Moscow City Council

	Regular Meeting **~Agenda~**	Laurie M. Hopkins City Clerk
	www.ci.moscow.id.us	208.883.7015

Monday, August 5, 2019	**7:00 PM**	**Council Chambers** **206 E. Third St.**

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item; therefore, the Mayor may exercise discretion in deciding when to allow public comment during the course of the proceedings and limitations may be placed on the time allowed for comments. Citizens wishing to comment on business that is not on the agenda will be provided the opportunity to do so during the public comment item on the agenda. If you plan to address the Council, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Please note that Moscow City Council meetings are televised, videotaped and/or recorded. Thank you for your interest in City government.

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. **All Consent Items (ACTION ITEM)**

   A. Approval of Moscow City Council July 15, 2019 Minutes - Laurie M. Hopkins

   Minutes presented for approval.

   ACTION: Approve minutes.

   B. Proposed Lot Division at 418 East 8th Street - 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. This item was reviewed by the Public Works/Finance Committee on July 22, 2019 and recommended for approval.

   ACTION: Approve the lot division request with no conditions.

C. Funding Request from Latah County for McConnell Mansion Reroof Project – 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. This was reviewed by the Public Works/Finance Committee on July 22, 2019 and recommended for approval.

ACTION: Approve 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 include the amount in the FY2019 open budget process.

D. Bond Proceeds Resolution - 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.

This was reviewed by the Public Works/Finance Committee on July 22, 2019 and recommended for approval.

ACTION: Adopt the attached bond proceeds Resolution.

REGULAR AGENDA

2. **Staff Recognition Report - Gary J. Riedner**

3. **Mayors Appointments (ACTION ITEM)**

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

5. **Citizen Commission Report Sustainable Environment Commission – Kyle Steele / Steve McGeehan**

6. **Public Hearing: City of Moscow's FY2020 Annual Budget and Foregone (ACTION ITEM) - Gary J. Riedner**

   Staff will present the proposed City of Moscow FY2020 balanced budget in the amount of $101,447,045 considered by the City Council at their workshops held July 8 and 15, 2019. Increases in property taxes from FY2019 include the following: 3% allowable annual increase ($172,695), foregone taxing authority ($200,000), new construction ($131,276), and amortization of the voter-approved general obligation bond ($1,100,000). Included for City Council consideration is the FY2020 Annual Appropriation Ordinance, a Resolution to use forgone levying authority and the L2 property tax certification in the aggregate amount of $7,270,329.

   PROPOSED ACTIONS: Conduct the public hearing upon the FY2020 City of Moscow Annual Appropriation Ordinance and upon consideration of testimony presented:
   A. Approve the ordinance 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 other such other action deemed appropriate.
   B. Approve the resolution authorizing levy of $200,000 of foregone tax authority
   C. Authorize the Mayor’s execution of the L2 property tax certification in the aggregate amount of $7,270,329; or take other such action deemed appropriate.

7. **Public Hearing: FY2020 Proposed Fee Resolution (ACTION ITEM) - Gary J. Riedner**

   Any fee increase being proposed by more than 5% or any new fees require a public hearing pursuant to Idaho Code 63-1311A. Additionally, pursuant to Idaho Code 63-1311, the City's fees collected shall be reasonably related to the actual cost of the service provided. Staff will discuss proposed fee increases for the FY2020 budget year, which support the FY2020 budget proposal. The fee increases are due to the additional costs associated with the delivery of services including administration, operations and maintenance.

   PROPOSED ACTIONS: Conduct the public hearing and after considering testimony, approve the attached resolution with or without changes or take such other such action deemed appropriate.

8. 2019 Bond Ordinance (ACTION ITEM) - Gary J. Riedner

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 counsel to complete the process of issuance of the general obligation bonds, including preparation of a bond ordinance, including exhibits and ordinance summary, preliminary official statement, and application for bond rating from S&P Global rating agency. Also included is information on the Parity Electronic Bid Submission System, which will be utilized in the sale of the bonds. Danielle Quade, Bond Counsel with Hawley Troxell and Eric Heringer, Financial Consultant with Piper Jaffray will be in attendance to present and respond to City Council questions.

PROPOSED ACTIONS: Approve the Bond Ordinance 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.

9. 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. This was reviewed by the Public Works/Finance Committee on July 22,2019 and recommended for approval.

PROPOSED ACTIONS: Approve the attached Resolution or take other such action deemed appropriate.

REPORTS

City Council

Mayor

Staff

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.

Moscow City Council

Regular Meeting
~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, July 15, 2019	**7:00 PM**	**Council Chambers 206 E. Third St.**

The meeting was called to order at 7:00 p.m.
PRESENT: Mayor Bill Lambert, Art Bettge, Jim Boland, Kathryn Bonzo, Brandy Sullivan, Gina Taruscio, Anne Zabala
STAFF: Gary J. Riedner, Mike Ray, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE
Council Member Bettge led the Pledge of Allegiance.

CONSENT AGENDA

1. **All Consent Items (ACTION ITEM)**

   A. **Approval of Moscow City Council July 1, 2019 Minutes - Laurie M. Hopkins**

   B. **Disbursement Report June 2019 - Sarah Banks**

   Accounts Payable Report for the month ending June, 2019. This was reviewed and signed by the Public Works/Finance Committee on July 8, 2019 and recommended for approval.

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

   C. **Third Quarter Financial Report April 1, 2019 to June 30, 2019 for FY2019 - Sarah Banks**

   FY2019 Third Quarter Financial Report (April 1, 2019 to June 30, 2019). This was reviewed and signed by the Public Works/Finance Committee on July 8, 2019 and recommended for approval.

   ACTION: Approve the FY2019 Third Quarter Report.

Bettge moved and Boland seconded approval of the consent agenda. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REGULAR AGENDA

2. **Staff Recognition Report - Gary J. Riedner**

   None offered.

3. **Mayors Appointments (ACTION ITEM)**

   None offered.

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

   None offered.

5. Public Hearing: 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. This item was reviewed by the Public Works/Finance Committee on July 8, 2019.

PROPOSED ACTIONS: After conducting the public hearing and consideration of testimony received, approve the proposed Ordinance 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; or reject the Ordinance; or take such other action deemed appropriate.

Ray gave a brief background of the review of the use table and educational institutions and described some of the changes recommended by the Planning and Zoning Commission. 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.

Mayor Lambert opened the public hearing at 7:16 p.m. Hearing no testimony, the hearing was closed at 7:17 p.m.

Zabala suggested changing parking lots and garages in the Central Business Zoning District (CB) to be a conditional use, rather than a permitted use. Currently, a parking lot or structure only has an administrative review through staff. A change to a conditional use would require an application and fee and a public hearing before the Board of Adjustment. There are no design requirements for parking except in the Legacy Crossing District. Taruscio asked if there was any benefit to waiting to change to a conditional use until the downtown parking survey was completed. Bettge said the Council could proceed with the table as is and then revisit after the downtown survey as he is not in favor of the suggested change. Sullivan said it is an infrequent and unusual circumstance and warrants review, even if no conditions come from a review.

Zabala moved to approve the proposed ordinance accepting the table as proposed with the exception of line 812930, in the CB column, change from permitted use to conditional use, under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Bonzo seconded. Roll Call Vote: Ayes: Four (4). Nays: Two (Bettge, Taruscio). Abstentions: None. Motion carried.

Mayor Lambert read Ordinance 2019-07:
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 4, CHAPTER 3; PROVIDING FOR AMENDMENTS TO THE LAND USE TABLE FOR EDUCATIONAL SERVICES, HEALTH CARE SERVICES, SELF-STORAGE FACILITIES, COMMERCIAL AND INDUSTRIAL MACHINERY AND EQUIPMENT REPAIR AND MAINTENANCE, OFF-STREET PARKING AREAS, AND PARKING LOTS AND GARAGES; 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.

6. 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. This was reviewed by the Public Works/Finance Committee on July 8, 2019 and recommended for approval. Staff will prepare a right-of-way encroachment agreement to be executed by the University after review of the specific improvements to be constructed.

PROPOSED ACTIONS: Approve the University's Engineering Variance request and authorizing Staff to execute a right-of-way encroachment agreement with the University after review of the specific improvements to be constructed or take other such action deemed appropriate.

Riedner introduced the item as written above. An encroachment agreement needs to be negotiated once the final design is completed. The primary vehicles using the right-of-way would be delivery and services.

Ray Pankopf, Director of Engineering, U of I, said this project has been desired for a long time and is in the long-range campus development plan. The U of I wants to improve streets that are in the core of campus that are serving as pedestrian malls, and to make the Pitman Center more welcoming to the main campus which is where welcome tours begin.

Boland moved to approve the university's engineering variance request and authorizing staff to execute a right-of-way encroachment agreement with the University after review of the specific improvements to be constructed. Bettge seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

7. Partnership for Economic Prosperity Status Report - Gary J. Riedner / Dan Ewart

Riedner introduced Dan Ewart, President of PEP. When PEP began three years ago, the partners agreed to provide funding for three years. PEP assists with community development grants and efforts and major site visits. PEP is an advocate for the city and the county attracting businesses and in the last couple years had 5 site visits. PEP works closely with Idaho Department of Commerce and has a growing number of business consultations and collaboration with regional organizations. PEP has created a web-based set of resources for entrepreneurs and provide economic data from all the communities in Latah County on the PEP website. They have worked on a regional housing study and send quarterly and annual reports. Currently, PEP is working on creating a strategic plan. The Mayor thanked Ewart for the report.

REPORTS

City Council

1912 Facilities - Boland said the second floor is being developed and has parking capacity issues which will go before the Board of Adjustment.

Moscow Arts Commission - Bettge said the RFP for the art at C and Main streets is published. The Commission is also working on development of art for the MPD with the theme of protecting the vulnerable.

Transportation Commission - Zabala said they discussed bike facilities map complaints and a process for handing them; Third Street corridor with termination at Jefferson, same as the ALTA option three.

Farmers Market Commission - Sullivan said they received a presentation from Steve Peterson regarding the market report and will include it with their annual report.

Moscow Urban Renewal Agency - Sullivan reported the Agency discussed their budget and supported a 90 day extension for 6th and Jackson lot design.

Council Members reported on other events and meetings.

Mayor

Mayor Lambert said he attended the July 4 events, the quarterly regional meeting, and budget workshops.

Staff

Riedner said the bond ordinance, budget and fee resolution is scheduled for the August 5th City Council meeting.

ADJOURN

The meeting adjourned at 8:09 p.m.

____
Bill Lambert, Mayor

ATTEST:

____
Laurie M. Hopkins, City Clerk

CITY COUNCIL STAFF REPORT

DATE: Monday, August 5, 2019

RESPONSIBLE STAFF	REVIEWED BY
Michael Ray, Assistant CD Director/Planning Manager	This item was reviewed by the Public Works/Finance Committee on July 22, 2019 and recommended for approval.
ADDITIONAL PRESENTER(S)	**OTHER RESOURCES**

AGENDA ITEM TITLE

Proposed Lot Division at 418 East 8th Street - 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. This item was reviewed by the Public Works/Finance Committee on July 22, 2019 and recommended for approval.

