agreement. Thereafter, the yearly rent shall increase to an amount of fifteen thousand dollars (\$15,000) or 4%, whichever is greater, of gross income as earlier defined.

Commencing in the seventh year of operation, and continuing thereafter, rent shall be 5% of the gross income, unless renegotiated by the parties, from all Lessee activities on the Premises. The calculation of gross operational income shall be exclusive of donations, grants, and the like, as well as concessions not operated by Lessee, but shall include income received by Lessee for any such concessions.

Until a full-size rink opens for use, the yearly rent shall continue to be five-thousand dollars (\$5,000.00).

B. Additional Rent.

1. In addition to the base rent, Lessee shall, during the term of this Lease, be responsible for all insurance (including flood insurance, if necessary), taxes, utility costs, assessments, and maintenance expenses, including snow removal, hereinafter in this Lease, it being generally understood and agreed that except for those specific costs, expenses, and assessments assumed by the Lessor, Lessor shall not be responsible for any cost or expense in connection with the Premises during the term of this Lease and shall be entitled to a net return of the rental herein specified undiminished by the cost of insurance, property taxes and assessments or utility charges or special tax levies of any kind or nature whatsoever, and the costs of operation, repair, upkeep, renewal, improvement, alteration, or reconstruction of the building and/or appurtenances thereto, now or at any time hereafter.

2. In addition to and not by way of limitation of Lessor's rights under specific provisions of this Lease, Lessor shall at all times have the right (at its sole election and without any obligation to do so) to advance on behalf of Lessee any amount payable under the terms hereof by Lessee, or to otherwise satisfy any of Lessee's obligations hereunder. No advance by Lessor shall operate as a waiver of any of Lessor's rights under this Lease and Lessee shall remain fully responsible for the performance of its obligations under this lease. Lessee's obligation to reimburse amounts advanced by Lessor pursuant to this Section shall constitute additional rent under this Lease.

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**VI.
TAXES**

Lessee shall pay all real property taxes and assessments lawfully levied and assessed for or as to the Premises and attributable to the Lessee's use and occupancy of the Premises under the terms of this Lease. All assessed taxes must be timely paid.

**VII.
USE**

A. **Use.** Lessee shall primarily use the Premises for the purpose of an ice rink facility and related activities including but not limited to public skating, skating lessons, physical education activities using ice skating or the ice facility, hockey events and training, curling, skate and equipment rentals, and concessions. During the period of time when ice is not available, Lessee may offer activities appropriate for the facility.

B. **Lessee Covenants.**

1. Lessee may not use the premises activities which would be in competition with other fairgrounds activities.

2. Lessor reserves the exclusive use of the premises on a rent free basis for a two (2) week period (exclusive of actual fair dates) surrounding the Latah County Fair, statutorily set as the Second weekend following Labor Day, commencing one (1) week prior to the opening of the fair, and ending one (1) week after the closing of the fair. Following said use, the premises shall be returned to the previous condition by the Lessor.

3. During the term of this Lease Agreement, the Premises, and every part thereof, shall be kept by the Lessee in a clean and wholesome condition, free of any objectionable noises, odors, or nuisances.

4. Lessee shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way affect any fire or other insurance upon the Premises or any of its contents, or cause a cancellation of any insurance policy covering the Premises or the building or any of its contents, nor shall Lessee sell or permit to be kept, used, or sold in or about said Premises any articles which may be prohibited by a standard form policy of fire insurance.

5. Lessee shall not do or permit anything to be done in or about the Premises which will in any way unreasonably obstruct or interfere with the rights of other lessees or occupants of buildings adjoining or neighboring the Premises or injure or annoy them or use or allow the Premises to be used for any unlawful purpose, nor shall Lessee cause, maintain, or permit any nuisance in, on, or about the Premises. Lessee shall not commit or suffer to be committed any waste in or upon the Premises.

6. Lessee shall not use the Premises in any way which will conflict with any law, statute, ordinance, or governmental rule, regulation, or requirement of duly constituted public

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authorities now in force or which may hereafter be enacted or promulgated. Lessee at its sole cost and expense shall promptly comply with all laws, statutes, ordinances, and governmental rules, regulations or requirements now in force or which may hereafter be in force.

7. Lessee shall refrain from dumping disposal reduction, incineration, or other burning of any trash, papers, refuse, or garbage of any kind in or about the Premises. Lessee shall store all trash and garbage within the Premises in appropriate storage containers. Lessee shall also arrange for and bear the expense of the prompt and regular removal of trash and garbage from the Premises.

8. Lessee shall not cause any hazardous substances, pollutants, contaminants, or hazardous wastes as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act ("RCRA"), as amended, or any other similar local, state, or federal law, rule, or regulation, including, without limitation, asbestos, PCB's, petroleum and petroleum products, and urea-formaldehyde (collectively "Hazardous Materials") to be produced, released, stored, or deposited over, under, or upon the Premises by any person whatsoever during the term of this Agreement, including any release of Hazardous Materials during any activities related to vacating the Premises.

9. Lessee and its agents, invitees, and guests shall not be entitled to use other fairgrounds premises or buildings without the agreement of Lessor and payment of additional compensation as may be determined by Lessor on a case-by-case basis.

10. Lessee shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way affect existing or prospective underground or above ground utilities, or interfere with utility easements.

VIII. UTILITIES, MAINTENANCE AND REPAIRS, ALTERATIONS AND ADDITIONS

A. The Lessee agrees at all times during the term of this Lease Agreement or any renewal hereof, and at its own cost and expense, to maintain, repair and/or replace in good tenantable condition the Premises and every part thereof including the roof, foundations, and exterior walls.

Such work shall include that which is necessary to comply with any laws, ordinances, rules or regulations of any public authority or of any similar body or that the Lessor may deem necessary to prevent waste or deterioration in connection with the Premises.

If Lessee refuses or neglects to make repairs and/or maintain the Premises, or any part thereof, in a manner reasonably satisfactory to Lessor, Lessor shall have the right, upon giving Lessee written notice of not less than ten days, of its intent to do so, to go upon the Premises and to make such repairs or perform such repairs or maintenance on behalf of and for the account of Lessee. In such event, such work shall be paid for by Lessee as additional rent promptly upon receipt of a bill therefore, and such cost shall include interest at the prime rate from the date of completion of the maintenance or repairs by Lessor.

Nothing herein contained shall imply any duty on the part of the Lessor to do any such work which under any provision of this Lease Agreement the Lessee may be required to do,

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nor shall it constitute a waiver of Lessee's default in failing to do the same. No exercise by the Lessor of any rights herein reserved shall entitle the Lessee to any damage for any injury or inconvenience occasioned thereby nor to any abatement of rent.

B. Upon the expiration or earlier termination of this Lease Agreement, Lessee shall surrender the Premises in the same condition as received, ordinary wear and tear excepted.

IX. ENTRY BY LESSOR

Lessor and its agents shall have free access to the Premises during all normal business hours for the purpose of examining the same to ascertain if they are in good repair, and to make reasonable repairs which Lessor may be required to make hereunder, and shall have access to the Premises at any time for purposes of general inspection, making emergency repairs, or to prevent continuation of damage to the Premises.