STAFF RECOMMENDATION

Approve of the lot division request with no conditions.

PROPOSED ACTIONS

ACTION: Approve the lot division request with no conditions.

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

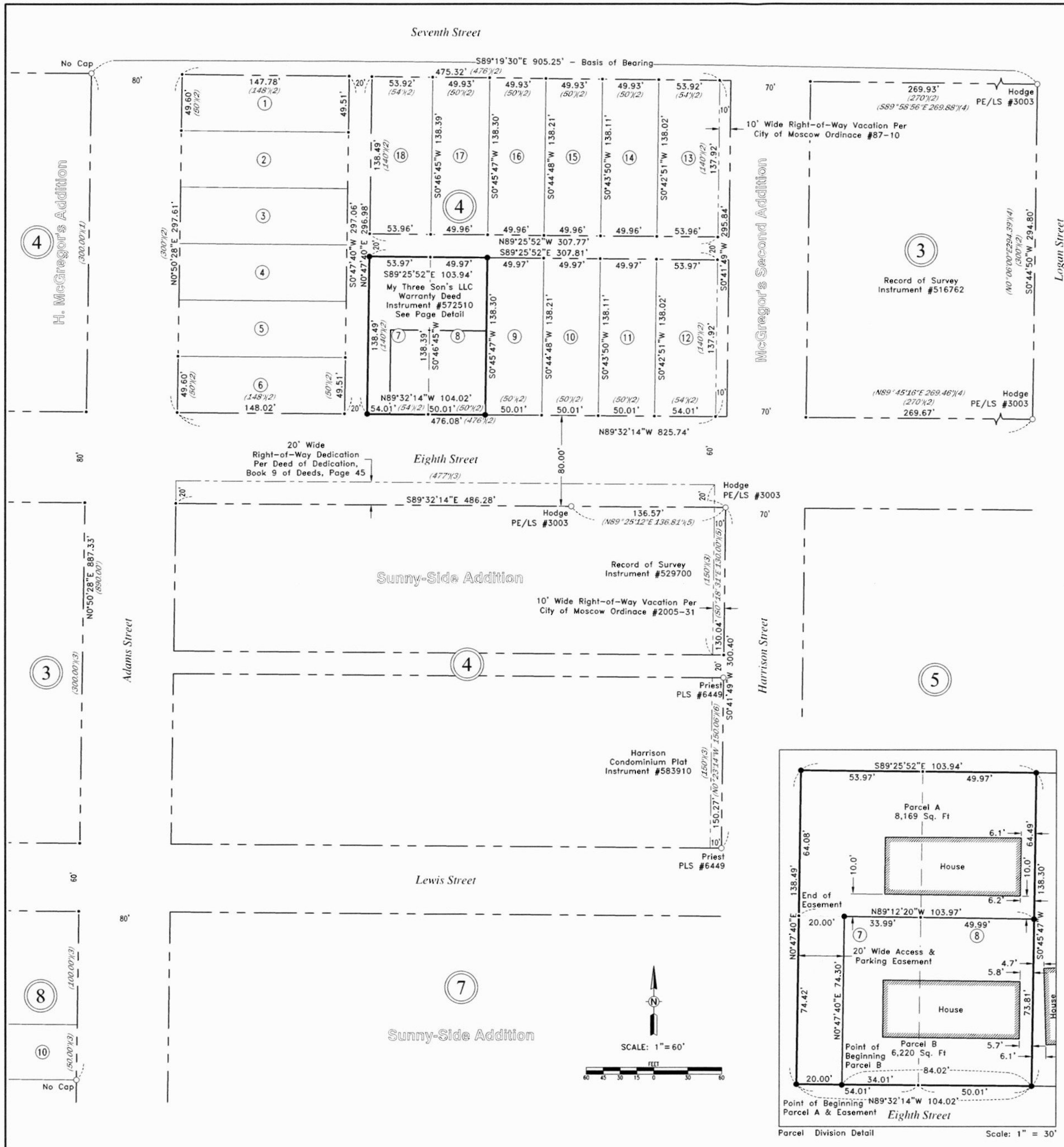
Attached are the following:

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.



Section 17, T39N, R5W, BM

Survey References:

1. H. McGregor's Addition to the City of Moscow, Book 1 of Plats, Page 19.
2. McGregor's 2nd Addition to the City of Moscow, Book 2 of Plats, Page 9.
3. Sunny-Side Addition to the City of Moscow, Book 3 of Plats, Page 21.
4. Record of Survey, Instrument #516762, by L. Hodge, PE/LS #3003.
5. Record of Survey, Instrument #529700, by A. Younger, PLS #12724.
6 Condominium Plat of Harrison Condominiums, instrument #583910 by D. Priest, PLS #6449.
8. Deed of Dedication, Book 9 of Deeds, Page 45.
9. City of Moscow Right-of-Way Vacation, Ordinance #87-10, Instrument #362266.
10. City of Moscow Right-of-Way Vacation, Ordinance #2005-31, Instrument #500350.
11. 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 McGegor'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
- 1 Block Number
- 1 Lot Number
- (100') 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: ____________

____________ M.

HENRIANNE WESTBERG
LATAH COUNTY RECORDER

FEE $____________ BY____________

RIM ROCK CONSULTING, INC.

PRELIMINARY NOT FOR RECORDING

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**;

PROFESSIONAL LAND SURVEYOR
REGISTERED
6449
STATE OF IDAHO
DUANE E. PRIEST

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**;

F:\4158 Ching-Pi Wang ROS\4158-Word\Parcel B - Legal Description.docx

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.

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

OFFICIAL STAMP
DIANE M BENNETT
NOTARY PUBLIC-OREGON
COMMISSION NO. 933726
MY COMMISSION EXPIRES NOVEMBER 04, 2018

NO. 572510
AT THE REQUEST OF
LATAH COUNTY TITLE CO.
DATE & HOUR
6.11.15 12:45
HENRIANNE K. WESTBERG,
LATAH COUNTY RECORDER
FEE $ 13.00 BY:

COMMITTEE STAFF REPORT

DATE: Monday, August 5, 2019

RESPONSIBLE STAFF

ADDITIONAL PRESENTER(S) OTHER RESOURCES

AGENDA ITEM TITLE

Funding Request from Latah County for McConnell Mansion Reroof Project – 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.

This was reviewed by the Public Works/Finance Committee on July 22, 2019 and recommended for approval

STAFF RECOMMENDATION

If City Council approves the request, direct staff to include the amount of $19,750 in the City's open budget process for FY2019.

PROPOSED ACTIONS

ACTION: Approve 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 include the amount in the FY2019 open budget process.

FISCAL IMPACT

$19,750 from Legislative Non-Prioritized Projects line item 101-010-10-670-16

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.

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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.

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

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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.

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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

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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

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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

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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.

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COMMITTEE STAFF REPORT

DATE: Monday, August 5, 2019

RESPONSIBLE STAFF

Gary Riedner, City Supervisor

ADDITIONAL PRESENTER(S)   OTHER RESOURCES

AGENDA ITEM TITLE

Bond Proceeds Resolution - 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

Adopt the attached bond proceeds Resolution.

PROPOSED ACTIONS

ACTION: Adopt the attached bond proceeds Resolution.

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 DEPOSITIED 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

CITY COUNCIL STAFF REPORT

DATE: Monday, August 5, 2019

RESPONSIBLE STAFF	REVIEWED BY
Gary Riedner, City Supervisor	

ADDITIONAL PRESENTER(S)	OTHER RESOURCES
Sarah Banks, Finance Director	

AGENDA ITEM TITLE

Public Hearing: City of Moscow's FY2020 Annual Budget and Foregone (ACTION ITEM) - Gary J. Riedner

DESCRIPTION

Staff will present the proposed City of Moscow FY2020 balanced budget in the amount of $101,447,045 considered by the City Council at their workshops held July 8 and 15, 2019. Increases in property taxes from FY2019 include the following: 3% allowable annual increase ($172,695), foregone taxing authority ($200,000), new construction ($131,276), and amortization of the voter-approved general obligation bond ($1,100,000). Included for City Council consideration is the FY2020 Annual Appropriation Ordinance, a Resolution to use forgone levying authority and the L2 property tax certification in the aggregate amount of $7,270,329.

STAFF RECOMMENDATION

Conduct the public hearing upon the FY2020 City of Moscow Annual Appropriation Ordinance and upon consideration of testimony presented:
A. Approve the ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; and
B. Approve the resolution authorizing levy of $200,000 of foregone tax authority; and
C. Authorize the Mayor's execution of the L2 property tax certification in the aggregate amount of $$7,270,329.

PROPOSED ACTIONS

PROPOSED ACTIONS: Conduct the public hearing upon the FY2020 City of Moscow Annual Appropriation Ordinance and upon consideration of testimony presented:
A. Approve the ordinance 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 other such other action deemed appropriate.
B. Approve the resolution authorizing levy of $200,000 of foregone tax authority
C. Authorize the Mayor's execution of the L2 property tax certification in the aggregate amount of $7,270,329; or take other such action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. FY20 L2 worksheet
2. FY20 L2 signature page
3. ForegoneAmount FY2020Budget mb
4. Ordinance 2019 Appropriations Ordinance FY2020(pm2)mb

2019 L-2 Worksheet (must be attached to the L-2 form)

District Name: City of Moscow

Computation of allowable 3% budget increase:				
*Enter the amount from the "Highest Non-Exempt P-Tax Budget + P-Tax Replacement" column from the "Maximum Budget and Forgone Amount Worksheet."			**(1)**	5,756,499
Multiply line 1 by 3%.			**(2)**	172,695
Enter the total amount you received for Solar Farm Tax from the immediate prior year.			**(3)**	
New Construction & Annexation allowable budget increases calculation:				
Enter the 2018 non-exempt levy rate from the "Maximum Budget and Forgone Worksheet".	**(4)**	0.004487543		
Enter the 2019 value of district's new construction roll from each applicable county below:				
County Name		**Value**		
Latah County	**(A)**	29,253,504		
	(B)			
	(C)			
	(D)			
Total of New Construction Roll Value:	**(5)**	**29,253,504**		
New Construction Roll allowable budget increase (multiply line 5 by line 4).			**(6)**	131,276
Enter the 2019 value of district's annexation value from the applicable county below:				
Enter the 2019 value of annexation from property assessed by the county.	**(7)**	-		
Annexation allowable budget increase (multiply line 7 by line 4).			**(8)**	-
Total Non-Exempt Allowable Budget (before P-tax Replacement and P-tax Substitute Funds deductions):				
Add lines 1+2+3+6+8			**(9)**	6,060,470
Property Tax Replacement:				
Enter yearly amount of the agricultural equipment replacement money.	**(10)**	376		
Enter yearly amount of the personal property replacement money.	**(11)**	89,765		
Information Reported in indicated columns of the "Recovered/Recaptured Property Tax and Refund List":				
Enter the Solar Farm Tax reported in column 1.	**(12)**			
Enter the recovered Homeowner's Exemption property tax reported in column 2.	**(13)**			
Enter the total amount reported in columns 3.	**(14)**			
Enter the total amount reported in columns 4, 5, and 6.	**(15)**			
Enter the total of lines 10 thru 15: (Col. 5 of L-2 must equal this amount).			**(16)**	90,141
Forgone Amount Section: Please complete this section even if you don't plan on using or disclaiming your forgone amount.				
Enter the total forgone amount reported on the "Maximum Budget and Forgone Amount Worksheet."	**(17)**	324,296		
Enter any disclaimed forgone amount. This amount can't exceed what is reported on the resolution.	**(18)**			
Enter the forgone amount included in your budget. This amount can't exceed what is reported on the attached resolution.			**(19)**	200,000
Maximum Allowable Non-exempt Property Tax, Including Forgone Amount, That Can Be Levied:				
Maximum non-exempt property tax budget including forgone amount. Line 9 minus 16 plus 19.			**(20)**	6,170,329

* = The reported amount excludes the I.C.§ 63-1305C refund.

2019 Dollar Certification of Budget Request to Board of County Commissioners L-2

(the L-2 worksheet and applicable "Voter Approved Fund Tracker" and budget publication must be attached)

District or Taxing Unit's Name: City of Moscow

Fund	Total Approved Budget*	Cash Forward Balance	Other revenue ***NOT*** shown in Column 5	Property Tax Replacement From Line 16 of L-2 Worksheet	Balance to be levied Col. 2 minus (Cols. 3+4+ 5)
1	2	3	4	5	6
General Fund	16,851,897	86,523	10,504,904	90,141	6,170,329
GO Bond & Interest	1,100,000				1,100,000
All Other Funds: Non Tax	83,495,148	27,232,609	56,262,539		-
Column Total:	101,447,045	27,319,132	66,767,443	90,141	7,270,329

If the budget includes any forgone amount, complete this section:

I, the undersigned, attest that this district held a public hearing and approved the attached resolution that indicates that up to $ 200,000 of available forgone increase is authorized to be levied and the specific purpose for which this amount is being budgeted. This amount can not exceed the lesser of the amount shown in the resolution or line 19 of the L-2 worksheet.

I certify that the amounts shown above accurately reflect the budget being certified in accordance with the provisions of I.C. §63-803.

To the best of my knowledge, this district has established and adopted this budget in accordance with all provisions of Idaho Law.

Signature of District Representative	**Title**	**Date**

Please print above: Contact Name and Mailing Address	**Email Address:**	
Phone Number: ( )	**Fax Number:** ( )	

* = Do not include revenue allocated to urban renewal agencies.

Revised 5/17/2010 (form BL008)

RESOLUTION NO. 2019 -

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ESTABLISHING A POLICY TO USE FOREGONE LEVYING AUTHORITY TO ADDRESS ISSUES ASSOCIATED WITH POLICE OFFICER COMPENSATION; PROVIDING THAT THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE, AND APPROVAL.

WHEREAS, the City of Moscow intends to include two hundred thousand dollars ($200,000) of three hundred twenty-four thousand two hundred ninety-six dollars ($324,296) in foregone levying authority in its FY2020 budget; and

WHEREAS, the City of Moscow requires this extra revenue to address issues associated with police officer compensation;

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

1. That this forgone amount shall be included in City's FY2020 Budget.

2. That the foregone amount of two hundred thousand dollars ($200,000), is to be used to address issues associated with police officer compensation.

3. 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 _____________, 2019.

____
Bill Lambert, Mayor

ATTEST:

____
Laurie M. Hopkins, City Clerk

ORDINANCE NO. 2019 – __

AN ORDINANCE ENTITLED "ANNUAL APPROPRIATION ORDINANCE" APPROPRIATING ONE HUNDRED ONE MILLION FOUR HUNDRED FORTY-SEVEN THOUSAND FORTY-FIVE DOLLARS ($101,447,045) FOR THE PURPOSE OF DEFRAYING ALL NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF MOSCOW, LATAH COUNTY, STATE OF IDAHO, FOR THE 2020 FISCAL YEAR BEGINNING THE FIRST DAY OF OCTOBER, 2019, AND ENDING THE THIRTIETH DAY OF SEPTEMBER, 2020, AND ALLOTTING RESOURCES BY FUND FOR SAID APPROPRIATION FOR THE OBJECTS AND PURPOSES SET FORTH IN THIS ORDINANCE; LEVYING AD VALOREM TAXES IN THE AMOUNT OF SEVEN MILLION THREE HUNDRED SIXTY THOUSAND FOUR HUNDRED SEVENTY DOLLARS ($7,360,470) FOR THE 2020 FISCAL YEAR; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MOSCOW, IDAHO AS FOLLOWS:

SECTION 1: There is hereby appropriated out of any monies in the treasury of the City of Moscow, Idaho, not otherwise appropriated, and out of any revenue which the City of Moscow may acquire between the 1st day of October, 2019, and the 30th day of September, 2020, the sum of one hundred one million four hundred forty-seven thousand forty-five dollars ($101,447,045) for the purpose of defraying all necessary expenses and liabilities of such corporation for the fiscal year beginning the 1st day of October, 2019 and ending the 30th day of September, 2020.

SECTION 2: The following sums are hereby appropriated and allocated for the purpose of defraying expenses and liabilities for the following objects and purposes:

	Adopted Budget
General Fund	
General Government	$ 8,267,197
Public Safety	$ 8,584,700
Total General Fund	**$ 16,851,897**
Street Fund	$ 3,332,714
Transit Center	$ 36,508
Recreation & Culture Fund	
Parks & Recreation Fund	$2,923,675
Art Fund	$269,026
Community Events	$204,536
Total Recreation & Culture Fund	**$3,397,237**

1912 Center Fund	$ 110,100
Hamilton Trust Fund	$ 93,903
Enterprise Funds	
Water Fund	$ 6,770,380
Sewer Fund	$ 9,699,474
Sanitation Fund	$ 6,205,773
Total Enterprise Funds	**$ 22,675,627**
Fleet Management Fund	$3,562,993
Information Systems Fund	$ 1,746,953
Capital Construction Funds	
Water Capital Projects Fund	$7,293,632
Sewer Capital Projects Fund	$10,018,376
Sanitation Capital Projects Fund	$5,935,060
Capital Projects Fund	$15,292,981
LID Construction Fund	$166,748
Total Capital Construction Funds	**$38,706,797**
Debt Service Funds	
General Obligation	$10,752,964
Special Assessment Fund	$30,618
Total Debt Service Funds	**$10,783,582**
GRAND TOTAL	**$101,447,045**

SECTION 3: That the City of Moscow hereby certifies a tax levy in an amount not to exceed $7,270,329 on the taxable market value of all taxable property within the corporate limits of the City of Moscow, Latah County, Idaho, to provide revenue for the following purposes:

Activity	**Taxable Amount Certified**
General Fund	$6,170,329
General Obligation Bond Fund	$1,100,000
Total	**$7,270,329**

SECTION 4: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions.

SECTION 5: That the City Clerk of the City of Moscow is hereby directed to file a certified copy of this Ordinance with the County Commissioners of Latah County, Idaho, and the Secretary of State in accordance with Idaho Code Sections 50-1003 and 50-1007.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED by the Council and APPROVED by the Mayor this ______ day of August, 2019.

____
Bill Lambert, Mayor

ATTEST

____
Laurie M. Hopkins, City Clerk

City Council Staff Report

DATE: Monday, August 5, 2019

RESPONSIBLE STAFF	REVIEWED BY

ADDITIONAL PRESENTER(S)	OTHER RESOURCES

AGENDA ITEM TITLE

Public Hearing: FY2020 Proposed Fee Resolution (ACTION ITEM) - Gary J. Riedner

DESCRIPTION

Any fee increase being proposed by more than 5% or any new fees require a public hearing pursuant to Idaho Code 63-1311A. Additionally, pursuant to Idaho Code 63-1311, the City's fees collected shall be reasonably related to the actual cost of the service provided. Staff will discuss proposed fee increases for the FY2020 budget year, which support the FY2020 budget proposal. The fee increases are due to the additional costs associated with the delivery of services including administration, operations and maintenance.

STAFF RECOMMENDATION

Conduct the public hearing and after considering testimony, approve the attached resolution as presented.

PROPOSED ACTIONS

PROPOSED ACTIONS: Conduct the public hearing and after considering testimony, approve the attached resolution with or without changes or take such other such action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Res2019 FY2020 Fee Resolution DRAFT

RESOLUTION NO. 2019 – ___

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF IDAHO, ADOPTING A SCHEDULE OF REVISED FEES FOR SERVICES PROVIDED AND REGULARLY CHARGED AS SPECIFIED BY CITY CODE; AND PROVIDING FOR THE EFFECTIVE DATE OF ALL FEES.

WHEREAS, Pursuant to Idaho Code Sections 63-1311 and 63-1311A regarding City fees for services and fee increases; and

WHEREAS, City Council deems it advisable to adopt existing fees set by earlier ordinances and resolutions in one general fee resolution; and

WHEREAS, Council has determined that the revised fees included in this Resolution are appropriate and are reasonably related to the purpose for which such fees are charged.

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

1. That the fees set forth in Exhibit "A" attached hereto and made a part hereof, be in force and effect in all matters relating to fees from and after the 1st day of October 2019.
2. That this Resolution replaces Resolution 2018-15.
3. That any Resolution or provision thereof which is inconsistent with this Resolution is hereby repealed.

ADOPTED by the Council and APPROVED by the Mayor this _____ day of ________________, 2019.