X. LIENS

Lessee agrees that it will pay or cause to be paid all costs for work done by it on the Premises, and Lessee will keep the Premises free and clear of all mechanics' liens on account of work done by Lessee or persons claiming under Lessee. Lessee agrees to and shall indemnify and save Lessor free and harmless against liability, loss, damage, costs, attorney fees, and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished to Lessee or persons claiming under Lessee, and claims of lien by judgment creditors or any person seeking a judgment who files a claim of lien under any legal theory.

If Lessee shall desire to contest any claim of lien, it shall furnish Lessor adequate surety for the value or amount of the claim, plus estimated costs and interest, or a bond of responsible corporate surety in such amount, conditioned on the discharge of the lien. If a final judgment establishing the validity or existence of a lien for any amount is entered, Lessee shall pay and satisfy the same at once.

If Lessee shall be in default in paying any charge for which a mechanic's lien claim and suit to foreclose has been filed and Lessee shall not have furnished Lessor adequate security as more particularly provided above, then, in order to protect the Premises and Lessor against such claim of lien, Lessor may (but shall not be so required to) pay the claim and any costs, and the amount so paid, together with reasonable attorney fees incurred in connection therewith, shall be immediately due and owing from Lessee to Lessor, and Lessee agrees to and shall pay the same.

Should any claims of lien be filed against the Premises or any action affecting the Premises be commenced, the party receiving notice of such lien or action shall forthwith give the other party written notice thereof.

XI. INDEMNITY

Lessee shall indemnify and hold Lessor, its officers, and agents harmless from and against any and all claims arising from the condition of the Premises, from Lessee's use of the Premises, or the conduct of its business or from any activity, work, or thing done, permitted or suffered by

LEASE AGREEMENT - 5

Lessee in or about Lessee's Premises, and shall further indemnify and hold Lessor, its officers, and agents harmless from and against any and all claims arising from any breach of or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease Agreement, or arising from any act or negligence of Lessee, or any of its agents, Lessees, or employees, and from and against all costs, attorney fees, expenses, and liabilities incurred in or from any such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against Lessor, its officers, and agents by reason of any such claim, then Lessee, upon notice from Lessor, shall defend the same at Lessee's expense. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property or injury to persons in, upon, or about the Premises and Lessee hereby waives all claims in respect thereof against Lessor.

Lessee agrees to indemnify, defend, and hold harmless Lessor from any and all liability, claims, damages, expenses (including reasonable attorneys' fees and reasonable attorneys' fees on appeal), judgments, proceedings, and causes of action of any kind whatsoever arising out of or in any way connected with Lessee's breach of the foregoing obligations.

Lessee shall pay, assume, indemnify, defend, and hold Lessor harmless from all claims, suits or damages of any nature whatsoever arising out of any challenge to Lessee's obligation that the ice rink be constructed, maintained, and operated to serve as a memorial to the living or deceased soldiers, sailors and marines of an armed conflict entered into by the United States as contemplated by I.C. § 31-836(4).

Lessee acknowledges that, after independent legal review by their counsel, they are willing to enter into this lease with Latah County, and without the participation of the Latah County Fair Board. Lessee shall pay, assume, indemnify, defend, and hold Lessor harmless from all claims, suits or damages of any nature whatsoever arising out of any challenge to the parties' right to enter into this lease without the Latah County Fairboard as a signatory.

XII. INSURANCE

A. Lessee, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best rating(s) of A VIII or better. All insurance companies must be authorized to do business in the state of Idaho. By requiring insurance herein, Lessor does not represent that coverage and limits are necessarily adequate to protect Lessee, and such coverage and limits shall not be deemed as a limitation on Lessee's liability under the indemnities granted to Lessor in this contract.

B. Certificates of Insurance evidencing the coverages required herein shall be provided to Lessor prior to the start date of Lessee's possession of the Premises. All certificates must be signed by an authorized representative of Lessee's Insurance carrier and must state that the issuing company, its agents, or representatives will provide Lessor thirty (30) days written notice prior to any policies being canceled. Renewal certificates must be provided to Lessor within thirty (30) days after the effective date of the renewal.

C. Certificates shall be mailed to:
The Latah County Clerk/Auditor
P.O. Box 8068
522 S. Adams Street
Moscow, ID 83843

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D. Each insurance policy required by this Agreement shall contain the following clause:
"It is agreed that any insurance maintained by Lessor shall apply in excess of and not contribute with insurance provided by this policy."

E. Each insurance policy required by this Agreement, excepting that for worker's compensation, shall contain the following clause:

"Lessor, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of, the named insured, performed under contract with Lessor. Prior to commencing any work under this Agreement, Lessee shall deliver to Lessor insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, Lessee shall provide to Lessor endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signature's company affiliation and title. Should it be deemed necessary by Lessor, it shall be Lessee's responsibility to see that Lessor receives documentation acceptable to Lessor which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. Also, Lessor has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement."

F. In addition to any other remedies Lessor may have, if Lessee fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Lessor may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
2. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies Lessor may have and is not the exclusive remedy for Lessee's failure to maintain insurance or secure appropriate endorsements.

G. Certificates must evidence the following minimum coverage:

1. **Workers' Compensation** insurance meeting the statutory requirements of the State of Idaho.
2. **Comprehensive General Liability Insurance or Commercial General Liability Insurance**, including coverage for premises and operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent Lessee's liability (if applicable), in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.

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3. **Comprehensive Automobile Liability Coverage** including, as applicable, owned, non-owned and hired autos, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.

H. **Fire and Extended Coverage.**

1. **Building.** Lessee shall procure and maintain, during the term and any renewal of this Lease Agreement, Broadform and All Risk Property Insurance, on the Premises in an amount equal to one hundred percent (100%) of the replacement cost of the Premises.

2. **Fixtures and Equipment.** Lessee shall at all times during the term hereof and any renewal, and at its sole cost and expense, (a) maintain in effect policies of insurance covering all fixtures and equipment and property belonging to another located on the Premises in an amount not less than one hundred percent (100%) of their actual cash value providing protection against any peril included within the classification "Fire and Extended Coverage", together with insurance against vandalism and malicious mischief, and (b) be responsible for the maintenance, repair, and replacement of the glass on the Premises. Lessee is responsible for insuring its own property and any tenant improvements.

I. **Insurance Requirements.**

Any insurance requirements in this Lease can be modified or waived upon agreement of the parties in light of the availability and economic feasibility of the insurance coverage. A request for a modification or waiver shall not be unreasonably withheld.

**XIII.
DAMAGE OR DESTRUCTION**

If at any time during the term hereof the Premises are destroyed or damaged then the Premises shall be promptly repaired at Lessee's expense or that of its insurance carrier if applicable, and this Lease Agreement shall continue in full force and effect.

**XIV.
CONDEMNATION**

A. **Entire or Substantial Taking.** If the entire Premises, or so much thereof as to make the balance not reasonably adequate for the conduct of Lessee's business, notwithstanding restoration by Lessor as hereinafter provided, shall be taken under the power of eminent domain, this Lease Agreement shall automatically terminate as of the date on which the condemning authority takes title or possession, whichever first occurs.

B. **Partial Taking.** In the event of any taking of the Premises under the power of eminent domain which does not so result in the termination of this Lease Agreement, the rent payable hereunder shall be reduced, on an equitable basis, taking into account the relative value of the portion taken as compared to the remaining portion.

C. **Awards.** Each party shall be responsible for the prosecution of its respective claim for an award as a result of a taking of all or any part of the Premises under the power of eminent domain. Each party shall be entitled to an award as their interest may appear in the Premises.

D. **Sale Under Threat of Condemnation.** A sale by Lessor of the Premises, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed a taking under the power of eminent domain for all purposes under this section.

XV.

ASSIGNMENT AND SUBLEASE

A. **Lessee's Assignment.** Lessee shall not voluntarily or by operation of any law assign, license, transfer, mortgage, or otherwise encumber, all or part of Lessee's interest in this Lease Agreement or in the Premises, or sublet or license all or any part of the Premises without the prior written consent of Lessor, and any such transfer, mortgage, encumbrance, or subletting without such consent shall be wholly void. However, the tenant may contract concessions (such as food and beverage, pro shop, or other related activity) that are appropriate for the intended use, provided that such contracting in no way impairs Lessee's ability to maintain the ice rink's qualification as one constructed, maintained, and operated to serve as a memorial to the living or deceased soldiers, sailors and marines of an armed conflict entered into by the United States.

XVI.

QUIET ENJOYMENT

Lessor agrees that Lessee, upon paying rent and other monetary sums due under this Lease Agreement and performing the covenants and conditions of this Lease Agreement, may quietly have, hold, and enjoy the Premises during the term hereof or any extension thereof.

XVII.

DEFAULT AND REMEDIES

A. **Default to Financier.** Should Lessee default on required payments to any business or individual from whom the lessee obtained financing for the construction, operation, or maintenance of the ice rink this lease shall terminate.

B. **Additional Default.** The occurrence of any of the following shall constitute a material default and breach of this Lease by Lessee:

1. The failure of Lessee to have a full-size ice rink constructed and operational within five (5) years of the date of this lease shall be a material default of the lease.

1. Any failure by Lessee to pay rent or any other monetary sums required to be paid hereunder, where such failure continues for ten (10) days after written notice by Lessor to Lessee.

2. A failure by Lessee to observe and perform any other provision of this Lease Agreement to be observed or performed by Lessee, where such failure continues for thirty (30) days after written notice thereof by Lessor to Lessee; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period, Lessee shall not

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be deemed to be in default if Lessee shall within such period commence such cure and thereafter diligently prosecute the same to completion.

C. **Remedies.** In the event of any such default or breach of Lessee, Lessor may, in its sole discretion:

1. Declare the entire amount of rent for the current term hereunder immediately due and payable ten (10) days after written notice or demand to Lessee;
2. Take possession of the Premises without demand or notice, without any court order or other process of law. Lessee hereby waives any and all damages occasioned by taking of such possession. Lessee further agrees that any default as hereinabove provided shall entitle Lessor to possession of said leased property, whether or not Lessee willingly surrenders possession of the same;
3. Terminate this Lease;
4. Pursue any other remedy at law or in equity to effectuate the purposes of this Lease.

Notwithstanding any said repossession, or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this Lease subject to the limitations of this Article and Paragraph III.B.

Each right or remedy shall be cumulative of any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

XVIII. TERMINATION AND SURRENDER

Upon the expiration of this Ground Lease under the terms hereof, Lessee shall quit and surrender possession of the premises to Lessor in good condition as such are required to be maintained under this lease, including the improvements that may be made upon the premises by the Lessee. Any fixtures, alterations, additions, improvements and/or appurtenances attached to or built on the premises prior to or during the term of this Ground Lease shall revert to the ownership and control of Lessor.

XIX. CAPTIONS, ATTACHMENTS, DEFINED TERMS

A. The captions of the paragraphs of this Lease Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease Agreement.

B. Exhibits attached hereto, and addendums and schedules initialed by the parties, are deemed by attachment to constitute part of this Lease and are incorporated herein.

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C. The words "Lessor" and "Lessee", as used herein, shall include the plural as well as the singular. Words used in the masculine or feminine gender include the neuter. If there be more than one Lessor or Lessee, the obligations hereunder imposed upon Lessor or the Lessee shall be joint and several; as to the Lessee which consists of husband and wife, the obligations shall extend individually to their sole and separate property as well as community property. The term "Lessor" shall mean only the owner or owners at the time in question of the fee title or a lessee's interest in a ground lease of the Premises or the building. The obligations contained in this Lease Agreement to be performed by Lessor shall be binding on Lessor's successors and assigns only during their respective periods of ownership.

D. **Entire Agreement.** This instrument, along with any exhibits and attachments hereto, constitutes the entire agreement between Lessor and Lessee relative to the Premises and supercedes any prior agreements or understandings between the parties. This Lease Agreement and the exhibits and attachments may be altered, amended, or revoked only by an instrument in writing signed by both Lessor and Lessee.

E. **Severability.** If any term or provision of this Lease Agreement shall, to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease Agreement shall not be affected thereby, and each term and provision of this Lease Agreement shall be valid and enforceable to the fullest extent permitted by law; and it is the intention of the parties hereto that if any provision of this Lease Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders valid.

F. **Costs of Suit.** If Lessee or Lessor shall bring any action for relief against the other, declaratory or otherwise, arising out of this Lease Agreement, including any suit by Lessor for the recovery of rent or possession of the Premises, the losing party shall pay the prevailing party a reasonable sum for attorney fees which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

G. **Time, Joint and Several Liability.** Time is of the essence of this Lease Agreement and each and every provision hereof. All the terms, covenants, and conditions contained in this Lease Agreement to be performed by either party, if such party shall consist of more than one person or organization, shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and non-exclusive of any other remedy at law or in equity.

H. **Binding Effect; Choice of Law.** The parties hereto agree that all the provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate paragraph hereof. Subject to any provisions hereof restricting assignment or subletting by Lessee, all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns. This Lease Agreement shall be governed by the laws of the State of Idaho.

I. **Waiver.** No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver or the breach of any covenant, term, or condition shall not be deemed to be a waiver of any covenant, term, or condition. Acceptance by Lessor of any performance by Lessee after the time the

LEASE AGREEMENT - 11

same shall have become due shall not constitute a waiver by Lessor of the breach or default of any covenant, term, or condition unless otherwise expressly agreed to by Lessor in writing.

J. **Surrender of Premises.** The voluntary or other surrender of this Lease Agreement by Lessee, or a mutual cancellation thereof, shall not work a merger.