____
Bill Lambert, Mayor

ATTEST:

____
Laurie M. Hopkins, City Clerk

CITY OF MOSCOW
FEE SCHEDULE

RESOLUTION NO. 2019 – **EXHIBIT "A"** **EFFECTIVE 10-01-2019**

SUBJECT	FEE
LAND USE AND DEVELOPMENT FEES	
A. Conditional and Special Use Permits	~~475.00~~ 500.00
B. Variance	~~475.00~~ 500.00
C. Zoning or Comprehensive Plan Amendments	~~850.00~~ 895.00
D. Annexation Request (includes Comprehensive Plan and Zoning Review)	~~940.00~~ 990.00
E. Planned Unit Developments and Design Reviews	
1. Preliminary or Major Amendment	~~540.00~~ 565.00
2. Final PUD:	
Community Development Department	~~260.00~~ 275.00
Engineering Department	~~260.00~~275.00 plus ~~26.00~~27.00 per lot
3. Minor Amendment or Design Review (where required)	~~210.00~~ 220.00
F. Subdivision Plat	
1. Preliminary Plat	~~850.00~~ 895.00
2. Final plat:	
Community Development Department	~~195.00~~ 205.00
Engineering Department	~~260.00~~275.00 plus ~~26.00~~27.00 per lot
G. Lot Division Request:	
Community Development Department	~~220.00~~ 230.00
Engineering Department	~~125.00~~130.00 plus ~~15.00~~15.50 per lot
H. Lot Line Adjustment Request:	
Community Development Department	~~85.00~~ 90.00
Engineering Department	~~125.00~~ 130.00 plus ~~15.00~~15.50 per lot
I. Multi Family or Commercial Site Plan Review or Parking Lot Development or Modification Review:	
Community Development Department (applicable only when there is no related building permit)	~~110.00~~ 115.00
Engineering Department (two [2] submittals)	~~80.00~~ 85.00 plus ~~5.00~~ 5.50 per parking space
J. Fence Permit (fences over six feet in height may require a structural building permit)	29.50
K. Accessory Structure Permit (One-story detached residential accessory building used as tool and storage sheds with a floor area less than 200 sq. ft. and where no building permit is required)	29.50

L.	Floodplain Development Permit	~~70.00~~ 72.50
M.	Sign Permits (Additional electrical permit required for electrical signs)	
	1. Permanent Signs	~~70.00~~ 72.50
	2. Portable Signs	29.50
	3. Temporary Signs	16.00
N.	Mobile Home Park Fees	
	1. Plan Review of Mobile Home Parks	~~510.00~~ 535.00
	2. Final Plan Review of Mobile Home Parks	~~240.00~~ 250.00
	3. Construction Permits (to be issued by the Administrative Authority upon approval of all final plans by the City Council to start construction)	~~475.00~~ 500.00 plus per lot fee of ~~6.00~~ 6.50
	~~Park Operator's Permit (to be issued by the Administrative Authority upon completion of development and satisfactory final inspection)~~	~~23.00~~
	~~Space Occupancy Permit (to be issued to mobile home park owners to allow occupancy upon completion of development and satisfactory final inspection)~~	~~11.50~~
O.	Recreational Vehicle Parks	
	1. Preliminary Plan Review Fee	~~420.00~~ 440.00
	2. Final Plan Review Fee	~~240.00~~ 250.00
P.	Telecommunications Zoning Review	~~240.00~~ 250.00
Q.	Appeals (For an appeal of any decision of City board and/or commission, Zoning Administrator determination, or Building Official Determination)	~~240.00~~ 250.00
GRADING PERMIT FEES		
A.	Grading Plan Review Fees	
	1. 50 cubic yards or less	No Fee
	2. 51 to 100 cubic yards	29.40
	3. 101 to 1,000 cubic yards	43.00
	4. 1,001 to 10,000 cubic yards	58.00
	5. 10,001 to 100,000 cubic yards	58.00 for 1st 10,000 cubic yards plus 29.00 for each additional 10,000 cubic yards or fraction thereof
	6. 100,001 cubic yards to 200,000 cubic yards	320.00 for 1st 100,000 cubic yards plus 16.25 for each additional 10,000 cubic yards or fraction thereof
	7. 200,001 cubic yards or more	483.50 for 1st 200,000 cubic yards plus 8.65 for each additional 10,000 cubic yards or fraction thereof

B. Grading Permit Fees	
1. Permit Issuance Fee	26.50
2. 50 cubic yards or less	29.50
3. 51 to 100 cubic yards	43.00
4. 101 to 1,000 cubic yards	43.00 for 1st 100 cubic yards plus 20.50 for each additional 100 cubic yards or fraction thereof
5. 1,001 to 10,000 cubic yards	228 for 1st 1,000 cubic yards plus 17.25 for each additional 1,000 cubic yards or fraction thereof
6. 10,001 to 100,000 cubic yards	383.00 for 1st 10,000 cubic yards plus 78.25 for each additional 10,000 cubic yards or fraction thereof
7. 100,001 cubic yards or more	1,088.00 for 1st 100,000 cubic yards plus 43.00 for each additional 10,000 cubic yards or fraction thereof
BUILDING PERMIT FEES	
A. Permit Issuance Fee (charged with all permits except flat fee and commercial and institutional permits)	~~26.50~~ 27.50
B. Plan Review Fee (Only for projects over $10,000 in valuation, excluding commercial windows, doors and roofs.)	65% of Building Permit Fee (40% of Building Permit Fee for Duplicate Plans)
C. Plan Review Deposit (credited toward plan review fee)	500.00
D. Building Permit Fees Valuation based on the ICC Building Valuations as published in the February issue of the Building Safety Journal with the following additions: Decks $13.00 sq ft, Porches $19.00 sq ft, Pole Buildings $20.00 sq ft, Unfinished Basement $43.00 **Foundation Permits for Modular Homes** Crawl Space $21.40, Unfinished Basement $43.00 and Finished Basement $107.08.	
Total Valuation	Valuation Fee
$1.00 to $500.00	~~27.00~~ 27.50
$501.00 to $2,000	27.00 for first 500.00 plus 3.50 for each additional 100 or fraction thereof to and including 2,000
$2,001 to $25,000	79.50 for the first 2,000 plus 14.50 for each additional 1,000 or fraction thereof, to and including 25,000
$25,000 to $50,000	413.00 for first 25,000 plus 10.50 for each additional 1,000 or fraction thereof, to and including 50,000
$50,001 to $100,000	675.50 for the first 50,000 plus 7.50 for each additional 1,000 or fraction thereof to and including 100,000

$100,000 and up	1050.50 for first 100,000 plus 6.00 for each additional 1,000 or fraction thereof.
E. Other inspections and flat fee permits:	
1. Inspections outside normal business hours (per hour; minimum charge – 2 hrs.)	~~63.50~~ 66.50
2. Re-inspection fee	~~63.50~~ 66.50
3. Inspection for which no fee is specifically indicated (per hour; minimum charge - one-half hour)	~~63.50~~ 66.50
4. Special Inspection (when required by the Building Official)	~~63.50~~ 66.50
5. Additional plan review required by changes, additions or revisions to approved plans (per hour; minimum charge – one-half hour)	~~63.50~~ 66.50
6. Structure Moving permit	~~63.50~~ 66.50
7. Inspection of building to be moved	Same as Certificate of Compliance inspection
8. No Permit – Failure to obtain a permit before commencing work	Fee equal to the building permit fee
9. Certificate of Compliance Inspection	
a. Building Ins. (structural & zoning)	~~63.50~~ 66.50
b. Commercial Roofing	~~63.50~~ 66.50
c. Foundation only	~~63.50~~ 66.50
d. Existing wood stove	~~63.50~~ 66.50
e. Electrical	~~63.50~~ 66.50
f. Plumbing	~~63.50~~ 66.50
g. Heating (mechanical)	~~63.50~~ 66.50
10. Demolition Permit	
a. Simple Demolition (non-structural alterations)	~~55.00~~ 57.50
b. Complex Demolition (structural or complete building demolition)	~~237.00~~ 245.00
11. Re-roofing permits for residential structures up to four units (commercial re-roofs require full building permit).	~~57.50~~ 60.00
12. Residing permit (residential up to four units, commercial requires full building permit)	~~57.50~~ 60.00
13. Residential Window & Exterior and Fire Door Installations (residential up to four units, commercial projects require full building permit)	~~57.50~~ 60.00
14. Installation Permits for Mobile/Manufactured Home and Prefabricated Storage Buildings 300 square feet or less with Manufactures Structural Plans (for installations not involving permanent foundations. Additional fees may apply for foundation	~~57.50~~ 60.00

permits.)	
15. Certificate of Occupancy – Existing Commercial Buildings (includes life safety inspections)	~~63.50~~ 66.50
Plumbing Permit Fees	
A. Permit issuance fee (charged with all permits except flat fee and commercial and institutional permits)	~~26.50~~ 27.50
B. Plumbing residential permit – per dwelling unit (single family and two family only)	~~18.75~~ 19.50 plus ~~9.75~~ 10.00 per plumbing fixture
C. Plumbing appliance installation (water heaters and boilers)	~~18.75~~ 19.50
D. Commercial (includes multi-family dwellings, fraternities and sororities) Fee based on contract price:	
1. 0 - $2,000 Contract Price	30.00 plus 4% contract price up to 2,000
2. $2,000 - $10,000 Contract Price	110.00 plus 3% of contract price over 2,000
3. $10,000 - $100,000 Contract Price	350.00 plus 2% of contract price over 10,000
4. Over $100,000 Contract Price	2,150 + 1% of contract price over 100,000
E. Additional fees: in addition to aforementioned permit fee and residential or commercial/industrial fees, the following charges will be made:	
1. Each lawn sprinkler system backflow device	~~12.50~~ 13.00
2. Vacuum breakers or backflow	~~12.50~~ 13.00
3. For each gray water system	~~60.00~~ 63.00
4. Prefabricated homes, manufactured home	~~49.50~~ 52.00
5. Fire sprinkler inspection and plan review	~~116.00~~ 120.00 plus ~~1.50~~ 2.00 per sprinkler head
Electrical Permit Fees	
A. Permit issuance fee (charged with all permits except flat fee and commercial and institutional permits)	~~26.50~~ 27.50
B. Temporary service	~~18.75~~ 19.50
C. New Residential Electrical Permit - per dwelling unit (single family and two family only)	
1. New Dwelling unit electrical service and wiring	0.115 per sq. ft.
2. Electric Furnaces and unit space heaters (per appliance)	~~5.00~~ 5.50
D. Alterations and Others	
1. Electrical Service Change Out	~~60.00~~ 63.00
2. Extension or addition of up to six (6) circuits	~~38.50~~ 40.00

3. Extension or addition of more than six (6) circuits	~~59.50~~ 62.00
4. Electric Furnaces, Heat Pump, Air Conditioners, Unit Space Heaters and Ventilation Fans (per appliance)	~~7.25~~ 7.50
5. Domestic Water Pumps	~~29.25~~ 30.00
6. Mobile Homes in a mobile home park	~~69.75~~ 73.00
E. Commercial (includes multi-family dwellings, fraternities and sororities, and distribution wiring and pedestals for mobile parks). Fee based on contract price:	
1. $0 – $2,000 contract price	30.00 plus 4% of contract price up to 2,000
2. $2,000 - $10,000 contract price	110.00 plus 3% of contract price over 2,000
3. $10,000 - $100,000 contract price	350.00 plus 2% of contract price over 10,000
4. Over $100,000 contract price	2,150 plus 1% of contract price over 100,000
Gas/Mechanical Permit Fees	
A. Gas/Mechanical Permits	
1. Permit Issuance Fee (charged with all permits except flat fee and commercial permits)	~~26.50~~ 27.50
2. Residential install of gas fueled furnace, water heater, boiler, fireplace, unit or space heater, per appliance by the BTU as follows:	
a. 0 – 180 thousand BTU	~~31.50~~ 33.00
b. 181 thousand BTU and above	~~39.50~~ 41.00
3. Gas Piping – Fixture or appliance outlets (per outlet)	~~8.75~~ 9.00
4. Wood/Pellet Stoves	~~18.75~~ 19.50
5. Air handlers, for each air-handling unit, including ducts attached thereto	~~16.50~~ 17.25
6. Commercial (includes multi-family dwellings, fraternities and sororities) Fee based on contract price:	
a. $0 - $2,000 Contract Price	30.00 plus 4% of contract price up to 2,000
b. $2,000 - $10,000 Contract Price	110.00 plus 3% of contract price over 2,001
c. $10,000 - $100,000 Contract Price	350.00 plus 2% of contract price over 10,000
d. Over $100,000 Contract Price	2,150 plus 1% of contract price over 100,000