K. **Holding Over.** If Lessee remains in possession of all or any part of the Premises after the expiration of the term hereof, with or without the express or implied consent of Lessor, such tenancy shall be from month-to-month only, and in such case rent, including percentage rent and other monetary sums due hereunder, shall be payable in the amount and at the time specified in this Lease Agreement and such month-to-month tenancy shall be subject to every other term, covenant, and agreement contained herein.

L. **Acts of God.** Any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire, or other casualty, and other causes beyond the reasonable control of the party obligated to perform, when such acts directly effect the premises, shall excuse the performance by such party for a period equal to any such prevention, delay, or stoppage except the obligations imposed with regard to rent and other charges to be paid by Lessee pursuant to this Lease Agreement.

M. **Notices.** All notices or demands of any kind required or desired to be given by Lessor or Lessee hereunder shall be in writing and shall be deemed delivered forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the Lessor or Lessee respectively at the address set forth below. Either party may change such address by giving the other written notice of the same.

LESSOR: LATAH COUNTY COMMISSIONERS
P.O. Box 8068
522 S. Adams Street
Moscow, ID 83843

LESSEE: The Rotary Veterans Memorial Pavilion, Inc..
1021 Harold Street
Moscow, ID 83843

M. **Preparation of Lease.** This Lease was prepared as an accommodation to the parties only and shall not be construed for or against either party as a result thereof.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease on the date first stated above.

Board of Latah County Commissioners

By:


Jennifer Barrett, Chair

LEASE AGREEMENT - 12

By: [Signature]
Tom S. Stroschein, Commissioner

By: [Signature]
David McGraw, Commissioner

Attest: [Signature]
Clerk/Deputy

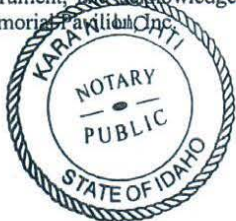
LESSEE:

Rotary Veterans Memorial Pavilion, Inc.

[Signature]
By: Robert M. Ting, M.D.
Its President

STATE OF IDAHO)
) ss.
County of Latah)

On this 18th day of July, 2012, before me, a notary public, personally appeared Robert M. Ting, M.D., known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of Rotary Veterans Memorial Pavilion, Inc.



[Signature]
Notary Public for Idaho
Commission Expires 4-13-17

LEASE AGREEMENT - 13

Appendix 5: Dr. Peterson's Updated Economic Impact Analysis



Palouse Ice Rink

LATAH COUNTY FAIRGROUNDS, MOSCOW, IDAHO

Economic Impacts of the Ice Rink and Proposed Expansion

By Steven Peterson

College of Business and Economics

University of Idaho

December 1, 2014

Overview

This is an economic impact assessment of the current ice rink facility and the proposed facility expansion. It is an update of studies conducted in 2005 and 2012. The economic impacts were estimated using an IMPLAN input-output model of Latah County. The impacts are generated from all of the various activities of the ice rink and those from its proposed expansion. The economic impacts arise from two sources: New monies (I.e. export sales) from visitors coming into the community from tournaments and hockey matches. They are an important source of revenue to the community because the visitors have at least one over-night stay, multiple meals, and time for local shopping. Secondly local hockey players have forged a strong dedicated community committed to hockey. They will travel to wherever there is ice! There are ice rinks in Lewiston, Tri-Cities, and Spokane. This constitutes a leakage of sales revenues out-of-the region and an opportunity for a new rink to keep these expanding sales revenues in the community. Overall it is estimated that 80% of all rink activity are basic and would leave the community in the absence of the rink.

Economic Impacts of Existing Ice Rink in 2013/2014

Total Economic Impacts of Existing Ice Rink: Figure 1 illustrates the economic impacts of the current ice rink in column 4. The ice rink currently creates an approximate total of \$557,840 sales transactions in the community, \$354,188 in gross regional product

(a subset of sales transactions); \$218,243 in payroll and earnings (a subset of gross regional product), 11 jobs in the region, and \$32,857 in indirect business taxes (I.e. property taxes, sales taxes, and excise taxes).

Figure 1

Economic Impacts of the 2014 Ice Rink Facility Including the Direct, Indirect, and Induced Impacts (I.e. Multiplier Effects)				
	Local Spending	UI Students	Rink Operation	Total
Sales Transactions	\$ 182,984	\$ 90,693	\$ 284,163	\$ 557,840
Gross Regional Product	\$ 91,304	\$ 76,935	\$ 185,949	\$ 354,188
Total Gross Payroll	\$ 45,608	\$ 62,088	\$ 110,547	\$ 218,243
Employment	3	2	7	11
Property/Sales Taxes				\$ 32,857

These include the direct and indirect effects (I.e. the multiplier effects). The economic impact totals arise from three sources: 1) Local spending by non-resident visitors to the ice rink, 2) Retention of University of Idaho non-resident students 3) Expenditures from the ice rink operations.

Local Spending by Visitors: The economic impacts arising from spending by non-local visitors are reported in column 1: \$182,984 sales transactions in the community, \$91,304 in gross regional product (a subset of sales transactions); \$45,608 in payroll and earnings (a subset of gross regional product), and 3 jobs in the region, These include the direct and indirect effects (I.e. the multiplier effects).

Retention of UI Students: The ice rink is helping to recruit and retain a small number of UI and WSU students. This was initially determined from personal interviews (unrelated to this study) conducted on the UI campus from students taking economics classes who happen to be hockey players. This was later confirmed in a discussion with members the local university hockey clubs. A significant number of UI hockey players

historically have been from Alaska and other out-of-state regions where hockey is played regularly. The ice rink allows these students to continue their sport at the UI.

We estimate that 2 non-resident university students attend school at the UI because of the ice rink. The economic impacts arising from spending by the retention of these UI non-resident students are reported in column 2: \$90,693 sales transactions in the community, \$76,935 in gross regional product (a subset of sales transactions); \$62,088 in payroll and earnings (a subset of gross regional product), and 2 jobs in the region. These include the direct and indirect effects (I.e. the multiplier effects).

Rink Operations: The economic impacts arising from rink expenditures in the local economy are reported in column 3: \$284,163 sales transactions in the community, \$185,949 in gross regional product (a subset of sales transactions); \$110,547 in payroll and earnings (a subset of gross regional product), and 7 jobs in the region. These include the direct and indirect effects (I.e. the multiplier effects).

Economic Impacts of Proposed New Ice Rink

The economic impacts of the proposed new ice rink are estimated and reported in Figure 2. The economic impacts of the construction are assumed to occur in 2016. The impacts from the new ice rink operations are reported 4 years out when the new ice rink is estimated to reach full capacity (2020). The economic impacts are reported in constant 2013 dollars.

Total Economic Impacts of Proposed New Ice Rink: Figure 2 illustrates the economic impacts of the proposed new ice rink in column 5. The proposed ice rink is estimated to create a total of \$2.0 million in sales transactions in the community, \$1.1 million in gross regional product (a subset of sales transactions); \$369,501 in payroll and earnings (a subset of gross regional product), 22 jobs in the region, and \$140,279 in indirect business taxes (I.e. property taxes, sales taxes, and excise taxes).

Figure 2

Economic Impacts of the New Ice Rink Facility in 2020 Including the Direct, Indirect, and Induced Impacts (I.e. Multiplier Effects) In Constant 2013 Dollars					
	Construction (One Year)	Local Spending	UI Students	Rink Operation	Total
Sales Transactions	\$4,135,055	\$ 1,524,591	\$ 136,039	\$ 355,204	\$ 2,015,834
Gross Regional Product	\$3,297,975	\$ 759,161	\$ 115,403	\$ 232,436	\$ 1,107,000
Total Gross Payroll	\$2,536,279	\$ 138,184	\$ 93,133	\$ 138,184	\$ 369,501
Employment	56	12	3	9	24
Property/Sales Taxes	\$132,809				\$ 140,279

Construction Economic Impacts of Proposed New Ice Rink (One Year): Figure 2 illustrates the economic impacts of the construction of the new ice rink in column 1. The construction of the proposed ice rink is estimated to create a total of \$4.1million in sales transactions in the community, \$3.3 million in gross regional product (a subset of sales transactions); \$2.5 million in payroll and earnings (a subset of gross regional product), 56 jobs in the region for one year, and \$132,809 in indirect business taxes (I.e. property taxes, sales taxes, and excise taxes).

Local Spending by Visitors of New Rink: Figure 2 illustrates the economic impacts of the proposed visitors to the new ice rink in column 2. The proposed ice rink is estimated to create a total of \$1.5 million in sales transactions in the community, \$759,161 in gross regional product (a subset of sales transactions); \$138,184 in payroll and earnings (a subset of gross regional product), and 12 jobs in the region.

Retention of Three Non-resident UI Students by New Rink: The economic impacts arising from spending by the retention of three UI non-resident students are reported in Figure 2, column 3: \$136,039 sales transactions in the community, \$115,403 in gross regional product (a subset of sales transactions); \$93,133 in payroll and earnings (a subset of gross regional product), and 3 jobs in the region. These include the direct and indirect effects (I.e. the multiplier effects).

Rink Operations of New Rink: The economic impacts arising from rink expenditures in the local economy are reported in Figure 2, column 3: \$355,204 sales transactions in the community, \$232,436 in gross regional product (a subset of sales transactions); \$138,184 in payroll and earnings (a subset of gross regional product), and 9 jobs in the region. These include the direct and indirect effects (I.e. the multiplier effects).

Terminology: Sales represent the total of all transactions arising from the ice rink and multiplier effects. Gross regional product (a subset of sales) is the local equivalent of GDP and nets out any double counting that occur in sales estimates. Payroll and earnings (a subset of gross regional product) represents all wage, salary, and sole proprietor earnings created from the rink. Indirect business taxes (a subset of gross regional product) include mostly sales and property taxes generated from the ice rink. All of these economic measures include the multiplier effects.

Sources of Direct Spending (Inputs into the Economic Model)

Current Rink: The sources of economic impacts (I.e. direct spending) include the estimated 2013/2014 rink operating budget-revenues (\$240,000). They also include player and visitor expenditures on eating and drinking, local hockey equipment purchases, gasoline, and shopping totaling \$156,365 of basic spending from 2,117 visiting players and their friends and families. The attraction and retention of two University of Idaho students (non-resident) add \$65,000 per year in local expenditures. In total, the direct local (basic) expenditures associated with the current hockey rink for 2013/2014 is \$461,365. The estimated player and visitor spending were derived from a template developed in the 2005/2012 study involving interviews with hockey players and ice rink employees.

New Ice Rink: For the new ice rink, the estimated (long-term) annual budget is \$296,000 and the construction budget is \$4.1 million. Visitor spending is estimated at \$1,279,225 from over 15,000 visiting players, family, and friends. University of Idaho retention of three non-resident students is \$97,500; for a total of \$1,672,725. The gross sales (output) multiplier is a conservative 1.21.

Economic Impact Analysis Overview

Economic impact analysis only counts export dollars, which is defined as any activity bringing new money coming into an economy. Exports include the sales of products outside the county as well as tourist and visitor spending, government grants, contracts, and any other funds coming into the region. For the ice rink only activities that bring new monies into the region or activities that keep monies from leaking out of the community can count as impacts.

Impacts are apportioned into two levels. The first level is the *direct impact* of the ice rink on Quad-County region – the jobs, value-added, and sales that are directly created by the ice rink as export businesses. The second is the impact on other Quad-County businesses that provide goods or services to port businesses – the *indirect impact*. The indirect impacts are the so-called “ripple” or multiplier effects of the ice rink-related expenditures.

Visitor Template Spending

Current Risk Hockey Event	Category	Teams	Players	Parents/ Friends per Player	Total	Motel %	Motel Nights	Motel \$ 30%	Food/Bev. 100%	Shopping Gas 100%	Grand Total
Youth Hockey Tournaments	Mites	6	8	2	144	30%	1	\$4,320	\$	1,440	\$9,360
	Squirt	6	15	2	270	30%	2	\$16,200	\$	2,700	\$25,650
	Pee Wee	6	15	2	270	30%	2	\$16,200	\$	2,700	\$25,650
Youth Hockey Games	All	24	15	2	1080	30%	1	\$32,400	\$	10,800	\$70,200
	Puck-a-Palouse	4	10	1	80	50%	1	\$4,000	\$	800	\$6,800
	Care Cup	2	12	1	48	50%	1	\$2,400	\$	480	\$4,080
College Club Hockey	LI Mens	3	17	2	153	30%	1	\$4,590	\$	1,530	\$9,945
	LI Womens	2	12	2	72	30%	1	\$2,160	\$	720	\$4,680
	WSU Womens										
	WSU Mens										
Curling Bonspiel		3	15	1	90	50%	1	\$4,500	\$	900	\$7,650
Grand Total		53	104		2117			\$82,270	\$52,925	\$21,170	\$156,365