7. Installation, relocation or replacement of each appliance vent installed and not included in an appliance permit.	~~10.50~~ 11.00
8. Repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, or similar system, including installation of controls regulated by this Code.	~~21.50~~ 22.50
9. For each ventilation fan connected to a single duct	~~10.50~~ 11.00
ENGINEERING SERVICES	
~~Engineering PUD and subdivision plat review~~	~~260.00 plus 26.00 per lot~~
~~Engineering CUP/SUP review~~	~~$90.00~~
~~Engineering plan review for multi-family commercial and institutional site plan review or parking lot development or modification review~~	~~80.00 plus 5.00 per parking space~~
A. Engineering public improvement plan review (2 submittals)	~~120.00~~ 125.00 plus ~~35.00~~ 36.50 per plan sheet
B. Engineering extended plan review (3rd submittal and beyond) for: Multi-Family and Commercial Site Plan Reviews Parking Lot Development or Modification Reviews Public Improvements Plan Reviews Other Miscellaneous Plan Reviews	~~55.00~~ 57.75/hr
C. Engineering grading plan review including erosion control agreement	~~125.00~~ 130.00 each
D. Grading Permit Security Deposit	3% of estimated total cost of grading and excavation
E. Engineering telecommunication review – on City facilities only	~~1700.00~~ 1,785.00 each
F. Engineering review of revisions or modification to existing telecommunications facilities on City facility	~~200.00~~ 210.00
G. Engineering development agreements including legal review	~~250.00~~ 262.50
H. Engineering monumentation agreements including legal review	~~120.00~~ 125.00
I. Engineering inspection (subdivision, PUD, commercial, and multi-family residential)	1.25% of public improvements construction cost as verified by City
J. Engineering "as-constructed" plan preparation	~~250.00~~ 262.50 plus ~~35.00~~ 36.75 per plan sheet
K. Engineering easement document review/preparation	~~70.00~~ 73.50
L. Highway right-of-way use permits and parade permits through Idaho Transportation Department	~~100.00~~ 105.00 each
M. Right of Way encroachment agreements – administrative	~~70.00~~ 72.00 each
N. Right of Way encroachment agreements – council action	~~125.00~~ 130.00 each
~~Engineering lot division/lot line adjustments~~	~~125.00 plus 15.00/lot~~
O. Engineering variance – Council Action	~~125.00~~ 130.00
P. Right-of-Way Vacation Request (Includes publication and registered mailings)	~~630.00~~ 660.00

~~Engineering Annexation Review~~	~~155.00~~
Q. Address Change Fee	~~26.00~~ 27.00
R. No Permit – Non-Compliance Review Fee (one-hour minimum)	~~60.00~~ 63.00/hr
Engineering Publications and Printing	
A. Maps	
1. 8 ½ x 11 City Limit	1.00
2. 11 x 17 City Limit	1.00
3. 22 x 30 City Limit	1.50
4. 22 x 30 Zoning Map	1.50
5. Address, City Limit, Area of City Impact, Comprehensive Plan, Zone, L.I.D., Plat, Street Numbers, Water, Storm, Sanitary, Road, Street and other miscellaneous maps	5.00
6. Digital Contours (per Tile)	125.00
B. Printing and Copies	
1. Copier	
a. 8 ½ x 11	0.10
b. 8 ½ x 14	0.25
c. 11 x 17	0.50
d. 18 x 24	1.00
e. 24 x 36	2.00
f. 24” Roll	1.00 /ft
g. 36” Roll	1.25 /ft
2. Digital Copies	
a. Standard Drawings	5.00/page
b. Construction Drawings	1.00/page
3. Plotter	
a. Prints	
i. 8 ½ x 11	2.00
ii. 11 x 17	2.50
iii. 18 x 24	3.00
iv. 24 x 36	5.00
v. 24” Roll	2.00 /ft
vi. 30” Roll	2.50 /ft
vii. 36” Roll	3.00 /ft
viii. 36” Color	4.00 /ft

ix. 42” Roll	4.50/ft
x. 42” Color	5.00/ft
xi. Plot Set up Fee (per additional layer)	5.00
b. Orthophotos	
i. 8 ½ x 11	3.00
ii. 11 x 17	4.00
iii. 18 x 24	5.00
iv. 24 x 36	10.00
v. 24” Roll	5.00 / ft
vi. 30” Roll	6.00 /ft
vii. 36” Roll	7.50 /ft
viii. 42” Color	9.00/ft
ix. Plot Set up Fee (per additional layer)	5.00
C. Documents	
1. Comprehensive Water System Plan (Free on Website)	35.00
2. Comprehensive Sewer System Plan (Free on Website)	35.00
3. Multimodal Transportation Plan (Free on Website)	35.00
4. Standard Drawings/Construction Specifications (Hard Copy) for single page cost see printing and copies.	5.00 / 5.00
5. Standard Drawings/Construction Specifications (Digital) For single page cost see digital copies.	50.00 / 25.00
Sewer Permit Fees and Charges	
A. Permit Fee	40.00
B. No Permit – Noncompliance Review Fee (one-hour minimum)	60.00/hr
C. Sewer Tapping Fee (The customer will provide the excavation required to expose the main, pump out ground water, shore or slope hole as needed, provide traffic control as needed, fill/compact, and make temporary street patch as needed.)	190.00
D. SE Moscow Water and Sewer District Tapping Fee Surcharge (Properties Outside City Limits)	5.00
E. General Facilities Charge	
1. Single family	2,410.00 + 29.00/PFU over 20*
2. Apartment [per unit]	1,775.00 + 29.00/PFU over 15*
3. Trailer	2,410.00 + 29.00/PFU over 20*
4. Commercial	2,410 + 29.00/PFU over 15*
**Equivalent fixture units as established by*	

the adopted Uniform Plumbing Code	
F. Orchard Avenue Sewer Connection Surcharge – only for addresses above 1400 and streets north of Ponderosa	1,400.00
G. Sewer Service inspections	75.00
H. Inspection of Public Sewer Main Construction	60.00/hr
I. SE Moscow Water and Sewer District Inspection Fee Surcharge (Properties Outside City Limits)	5.00
J. Sewer Service Disconnection	45.00
K. Commercial Portable Waste Discharge at the Wastewater Treatment Plant	
1. Load up to 300 gallons	~~20.25~~ 21.06
2. Each subsequent gallon	~~0.27~~ 0.28
Monthly Sewer Service Rates	
A. Residential Service	
1. Single family and duplexes or other multiple units served by separate meters.	~~50.34~~ 52.35
2. Trailer homes (per unit) defined as multiple units served by a common meter (like a mobile home park)	~~37.00~~ 38.48
3. Hotels & motels (per unit)	~~20.10~~ 20.90
4. Multi-family dwellings including duplexes (per unit) defined as multiple units served by a common water meter.	~~37.00~~ 38.48
5. Rooming & fraternal housing plus $2.87 per 100 cubic feet metered water	~~331.20~~ 344.45
6. Recreational Vehicle Parks (per unit)	~~22.15~~ 23.04
B. Public Use Building	
1. Churches (plus $3.26 per 100 cubic feet metered water.)	~~69.15~~ 71.92
2. Schools (plus $4.96 per 100 cubic feet metered water.)	~~208.75~~ 217.10
C. Commercial Users	
1. Bars and taverns (plus $3.26 per 100 cubic feet metered water.)	~~69.15~~ 71.92
2. Restaurants (plus $6.96 per 100 cubic feet metered water.)	~~298.00~~ 309.92
3. Other Commercial (plus $3.26 per 100 cubic feet metered water.)	~~69.15~~ 71.92
4. Small Commercial Office with Irrigation Limited to Commercial Users with exterior irrigation and an average monthly winter water use of less than 700 cubic feet per month. Base Rate (~~69.15~~71.92) plus use rate for 200 cubic feet (~~6.52~~6.78)	~~75.67~~ 78.70
** For the purpose of determining the monthly sewer rates based on the volume of metered water, metered water will be averaged periodically using meter readings of winter water use period so the*	

irrigation period may be excluded.	
D. Mixed Use Service— Defined as different sewer customers listed in this section of the fee resolution that are served by a single water meter. Because the financial impact of multifamily begins to negatively affect the financial equity found in the mixed use classification with apartments in excess of 10 apartments, it is necessary to have two rates for mixed use customers.	
1. Those commercial buildings with mixed sewer use in excess of 10 or more apartments; the sewer rate shall be calculated based upon the first unit of $116.40 and each additional unit (dwelling unit or commercial unit) will be $22.44 per unit plus a consumption charge of $2.18 per 100 cubic feet of water without consideration of winter or summer usage.	
2. Those commercial buildings with mixed sewer use fewer than 10 apartments; the sewer rate shall be calculated based upon the first unit of $116.40 and each additional unit (dwelling unit or commercial unit) will be $22.44 per unit plus a consumption charge of $2.88 per 100 cubic feet of water without consideration of winter or summer usage.	
E. University of Idaho (Annual Charge)	~~1,166,670~~ 1,213,336.80
F. SE Moscow Water and Sewer District Sewer Service Surcharge (outside City limits)	3.00
Water Permit Fees and Charges	
A. Permit Fee	40.00
B. No Permit – Noncompliance Review Fee (one hour minimum)	60.00/hr
C. Water Service Inspection	75.00
D. Installation of service and meters (No existing service line to property line)	
1. 5/8" meter	3,260.00
2. 1" meter	3,330.00
3. 1 1/2" meter	4,170.00
4. 2" meter	4,480.00
5. Other meters	At Cost
E. Installation of service and meters (Existing service line to property line).	
1. 5/8” meter	~~1,370.00~~ 1417.95
2. 1” meter	~~1,440.00~~ 1490.40
3. 1 1/2” meter	~~2,440.00~~ 2525.40
4. 2” meter	~~2,890.00~~ 2991.15
5. Other meters	At Cost
F. Other fees	