Future Risk Hockey Event	Category	Teams	Players	Parents/ Friends per Player	Total	Motel %	Motel Nights	Motel \$ 30%	Food/Bev. 100%	Shopping Gas 100%	Grand Total
Youth Hockey Tournaments	Mites	8	8	2	192	30%	2	\$11,520	\$	1,920	\$18,240
	House League	8	15	2	360	30%	2	\$21,600	\$	3,600	\$34,200
	Pee Wee	8	15	2	360	30%	2	\$21,600	\$	3,600	\$34,200
	Bantam	7	15	2	315	30%	2	\$18,900	\$	3,150	\$29,925
	Midget	6	18	1	216	50%	2	\$21,600	\$	2,160	\$29,160
	Girls	7	15	2	315	30%	2	\$18,900	\$	3,150	\$29,925
Youth Hockey Tournaments	Pee Wee	5	15	2	225	30%	2	\$13,500	\$	2,250	\$21,375
	Bantam	5	15	2	225	30%	2	\$13,500	\$	2,250	\$21,375
	Midget	5	18	2	270	50%	2	\$27,000	\$	2,700	\$36,450
	Girls U14	5	15	2	225	30%	2	\$13,500	\$	2,250	\$21,375
	Girls U16	5	15	1	150	30%	2	\$9,000	\$	1,500	\$14,250
	Girls U18	5	18	2	270	30%	2	\$16,200	\$	2,700	\$25,650
State Tournament	Midget	10	18	2	540	50%	2	\$54,000	\$	5,400	\$72,900
Approx. 1 per year	Bantam										
	Girls (U14-18)										
Youth Hockey Games	All	56	15	2	2520	30%	1	\$75,600	\$	25,200	\$168,800
Youth Hockey Camps	All	50	5	2	750	30%	3	\$67,500	\$	7,500	\$93,750
Adult Hockey Tournaments	Puck-a-Palouse	10	15	1	300	50%	1	\$15,000	\$	3,000	\$25,500
	Care Cup	8	15	1	240	50%	1	\$12,000	\$	2,400	\$20,400
	Old Timers	8	1	2	24	50%	1	\$1,200	\$	240	\$2,040
Adult Hockey Camp		75	1	1	150	50%	2	\$15,000	\$	1,500	\$20,250
Women's Hockey Camp		8	15	1	240	50%	2	\$24,000	\$	2,400	\$32,400
College Club Hockey	LI Mens	16	18	2	864	30%	1	\$25,920	\$	8,640	\$56,160
	LI Womens	12	18	2	648	30%	1	\$19,440	\$	6,480	\$42,120
	WSU Womens	12	18	2	648	30%	1	\$19,440	\$	6,480	\$42,120
	WSU Mens	16	18	2	864	30%	1	\$25,920	\$	8,640	\$56,160
College Tournament	Vanderbilt/Cougar	3	18	2	162	30%	1	\$4,860	\$	1,620	\$10,530
Figure Skating	Camp	1	20	3	80	30%	1	\$2,400	\$	800	\$5,200
	Palouse Hills	1	20	2	60	30%	1	\$1,800	\$	600	\$3,900
	Idaho State Ch.	1	50	3	200	30%	1	\$6,000	\$	2,000	\$13,000
	Northwest Ch.	1	50	4	250	30%	1	\$7,500	\$	2,500	\$16,250
Junior Hockey	Home Games	28	21	1	1176	50%	1	\$58,800	\$	11,760	\$99,960
Roller Derby	Summer Weekends	12	10	1	240	50%	1	\$12,000	\$	2,400	\$20,400
Concerts	3-4 Summer	3	125	1	750	50%	1	\$37,500	\$	7,500	\$63,750
Curling Bonspiel		3	40	1	240	50%	1	\$12,000	\$	2,400	\$20,400
High School Hockey (Games)	Competitive	15	15	1	450	50%	1	\$22,500	\$	4,500	\$38,250
High School Hockey (Tour.)	Midget	8	15	1	240	50%	1	\$12,000	\$	2,400	\$20,400
Polar Bears Girls (Games)	Competitive	15	6	1	180	50%	1	\$9,000	\$	1,800	\$15,300
Polar Bears Girls (Tour.)	Midget	8	6	1	96	50%	1	\$4,800	\$	960	\$8,160
Grand Total		454	735		15,085			\$753,000	\$375,875	\$150,350	\$1,279,225

Exhibit No. 2

Palouse Ice Rink Permanent Facility Cost Estimates

Demolition	\$40,500
Concrete	\$299,400
Masonry	
Metals	\$1,355,000
Wood and Plastics	\$39,700
Thermal and Moisture	\$32,000
Doors and Windows	\$95,000
Finishes	\$66,850
Specialties	\$30,150
Equipment	
Furnishings	\$30,000
Conveying Systems	
Fire Suppression	\$80,000
Plumbing	\$186,300
HVAC	\$350,000
Electrical	\$321,531
Earthwork	\$133,000
Exterior Improvements	\$80,000
Alternates	
Meeting Room	\$178,260
2 Locker rooms	\$138,600
Sub-Total	\$3,456,291

Construction Contingency	5	\$172,814.55
Contractor Gen Conditions	8	\$276,503.28
Contractor Overhead & profit	5	\$172,815

TOTAL Construction	\$4,078,423
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Arch & Engineering Fee	\$226,622
Reimbursables (estimated)	\$7,000
Special Inspection	\$15,000
Soil test	\$4,500
Building permit fee (Moscow)	\$20,000
Plan check fee	\$15,000
Sewer cap fee	\$25,000
Water cap fee	\$50,000
Sub total soft costs	\$363,122

TOTAL Estimated Construction Cost	\$4,441,545
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Rubber floor mats	\$50,000
Relocate sewer line	\$0
Scoreboard	\$0
Dasher boards	\$0
Ice making equipment	\$550,000

TOTAL Project Cost	\$5,041,545
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Provided by Sprenger Construction and Trapp Construction

As of April 2018

Exhibit No. 3

Palouse Ice Rink Pro Forma

	Actual	Projected	Pro Forma - Construction Spring 2020		
	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022
Income					
Total Adult Hockey	\$ 64,475	\$ 75,000	\$ 78,750	\$ 94,500	\$ 99,225
Advertising	\$ 8,950	\$ 6,000	\$ 7,725	\$ 9,271	\$ 11,125
Total Facility Use/Rentals	\$ 19,348	\$ 32,000	\$ 33,600	\$ 43,309	\$ 44,609
Total Passes	\$ 7,142	\$ 7,500	\$ 8,100	\$ 9,720	\$ 10,498
Total Public Skating	\$ 48,371	\$ 39,000	\$ 40,170	\$ 49,400	\$ 51,870
Total Skate Shop	\$ 12,906	\$ 15,000	\$ 17,310	\$ 18,003	\$ 18,722
Total Youth Hockey	\$ 40,455	\$ 60,000	\$ 63,305	\$ 69,636	\$ 76,599
Other & Concessions	\$ 1,676		\$ 5,000	\$ 24,921	\$ 28,581
Total Income	\$ 203,322	\$ 234,500	\$ 253,960	\$ 318,760	\$ 341,229
Expenses					
Total Bank Charges	\$ 3,128	\$ 3,500	\$ 3,605	\$ 5,408	\$ 5,462
Total Concession	\$ 139	\$ 1,000	\$ 1,030	\$ 6,838	\$ 8,205
Total Insurance	\$ 9,078	\$ 19,000	\$ 19,570	\$ 20,157	\$ 20,762
Total Lease	\$ 5,000	\$ 5,000	\$ 5,000	\$ 14,979	\$ 16,334
Total Marketing	\$ 3,163	\$ 10,000	\$ 10,300	\$ 11,196	\$ 11,308
Total Miscellaneous	\$ 4,079	\$ 2,800	\$ 3,640	\$ 3,749	\$ 3,862
Total Office	\$ 4,210	\$ 4,800	\$ 4,800	\$ 8,613	\$ 9,392
Payroll Expenses	\$ 83,274	\$ 105,000	\$ 108,150	\$ 129,780	\$ 133,673
Professional Fees	\$ 2,921	\$ 1,850	\$ 2,313	\$ 2,775	\$ 3,330
Total Repairs and Maintenance	\$ 38,884	\$ 19,000	\$ 22,406	\$ 23,303	\$ 24,235
Total Restroom (Hahn)	\$ 1,522	\$ 2,000	\$ 2,000	\$ -	\$ -
Total Sales Tax	\$ 10,235	\$ 13,000	\$ 13,390	\$ 14,555	\$ 14,700
Total Utilities	\$ 25,512	\$ 28,000	\$ 28,840	\$ 43,260	\$ 45,423
Referee Fees	\$ 12,251	\$ 18,000	\$ 25,200	\$ 26,208	\$ 27,256
Total Expenses	\$ 202,384	\$ 232,950	\$ 250,244	\$ 310,821	\$ 323,942