1. Tap	
a. Fire line or other (3" and larger diameter); customer provides the street cut, excavation to expose the main, water removal, traffic control, backfill, temporary (cold mix) street patch, tapping sleeve, gate valve and valve box. Includes up to 45 s.f. not mix patch by City. Additional patch at $2.65 per s.f.	1,130.00 min
b. Fire line or other (2" or smaller); Customer provides a corporation elbow and curb stop rather than sleeve and gate valve provided by customer in 'a' above. Customer is to provide all other work as outlined in 'a' above.	700.00 min
2. Relocation of meters – Limited to same property	
a. No new tap of main	
i. 5/8” to 1”	290.00
ii. 1 ½” to 2”	325.00
b. New tap of main	
i. No street cut	
a) 5/8” meter	2,530.00
b) 1” meter	2,545.00
c) 1 ½” meter	2,575.00
d) 2” meter	2,600.00
ii. Street cut	
a) 5/8” meter	3,550.00
b) 1” meter	3,570.00
c) 1 ½” meter	3,600.00
d) 2” meter	3,630.00
3. Meter Box Adjustments	
a. Vertical Adjustment (± 12”)	120.00
b. Horizontal Adjustment	at cost
4. Resetter Installation	
a. 5/8” meter	95.00
b. 1” meter	190.00
5. Water Service Disconnection (Abandonment)	
a. With Street Cut	760.00
b. Without Street Cut	520.00
6. Turn on - turn off after regular working hours	64.00
7. Labor and materials to repair damage to water distribution system.	at cost
8. Labor and materials to repair meter boxes damaged by neglect or careless operation of motor vehicles.	at cost
G. General Facilities Charge	

1. 5/8 x 3/4" meter (20 gal/min; meter equiv—1.0)	~~2,475.00~~ 2,561.63
2. 1" meter (50 gal/min; meter equiv—2.5)	~~6,190.00~~ 6,406.65
3. 1 1/2" meter (100 gal/min; meter equiv—5.0)	~~12,375.00~~ 12,808.13
4. 2" meter (160 gal/min; meter equiv—8.0)	~~19,800.00~~ 20,439.00
5. Larger than 2"	by special contract with City
H. Orchard Avenue Water Connection Surcharge – only for addresses above 1400 and streets north of Ponderosa	1400.00
I. Disinfection	
1. First test	455.00
2. Second test (pigging of line may be required)	490.00
3. Third or more test (pigging of line may be required)	595.00
J. Bacterial Testing [at the discretion of the City]	
1. Samples (per each)	20.00
2. Saturday Samples (per each)	145.00
3. After hours and Saturday Sampling Labor	64.00
K. Pressure testing fees	
1. Tests performed by City	
i. First Test	800.00
ii. Second Test	1,000.00
iii. Third or more test	1,200.00 each test
2. Test performed by contractor	145.00 each test
Water Service Rates	
A. Standard Monthly Rates	
1. Fixed charge	
a. Single family residential/Duplex/Tri-plex per meter (Definition is a single meter servicing each dwelling unit)	~~33.22~~ 34.38
b. Multi-family (definition is a meter servicing more than one dwelling unit.) based on meter size	
➢ 5/8 Inch	~~33.22~~ 34.38
➢ 1 Inch	~~41.56~~ 43.01
➢ 1 ½ Inch	~~82.90~~ 85.80
➢ 2 Inch	~~132.65~~ 137.29
➢ 3 Inch	~~248.75~~ 257.46
c. Commercial Accounts based on meter size	
➢ 5/8 Inch	~~33.22~~ 34.38
➢ 1 Inch	~~41.56~~ 43.01
➢ 1 ½ Inch	~~82.90~~ 85.80

➢ 2 Inch	~~132.65~~ 137.29
➢ 3 Inch	~~248.75~~ 257.46
➢ 4 Inch	~~419.15~~ 433.82
d. High fire demand	~~60.00~~ 62.10
2. Consumption Charge for Residential/Duplex or Triplex (Definition serviced by a single meter per dwelling unit)	
a. 0-700 per cubic Feet	~~2.47~~ 2.56 /CCF
b. 701-2000 per cubic feet	~~2.93~~ 3.03 /CCF
c. Over 2000 cubic feet	~~4.97~~ 5.14 /CCF
3. All Usage Consumption Charge for Multi-Family or Commercial Accounts (one meter serving multiple units)	~~3.24~~ 3.35 /CCF
4. Rate for Moscow Cemetery	~~2.76~~ 2.86 /CCF
B. Water and Sewer rate charge for water and sewer furnished outside the boundaries of the City.	200% of the minimum service charge and water rate charge
C. Bulk water usage.	
1. Less than 2,500 cubic feet [For use in the City]	~~3.20~~ 3.31 / ccf plus119.20
2. 2,500 cubic feet or more [For use in the City]	~~4.38~~ 4.54 / ccf plus 58.95
3. Less than 2,500 cubic feet [For use outside of the City]	~~6.40~~ 6.63 / ccf plus 238.40
4. 2,500 cubic feet or more [For use outside of the City]	~~8.76~~ 9.07 / ccf plus 117.90
STREET DEPARTMENT	
A. Large banner installation and removal	150.00 each banner
B. Small banner installation and removal	45.00 each banner
C. Information sign installation	120.00 plus cost of sign
D. Street/Sidewalk Closure Permit	40.00
E. Parade Permit	120.00 (+ 100.00 Idaho Transportation Department permitting, if applicable)
F. Street Cut Damage Recovery Fee: Fee based on Overall Condition Index (OCI) rating of street in accordance with most recent street condition survey: OCI 81-100 61-80 41-60 21-40 0-20	 800.00 600.00 400.00 200.00 0
G. Right of Way Excavation Permit	35.00 (+ 100.00 Idaho Transportation Department permitting, if applicable)
H. Right of Way Excavation Security Deposit Rate Schedule	
Total Valuation of Work in Right of Way	*Fee*

$100 to $500			245.00
$501 to $1,000			367.50
$1,001 to $1,500			490.00
$1,501 to $2,000			615.00
$2,001 to $2,500			735.00
$2,501 to $3,000			860.00
$3,001 to $3,500			980.00
$3,501 to $4,000			1,100.00
$4,001 to $4,500			1,230.00
Greater than $4,500			1,850.00
Multiple Projects (up to four (4) active projects)			3,675.00
I. Public Lighting Costs - per month – per Utility Service			
1. Residential Units			3.10
2. Commercial Units			8.05
J. City Barricades for Private Projects (applicable only when the City supplies devices on an emergency or prearranged basis for securing construction sites or other traffic revisions – standard traffic control operations shall not be eligible for device rental)	Day	Week	Month
1. Construction Sign	8.00	30.00	90.00
2. Construction Sign with Tripod	17.00	64.00	127.00
3. Hi-Level Sign Stand	3.00	9.00	26.00
4. Type II Barricade	7.00	26.00	77.00
5. Type III Barricade	27.00	106.00	316.00
6. Construction Drum	10.00	39.00	110.00
7. Tubular Markers	4.00	13.00	37.00
8. 28” Orange Traffic Cones	1.00	4.00	10.00
9. Type A, B, C Warning Lights	2.00	5.00	13.00
10. Set-up			52.00
11. Removal			52.00
K. Traffic Control (Setup / Devices) for On-Street Events Main Street Closures between A Street and 6th Street			
1. Recommended – 3rd Street to 5th Street			
Daytime			80.00
Nighttime			124.00
2. Full Closure – A Street to 6th Street			
Daytime			175.00
Nighttime			382.00
3. Partial Closures/Number of Blocks			
a. One Block			
Daytime			80.00
Nighttime			124.00
b. Two Blocks			
Daytime			85.00

Nighttime	134.00
c. Three Blocks	
Daytime	90.00
Nighttime	144.00
d. Four Blocks	
Daytime	95.00
Nighttime	154.00
4. Other Street Closures (per block)	
Daytime	80.00
Nighttime	124.00
L. Crowd Control Barriers	
1. Barrier Rental Fee (per barrier, per event)	2.00
2. Replacement Cost (if damaged or lost)	110.00
M. Traffic Control (Setup / Devices) for Parades	
1. Main Street – Small	300.00
2. Main Street – Large	750.00
3. Other Locations	Time and Materials
N. Traffic Control (Setup / Devices) for Block Parties	
One Block Standard Set-up	84.00
FINANCE	
A. Turn off and turn on for non-payment first occurrence.	30.00
B. Turn off and turn on for non-payment repeat occurrences in 12 months.	60.00
C. Accounts Receivable Billing Late Fee Penalty	
1. Notice of delinquency (occurs 46 days after billing)	15.00 or 5% whichever is greater
D. Deposits - Utility	
1. Residential	100.00
2. Commercial	175.00
E. NSF (Non-sufficient funds) Returned Check Charge Fees	25.00 per check
F. Convenience Fee	Up to 5% of credit card/digital transaction
General Licenses	
A. Circuses	
1. Circus or Tent show, First Class	260.00
2. Circus, or Tent show, Second Class	180.00
3. Merry go-rounds or mechanical rides - per ride	15.00
4. Amusement and other concessions – per exhibition	5.00
B. Peddlers, Solicitors Registration (per applicant)	
1. New Peddlers, Solicitors Registration	60.00
2. Peddlers, Solicitors Registration Renewal (without fingerprints)	35.00
3. Peddlers, Solicitors Registration Renewal (with fingerprints)	60.00
C. Vendor	

1. New Vendor License	60.00
2. Vendor License Renewal (without fingerprints)	35.00
3. Vendor License Renewal (with fingerprints)	60.00
D. Second Hand/Pawn Dealers	
1. New Second Hand/Pawn Dealer License	60.00
2. Second Hand/Pawn Dealer Renewal (without fingerprints)	35.00
3. Second Hand/Pawn Dealer Renewal (with fingerprints)	60.00
E. Taxicabs, Pedicab, and Carriage	
1. Taxicab, Pedicab, and Carriage Owner License/Renewal (each vehicle)	15.00
2. New Taxicab, Pedicab, and Carriage Operator License	60.00
3. Taxicab, Pedicab, and Carriage Operator License Renewal (without fingerprints)	35.00
4. Taxicab, Pedicab, and Carriage Operator License Renewal (with fingerprints)	60.00
F. Sidewalk Café License	25.00
G. Tree Service Contractors License	26.00
H. Tree Worker Certification	No fee
I. Miscellaneous	
1. Appeal from denial, suspension, or revocation of a license, permit, waiver, etc. (unless otherwise specifically set out herein)	55.00
Beer License Fees*	
A. Consumption on premise	200.00
B. Bottled and canned beer with no consumption on premise	50.00
C. Transfer fee	50.00
D. Inspection fee (to cover cost of required inspection that needs to be done by Building Inspector, Fire Inspector, and Health Inspector. This fee must be paid before any inspections will be started. If license application is withdrawn the fee will be forfeited to the city).	105.00
E. Restaurant Certification (required to permit admittance to individuals under the age of 21)	no fee
Liquor License Fees*	
A. Annual fee (includes wine on premise)	562.50
B. Transfer fee (includes wine on premise)	562.50
Wine License Fees*	
A. Wine on and off premise combined license	200.00
B. Wine on premise consumption only	150.00