Prepared by Randal Consulting, LLC
Revised April 2019

Exhibit No. 4

BEFORE THE BOARD OF ADJUSTMENT OF THE CITY OF MOSCOW, COUNTY OF LATAH, STATE OF IDAHO

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A CONDITIONAL USE PERMIT APPLICATION TO ALLOW FOR THE CONTINUED OPERATION OF THE ROTARY VETERAN'S MEMORIAL PAVILION ICE RINK LOCATED AT 1021 HAROLD STREET WITHIN THE MEDIUM DENSITY RESIDENTIAL (R-3) ZONING DISTRICT PER MOSCOW CITY CODE 4-2-4(F).

WHEREAS, the applicant filed an application for a conditional use permit on April 8, 2019; and

WHEREAS, this matter came before the Moscow Board of Adjustment during a duly noticed public hearing on May 15, 2019; and

WHEREAS, having reviewed the application, including all exhibits entered, and having considered the issues presented:

THE MOSCOW BOARD OF ADJUSTMENT OF THE CITY OF MOSCOW, IDAHO, AFTER DUE DELIBERATION AND CONSIDERATION, HEREBY CONCLUDES:

I. RELEVANT FACTS AND CONCLUSIONS

1. The Board of Adjustment considered the request pursuant to the City of Moscow Zoning Code, Comprehensive Plan, and Moscow City Code.
2. The subject property is located within the Medium Density Residential (R-3) Zoning District, where public service and utility facilities, specifically fairgrounds use is a conditionally permitted use.
3. Since the approval of the previous SUP in June 2016, the City of Moscow's Use Table has changed the term Special Use Permit (SUP) to Conditional Use Permit (CUP).
4. Properties immediately adjacent to the subject property to the north, south and west are mostly zoned R-3 with the majority of the parcels consisting of residential uses. To the northeast, across Mountain View Road are residential uses located in the Low Density Single Family Residential (R-1) Zone. Further south across White Avenue are commercial uses located within the Motor Business (MB) Zone.
5. Similar public service and utility facilities are located adjacent to the subject property and in the R-3 Zone, the National Guard Armory to the northwest, the Latah County Highway District and Fire Station II Training Facility to the south.
6. The subject property is approximately 14.5 acres, with approximately 1,100 feet of frontage on Harold Street, 427 feet of frontage on Mountain View Road, and the property is partially bounded by South Blaine Street and White Avenue on the southwest corner.
7. Primary access to the subject property and the ice rink use is from White Avenue, with a service road providing access from Mountain View Road and another vehicle access point off of Harold Street which has been restricted to vehicle access to the ice rink by previous SUP conditions of approval.

8. The Palouse Ice Rink has been operating under a SUP approved in 2016, a condition of approval in 2016 required the applicant to initiate construction of a permanent ice rink facility within three (3) years. The approval date was June 28, 2016.
9. The Palouse Ice Rink received approval for a variance from the requirement to pave the off-street parking lot which serves the use also in 2016. The variance was approved for as long as the SUP was valid and for the temporary facility only. The Palouse Ice Rink has requested an extension of the variance approval in conjunction with this SUP application.
10. The Palouse Ice Rink leases the property from Latah County and the current lease is valid through July 2062.
11. The Board of Adjustment considered the request for renewal of the ice rink SUP and Variance after a thorough review of the history of land use actions and permits that the Ice Rink has received since the initial SUP for the temporary facility was approved in December 2000.
12. The Board heard public testimony in opposition of the noise that the ice rink generates.

BASED ON THE ABOVE RELEVANT FACTS AND CONCLUSIONS, THE BOARD OF ADJUSTMENT OF THE CITY OF MOSCOW HEREBY FINDS THE FOLLOWING RELEVANT CRITERIA AND STANDARDS:

II. RELEVANT CRITERIA AND STANDARDS

1. **Is the proposed use a conditionally permitted use within the Zoning District?** The Palouse Ice Rink is a conditionally permitted use within the R-3 Zone. It is conditionally permitted as a public service and utility facility as it is connected with the Latah County Fairgrounds.
2. **Is the proposed use in harmony with the neighborhood and surrounding land uses?** The proposed use is in harmony with the neighborhood and surrounding land uses. The use has existed on the subject property since 2001 and is in harmony with the other nearby public service and utility facilities, including the Fairgrounds buildings and exhibit halls, the National Guard Armory, Latah County Highway District and Fire Station II Training Facility.
3. **Will the proposed use as approved, or as approved with conditions, generate nuisances that would be injurious or detrimental to the adjoining properties or the neighborhood (including but not limited to, noise, dust, glare, vibrations, odors, and the like)?** The proposed use, as approved with conditions, will not generate nuisances that would be injurious or detrimental to the adjoining properties or the neighborhood. Since the temporary ice rink facility was first constructed, modifications have been made to the structure to reduce noise disturbances for nearby residences. In addition, the hours of operation, specifically the hours for playing hockey with sticks and pucks and the hours for playing music over the public address system have been restricted in order to prevent excessive noise generated by the facilities use. Conditions of the previous SUP approval which are recommended to remain with this CUP renewal, including a Type C buffer requirement adjacent to Harold Street and no direct vehicle access from Harold Street to the permanent parking areas, are intended to further prevent any possible nuisances from facility noise, traffic flow, and vehicle noise and/or lights.
4. **Will the location, design, and size of the proposed use be adequately served by existing streets, public facilities and services?** The location, design, and size of the temporary ice rink facility, as it has existed since the approval of the SUP in 2016 has been adequately served by existing streets, public facilities, and services. A permanent ice rink facility on the subject property will also be adequately served by existing streets, public facilities, and services.