C. Wine off premise consumption only	150.00
D. Transfer fee	50.00
**All licenses issued for a portion of a year shall be prorated as of the month of actual issue; provided that no fee shall be less than one half of the total fee herein set forth.*	
Alcohol Catering Permit Fee – Set by State Code	20.00
Alcohol Event Permit (for an event in public right-of-way)	100.00
Child Care License	
A. Family Day Care Facility Registration (includes administration, fire inspection and background check for one day care provider)	80.00
B. New Facility Application Fee (includes administration, inspections by Code Enforcement, Fire Department, and Health Dept.)	
1. Family Day Care Facility (1-5 children)	75.00
2. Group Day Care Facility (6-12 children)	100.00
3. Small Day Care Facility (13-20 children)	125.00
4. Large Day Care Facility (21+ children)	150.00
C. New Employee/Provider Application Fee	30.00
D. Facility License Annual Renewal Application Fee	
1. Family Day Care Facility (1-5 children)	50.00
2. Group Day Care Facility (6-12 children)	75.00
3. Small Day Care Facility (13-20 children)	100.00
4. Large Day Care Facility (21+ children)	125.00
E. Employee/Provider License Annual Renewal Application Fee	10.00
See Miscellaneous for Background Check Fees	
F. Code Compliance Enforcement to be Billed to Day Care Facility	
1. First and Second Communication	No Charge
2. Third Communication	25.00
3. Fourth Communication	40.00
4. Fifth and each subsequent Communication	60.00
5. Tardy Renewal Applications (Facility and Provider)	10.00
G. Change of Ownership	15.00 Plus other inspection fees as deemed appropriate.
H. Change of Premises	15.00 Plus other inspection fees as deemed appropriate.
Bicycle License Lifetime Ownership Tag	7.00
Burglary and Robbery Alarms – False Alarms (for each occurrence)	50.00
Dog Licensing and Related Fees	

A. Lifetime registration tag	
1. Unaltered	35.00
2. Altered	25.00
B. Duplicate tag	5.75
C. Adoption (out)	
1. Altered	15.00
2. Unaltered	27.50
D. Adoption (placing own animal in)	20.00
E. Euthanasia	100.00
F. Boarding - per day or part thereof	20.00
G. Impound	
1. First time	20.00
2. Second time	30.00
3. Third time	40.00
4. Fourth and each subsequent time	60.00
H. Surcharge Fee	
1. Unaltered	30.00
2. Altered	20.00
Miscellaneous Fees	
A. Accident Reports (see G. Copies of official records…)	
B. Background Checks	
1. City of Moscow Police Department – Name Check	20.00
2. Idaho State Police - Fingerprints	42.00
3. Idaho State Police - Name Check	20.00
4. Health and Welfare Statewide Child Abuse Registry Check	20.00
C. City of Moscow Comprehensive Sewer System Plan Paper Copy	(Free on website) 30.00
D. City Code (Free on website)	
1. Initial cost	260.00
2. Annual charge for updating	52.00
3. Zoning Code	20.00
E. Copies of official records or documents	
1. Police files—per page (no charge for first 100 pages) 2. Other City documents – per page (no charge for first 100 pages)	0.10 0.10
3. Audio or video tape copy	Amount allowed by Idaho Code Section 74-102(10)
4. Audio or video CD copy	Amount allowed by Idaho Code Section

	74-102(10)
5. Where a request for public records of the City of Moscow is for more than one hundred (100) pages of paper records; or the request includes records from which non-public information must be separated, deleted, and/or redacted; or where actual labor associated with locating and copying documents for a request exceeds two (2) person hours, the requestor shall be charged the copy and/or labor costs allowed by Idaho Code Section 74-102(10) unless the requestor demonstrates an exemption pursuant to Idaho Code Section 74-102(10)(f), as determined by the City Clerk.	
6. The Clerk may require advance payment of the cost of copying pursuant to Idaho Code Section 74-102(12). Any money received by the City shall be credited to the account for which the expense being reimbursed was or will be charged.	
F. Criminal History Letters (letters typed on letterhead stationery indicating the absence of a criminal history in this department. Exclude police records checks requested by federal, state or local government agencies)	30.00
G. Downtown Parking Permit (City Hall, Jackson and Jefferson Street Lots	
1. Per month	12.00
2. Per quarter	30.00
3. Annual	85.00
H. E-911 Monthly Service Fee	1.00
I. Escort Services – escort services, traffic direction and any special event requiring police services including, but not limited to, parades, house moving and other events where advance police assistance or supervision is requested or required. This fee is per each officer per hour (2 hour minimum)	65.00
J. Fire Nuisance Alarms	
1. 1st Nuisance Alarm within 12 months	No Charge
2. 2nd Nuisance Alarm within 12 months	No Charge
3. 3rd Nuisance Alarm within 12 months	25.00
4. 4th Nuisance Alarm within 12 months	50.00
5. 5 or More Nuisance Alarms within 12 months	100.00 Each Occurrence
K. Fingerprinting – Any fingerprinting requested by a person or a company, but excluding fingerprinting related to criminal or other city matters.	20.00
L. General City Code Infraction (unless otherwise specified herein or established by State Code)	72.00
M. Nuisance Abatement	$200 plus Removal At Cost
N. Parking Permit (Construction Uses in Right-of-Way)	40.00

O. Parking Violations	
1. 5 Minute Parking Zone	25.00
2. No Parking 3 a.m. - 6 a.m. (City and campus)	25.00
3. No Parking Residential District	25.00
4. Double Parking	25.00
5. Parking in alley, on sidewalk, blocking driveway	25.00
6. Parking in School Bus Zone	25.00
7. Loading Zone Business & Campus Area	25.00
8. Commercial Zones (3 hr. limitation)	25.00
9. Parking Unattended, Motor Running	25.00
10. Parking in Fire Lane, Street & Off-street	40.00
11. Parking within 15 feet of Fire Hydrant	40.00
12. Parking behind Fire Station	25.00
13. Parking in front of Fire Station	40.00
14. Parking obstructing traffic	25.00
15. Improper Parking, other than listed	25.00
16. Parking citations not paid within fifteen (15) calendar day period	late fee 10.00
17. MCC 11-4-12 Prohibited parking trucks/similar vehicles	25.00
18. MCC 11-4-13 Handicapped parking	100.00
19. Parking Boot Removal (per incidence)	100.00
P. Public Hearing Mailing List	25.00
Q. Smoking in Restricted Area Fine	10.00
1. First Offense (if paid within fourteen [14] days of notice of violation)	10.00
2. Second Offense (if paid within fourteen [14] days of notice of violation)	25.00
3. A First or Second Offense not paid within fourteen (14) days of notice of violation or a Third Offense	50.00
Towing and Storage Fees on Illegally Parked Vehicles	
A. Towing charged by the commercial towing service	Actual cost
B. Storage of three-quarter (3/4) ton size pickups and smaller vehicles - per day	15.00
C. Storage of vehicles larger than three-quarter (3/4) ton pickups - per day	20.00
D. Vehicle Inventory Fee	11.00
City Programs and Other Services	
A. Van Pool (to cover costs only)	Not to exceed $130/month

B. Van Pool Conference Commuter Service	Federal Mileage Reimbursement Rate based on miles traveled
C. Information Systems – Fiber Optic Lease Rate Per Month	~~0.056~~ 0.058 Strand/Ft. ~~0.058~~ 0.06 Strand/Ft. Effective 1/1/~~19~~20
D. Information Systems – Rack Space Lease	~~38.00~~ 39.14 month/1u ~~39.14~~ 40.31 per 1u Effective 1/1/~~19~~20
Community Forestry	
Subdivision Development Tree Fee	250/tree
Parks and Recreation	
A. City Park Picnic Shelter East City Park Stage Rental Additional Picnic Table Move-In Per Trailer Load of Four (4) Tables	25.00 each shelter 20.00
B. Tree Service Contractor License	25.00
C. Alcohol Event Permit (for an event in a City park)	100.00
D. Recycling Deposit Fees (attendance of more than fifty [50] participants)	50.00
E. Park Shelter Reservations 4-hour blocks of time	25.00
F. Extra tables brought in for park rentals, per 4 tables	20.00
G. Crop Harvest Fee – West Palouse River Drive Property	70.00/acre
Hamilton Indoor Recreation Center	
A. Rental of Full Gym per Hour – court use only w/no set up required	70.00
B. Rental of Half of Gym per Hour – court use only w/no set up required	43.00
C. Rental of Full gym – requiring set up of tarp.	32.00
D. Rental of Multipurpose Room per Hour – Group I (City business)	No Charge
E. Rental of Multipurpose Room – Group II per hour (Non-profit groups, service clubs)	32.00
F. Rental of multipurpose Room – Group III per hour, (Private parties, wedding receptions, commercial, for-profit organizations)	80.00
G. Rental of Multipurpose Room – Group IV per hour (Other Governmental Organizations)	43.00
H. Rental of Sound System per rental	10.00
Hamilton-Lowe Aquatic Center	
A. Pool Passes	
1. Season Adult, Non-Resident	~~120.00~~ 121.00
2. Season Adult, Resident	~~107.00~~ 108.00
3. Season Child (4-17 years old) Non-Resident	~~107.00~~ 108.00
4. Season Child (4-17 years old) Resident	~~90.00~~ 91.00
5. Season Senior (65+ years old) Non-Resident	~~107.00~~ 108.00

6. Season Senior (65+ years old) Resident	~~90.00~~ 91.00
7. Season Household (up to five (5) family members; flat $~~11.75~~ 12.75 each additional member) Non-Resident	~~210.00~~ 211.00 five family members ~~11.75~~ 12.75 each additional member
8. Season Household (up to five (5) family members; flat $~~11.75~~ 12.75 each additional member) Resident	~~175.00~~ 176.00 five family members ~~11.75~~ 12.75 each additional member
9. ID Card Replacement Fee	5.00
B. Daily Admission Prices	
1. Children (3 years old and under)	FREE
2. Children (4-17 years old)	~~4.25~~ 5.50
3. Adults (18-64 years old)	~~6.11~~ 7.11
4. Seniors (65 + years old)	~~4.47~~ 5.50
5. Child Coupon Sales	~~4.47~~ 5.50
C. Private Party Rentals	
1. Option 1: Up to 150 patrons	375.00 per hour
2. Option 2: 151 to 300 patrons	445.00 per hour
3. Option 3: 300 + patrons	600.00
D. Private Party Rentals: Fun Run Inflatable or Giant Slide Inflatable	190.00 per rental
E. Aquatic Center Picnic Table Rental, per hour, per table	7.75
F. Swim team rentals	6.35/Lane
G. Locker rentals	0.50
H. Bathroom Personals	0.25
I. American Red Cross Swim Lessons, All levels	~~41.50~~ 43.50
J. Swim Lessons, Adaptive	~~41.50~~ 43.50
K. ARC Guardstart	~~55.50~~ 58.00
L. ARC Lifeguard Training	~~130.00~~ 136.50
M. ARC Water Safety Training	~~130.00~~ 136.50
N. Aquacize & Water Class – Season Pass	70.00
O. Aquacize & Water Class – 10-punch Pass	45.00
P. Aquacize & Water Class – Drop-in	~~5.00~~ 8.00
Q. Private Swim Lessons	
1. 1 student/per hour	~~43.00~~ 45.00
2. 2 students/per hour	~~51.50~~ 54.00
3. 3 students/per hour	~~58.00~~ 60.00
Youth Sports	**Resident (Res) / Non-Resident(Non-Res)**
A. Micro Soccer U5 – U7 (Spring and Fall)	Res 36.50 Non-Res 37.50
B. Micro Soccer U8 – U12 (Spring and Fall)	Res 42.50 Non-Res 43.50

C. Flag Football	Res ~~39.00~~45.00 / Non-Res ~~40.00~~ 46.00
D. Youth Volleyball – Grades 4th – 6th (Fall)	Res ~~34.00~~ 36.00 / Non-Res ~~35.00~~ 37.00
E. Youth Basketball – Grades 1st – 4th (Winter)	Res ~~39.00~~ 41.00 / Non-Res ~~40.00~~ 42.00
F. Youth Basketball – Grades 5th – 6th (Fall)	Res ~~39.00~~ 41.00 / Non-Res ~~40.00~~ 42.00
G. Youth Baseball/Softball Sponsors	~~79.00~~ 85.00
H. Youth Baseball/Softball Players	Res ~~34.50~~ 38.50 / Non-Res ~~35.50~~ 39.50
I. Skyhawks Youth Camps	
1. Soccer	~~119.00~~ 129.00
2. Tennis	~~106.00~~ 115.00
3. Basketball	~~120.00~~ 129.00
4. Tiny Hawk Soccer	~~56.00~~ 65.00
5. Mini Hawk	~~106.00~~ 115.00
6. Soccer	115.00
~~Beginning Golf~~	~~90.00~~
~~Cheerleading Camp (Younger)~~	~~90.00~~
~~Cheerleading Camp~~	~~106.00~~
7. Flag Football/Swim (M-F)	119.00
J. Mini Junior/Junior Golf Lessons	Res 67.00 / Non-Res 68.00
K. Senior & Junior Girls Fast Pitch Softball, each	Res ~~61.00~~ 62.00 / Non-Res ~~62.00~~ 63.00
L. Youth Shirts	17.00
~~Youth Gymnastics~~	~~Res 61.00 Non-Res 62.00~~
M. Youth Karate	Res 48.00 / Non-Res 49.00
Adult Sports	**Resident (Res) / Non-Resident(Non-Res)**
A. Volleyball Fall & Winter (Co-Rec)	~~236.00~~ 248.00
B. Basketball (Moscow/Pullman League)	525.00
C. Co-Rec Softball, per team	475.00
D. Softball, per team	833.00
E. Horseshoes – Doubles and Singles	Res ~~5.50~~ 6.50 / Non-Res ~~7.50~~ 8.50
F. Adult Soccer, per team	475.00
G. Field Set-Up Fee for Private Use	~~475.00~~ 20.00 per set up
General Recreation Programs	**Resident (Res) / Non-Resident(Non-Res)**
A. Salmon River Trips (two varieties of trips) 1. Youth 2. Adult	 Res 63.25 / Non Res 64.25 Res 72.00 / Non Res 74.00
B. Dog Obedience 1. Kinderpuppy	 Res 64.25 / Non-Res 66.25

2. Beginning Obedience 3. Advanced Obedience 4. Rally Obedience	Res 64.25 / Non-Res 66.25 Res 64.25 / Non-Res 66.25 Res 64.25 / Non-Res 66.25
C. Hunters' Education	Res 21.50 / Non-Res 22.50
D. Tone & Stretch 1. Per Class 2. 10 class punch card 3. Drop In	~~3.00~~ Res 3.50 / Non-Res 3.61 ~~45.00~~ 49.00 ~~5.00~~ 6.25
E. Zumba Class	Res 60.00 / Non-Res 62.00
F. Zumba ~~Class~~ Punch Card	45.00
G. Zumba Walk-in	~~5.00~~ 6.25
H. Open Life Drawing Studio	Res 10.75 / Non-Res 12.75
I. Hunting Spring Mushrooms	Res 42.75 / Non-Res 44.75
J. Hunting Fall Mushrooms	Res 42.75 / Non-Res 44.75
K. Beginning Birding	Res 10.00 / Non-Res 12.00
L. Athletic Performance Training	Res 100.00 / Non-Res 101.00
M. Beginning Sewing	Res 42.00 / Non-Res 43.00
N. Get Moving	Res 96.00 / Non-Res 97.00
O. Kids' Art Camp	Res 200.00 / Non-Res 201.00
P. Fall Tree Pruning	Res 17.00 / Non-Res 18.00
Q. Trees of Idaho	Res 10.00 / Non-Res 12.00
R. Trees in Your Neighborhood	Res 10.00 / Non-Res 12.00
S. Fruit Tree Pruning	Res 17.00 / Non-Res 19.00
T. Choosing and Planting New Street Trees	Res 17.00 / Non-Res 19.00
U. Firewise Principles and Practices	Res 5.00 / Non-Res 7.00
V. What's Wrong With My Tree?	Res 5.00 / Non-Res 7.00
W. Mah Jong Class	Res ~~20.00~~ 35.00 / Non-Res ~~22.00~~ 37.00
X. Green Cleaning	Res 10.00 / Non-Res 12.00
Y. Conflict Management Styles	Res 10.00 / Non-Res 12.00
Z. Naturally Clean Home	Res 10.00 / Non-Res 12.00
Eggan Youth Center Activities	**Resident (Res) / Non-Resident(Non-Res)**
A. Youth Center Rentals, per hour	35.00
B. Kids Kamps, Per Each Activity Day	Res 22.00 / Non-Res 23.00
C. High Adventure Camp - Daily	Zip Line 120.00 Kayak / Horse 85.00
D. Breakfast with Santa and Candy Cane Hunt	Individual ~~7.00~~ 7.50 / Family 26.00

E. Palouse Youth Triathlon / Sponsorships	~~17.00~~ 17.50 / 500.00
F. ~~Father-Daughter Dance~~ Snow Ball	Individual 11.50 / Couple 28.00
G. Youth Enrichment Classes	44.75
H. After School Activities	10.00
I. ~~Date Night Eggan Style~~ Teen Night Out	Res 9.00 / Non-Res 10.00
J. Moscow Rolling Hills Half Marathon	Res 40.00 / Non-Res 50.00 ~~65.00~~
K. Moscow Rolling Hills Half Marathon Sponsorships	3,000.00
L. Mayor's Golf Tournament	Individual 75.00 / Team of four 300.00
M. Mayor's Golf Tournament Sponsorships	2,000.00
N. Super Bowl Bash	Res 5.00 / Non-Res 6.00
O. Undetermined Programs	2,000.00
A $1.00/$2.00 (Child/Adult) non-resident fee is charged for programs in addition to the process listed above.	1.00/2.00
Community Garden 1. Garden Plot Rental, each 2. Clean-up Deposit, each	 ~~53.25~~ 53.00 25.00
New recreational programs that do not appear in this fee resolution are often developed and implemented during the fiscal year.	Varie~~sd~~ per program
Fire Department	
A. Compressed Gases	30.00
B. Fireworks	30.00
C. Flammable or Combustible Liquids	30.00
D. Covered Malls	30.00
E. Tents, Canopies and Temporary Membrane Structures	30.00
F. Fire Code Inspections	30.00
Solid Waste	
Rates for Residential Units	
A. Roll Cart – Variable Size, Variable Rate System (monthly fee per roll cart collected weekly) 35 Gallon 65 Gallon 95 Gallon 35 Gallon On Demand – Base Fee 35 Gallon On Demand – Per Service Roll Cart Size Exchange (after initial 30 day period) Roll Cart Replacement (lost, stolen, damage from abuse)	 21.10/month 27.10/month 33.15/month 15.95/month 2.10/each 18.00/each 35.00/each
B. Penalty - for any garbage exceeding service level	6.60 per can/bag
C. Carry-out service Outside of building - additional per can, per unit, per month	11.60

D. Inside of building - additional per can, per unit, per month	13.15
E. Return service (blocked roll cart, roll cart not set out on time or otherwise not able to be serviced by Franchisee) per calendar year First Occurrence Second Occurrence Third and Following Occurrences	 0.00 11.10 22.20
Residential units utilizing mechanical containers or compactors shall be billed at the business rate for such equipment.	
F. Apartment Single Stream Recycling Fee	5.05/per unit, per month
Rates for Business Units and Commercial Cans	
A. Loose yardage on ground	33.40/per cubic yard
B. Extra service for dumpster/mechanical containers with 24-hour notice	32.90/each dump (Plus tipping fee-2)
C. Extra service for dumpsters/mechanical containers per yard.	16.70/cubic yard
D. Compactor Service Pick Up	213.40 (Plus tipping fee-2)
E. Small Compactor Yardage	83.50/cubic yard
F. Commercial Roll Cart – Variable Size, Variable Rate System (monthly fee per roll cart collected weekly) 35 gallon 65 gallon 95 gallon Roll Cart Size Exchange (after initial 60 day period) Roll Cart Replacement (lost, stolen, damage from abuse)	 20.60/month 31.10/month 41.50/month 18.00/each 35.00/each
G. Commercial Single Stream Recycling Fee	5.05/per unit, per month
H. Additional Commercial Recycling Cart	5.05/per unit, per month
Rates for Recycling Mobile Containers per month	(sales tax will be added)
A. Size: 6 Yard	55.95
B. Size: 10 1/2 Yard	85.30
C. Size: 12 Yard	100.15
Types of Services	
A. Franchisee Services/Value of Recycled Materials Retained by Franchisee: RMC hauled, emptied and exchanged by Franchisee.	45.65 Each Haul
B. Franchisee Services/Value of Recycled Materials retained by customer: RMC hauled, emptied and exchanged by Franchisee.	54.65 Each Haul
C. Customer Service/Value of Recycled Materials retained by customer: RMC hauled and exchanged by customer	0.00 Each Haul
Rates for Dumpsters/Mechanical Containers per month	(Sales taxes will be added)

Times per week

Size / yd	Rental	Tax	1	2	3	4	5
1	12.45	0.75	69.92	143.97	217.35	276.14	346.90
2	14.20	0.85	138.32	280.28	425.50	581.23	747.41
3	26.22	1.57	203.97	416.55	636.45	873.10	1126.80
4	29.18	1.75	269.62	552.85	845.91	1155.96	1485.61
6	38.52	2.31	400.93	825.42	1264.83	1720.17	2199.49

8	47.85	2.87	532.28	1098.06	1690.56	2327.34	2988.48

Dumpster Locking Mechanisms	3.00/month
Producers who request that their mechanical containers be temporarily removed shall be charged for removal and re-delivery of the container.	42.50 Each Move
Rates for Solid Waste Processing