5. **Will the proposed use endanger the public health or safety if located where proposed?** The Palouse Ice Rink will not endanger the public health or safety if allowed to continue to operate on the subject property as it has been permitted to operate since December 2000.
6. **Does the proposed use meet all applicable development standards of the Zoning Code?** With approval of the Variance application accompanying this CUP application, the proposed use meets all applicable development standards of the Zoning Code. When a new facility is constructed, the Palouse Ice Rink will meet all applicable development standards of the Zoning Code.
7. **Will the proposed use be in conflict with the Comprehensive Plan?** The proposed use is not in conflict with the Comprehensive Plan.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City of Moscow Board of Adjustment approves the application for a Conditional Use Permit to allow for the continued operation of the Palouse Ice Rink at 1021 Harold Street, with the following conditions:

1. The CUP shall allow for the continued operation of the existing temporary facility so long as the applicant maintains a valid lease from Latah County to operate said ice rink facility subject to the limitations of condition #2 below;
2. The applicant shall initiate construction of a permanent ice rink facility within three (3) years of approval of this CUP. Upon completion of the permanent ice rink facility, this CUP for the operation of the ice rink facility shall become perpetual and shall not expire. Should the applicant fail to initiate construction within three (3) years of this approval, this CUP shall be immediately terminated and all use of the subject ice rink facility shall cease;
3. Hours of operation shall remain 6:15 a.m. to 11:00 p.m., Sunday through Thursday; 6:15 a.m. to 12:00 a.m., Friday and Saturday and prior to recognized holidays. This condition shall apply to the temporary facility only;
4. Hours for practicing or playing hockey, with pucks and/or sticks, and broomball shall be limited to the hours of 8:00 a.m. to 10:00 p.m. daily, with the exception of the four weekends each season that the facility hosts youth hockey tournaments beginning at 7:00 a.m. This condition shall apply to the temporary facility only;
5. Hours for broadcast music over the facility's PA system shall be limited from 9:00 a.m. to 9:00 p.m. daily. This condition shall apply to the temporary facility only;
6. At the time of construction of the permanent facility the applicant shall install a Type 'C' buffer, including a four foot (4') solid fence along the northern boundary of the property adjacent to Harold Street to extend the full length of the parking area and facility development;
7. There shall be no direct access from the proposed permanent parking areas to Harold Street except for limited emergency vehicle access if deemed necessary;
8. Upon construction of the permanent facility, no off-street parking shall be located between the permanent facility and Harold Street; and

9. The proposed permanent facility shall meet all other applicable City Code requirements, including, but not limited to parking lot development standards.

PASSED BY THE BOARD OF ADJUSTMENT OF THE CITY OF MOSCOW THE 22 DAY OF May, 2019.



Joe Bazzoli, Chairman
Board of Adjustment

COMMITTEE STAFF REPORT

DATE: Monday, July 22, 2019



RESPONSIBLE STAFF

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Bond Proceeds Resolution (ACTION ITEM) - Gary J. Riedner / Sarah Banks

DESCRIPTION

On May 21, 2019, the City of Moscow presented a successful general obligation bond election to the voters, to fund capital projects, including a new police facility, repurpose and remodel of the current 4th Street police facility and Mann Building to house City operations. Staff has been working with a financial consultant and bond attorney to complete the process of issuance of the general obligation bonds, including conducting a bond rating conference with a rating agency, preparation of the bond ordinance (to be considered by City Council on August 5, 2019) and issuance of a Preliminary Official Statement. Bond Counsel has recommended that the City Council adopt a policy relating to the deposits and disposition of funds to pay the debt service on the bonds. The attached Resolution states the proposed policy relating to those matters.

STAFF RECOMMENDATION

Recommend adoption of the attached Resolution.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend adoption of the attached Resolution, or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. BondFundPolicy(2019)final

RESOLUTION NO. 2019 -

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ESTABLISHING POLICIES AND PROCEDURES REGARDING FUNDS TO BE DEPOSITED AND RETAINED TO PAY DEBT SERVICE ON GENERAL OBLIGATION BONDS ISSUED BY THE CITY OF MOSCOW; AND OTHER MATTERS RELATED THERETO; PROVIDING THAT THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the City of Moscow has the authority to issue General Obligation Bonds as authorized by Idaho law; and

WHEREAS, the purpose of this Resolution is to establish policies and procedures, in connection with the funds to be deposited and retained to pay debt service on General Obligation Bonds (Bonds) issued by the City of Moscow (City).

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow as follows:

1. Creation, Purpose, and Maintenance of Bond Fund

Payment of principal and interest due on Bonds shall be made by City from an account (the "Bond Fund") established under the ordinance(s) or resolution(s) authorizing the issuance of Bonds (collectively, "Bond Authorization"). As required by the Bond Authorization, the Bond Fund shall be maintained separate and apart from any other accounts of the City. All Bond Tax Receipts, as hereinafter defined, shall be credited to the Bond Fund to pay Bonds separate and apart from the funds for the payment of principal or interest on other bonds, and separate and apart from any Non-Bond Levy Revenues of City, as hereinafter defined.

The Bond Fund shall be monitored by the City's Finance Director. Unless otherwise provided by City resolutions, ordinances, agreements entered into in connection with the issuance of Bonds, or any tax certificate with respect thereto, the Finance Director shall maintain records and shall prepare regular, periodic statements regarding the investments, deposits, and disbursements involving funds held in the Bond Fund.

2. Definitions

- A. "Bond Tax Receipts" mean funds derived from City's general obligation bond levy under the applicable Bond Authorization, levied, assessed, certified, extended, and collected by City or on behalf of City by the County, annually, at the time when, and in the manner in which, other general taxes of City are levied, upon all the taxable property within the limits of City.
- B. "County" means the County of Latah, State of Idaho.
- C. "Investment Securities" means such investments as shall be legal investments for such funds under Idaho law as then in effect.

D. "Non-Bond Levy Revenues" mean revenues, including, but not limited to, operating levy property tax revenues, state funds in replacement of property tax revenues, sales tax revenue sharing funds, or other funds collected on City's behalf by the County and then disbursed to City.

3. Deposit of Funds into Bond Fund; Payment of Bonds

There shall be deposited into the Bond Fund no later than five (5) days after receipt of Bond Tax Receipts, and such other funds as City shall designate as irrevocably available to pay principal and interest on Bonds in amounts sufficient to meet the payments of principal and interest on Bonds as the same mature, as provided in the applicable Bond Authorization.

City shall pay debt service on Bonds from funds held in the Bond Fund pursuant to the provisions of the applicable Bond Authorization, but nothing contained herein shall be construed to prevent City from paying the interest on, or the principal of Bonds from any other funds which may be available for that purpose, including Non-Bond Levy Revenues.

4. Investment of Funds in Bond Fund

Moneys held in the Bond Fund shall be invested and reinvested by City to the fullest extent practicable in Investment Securities, which mature not later than such times as shall be necessary to provide moneys when needed for payment of debt service on Bonds. All investment earnings shall be retained in the Bond Fund.

5. Use of Funds in Bond Fund

City shall use the funds held in the Bond Fund for the timely payment of principal (including any redemption premium) and interest on City's Bonds, and related expenses, and for no other purpose. Upon payment in full of the Bonds, remaining funds in the Bond Fund may be applied by City in the manner provided by law.

6. That this Resolution shall become effective as of the date below.

PASSED AND APPROVED by the Mayor and City Council of the City of Moscow, Idaho this _____ day of August, 2019.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk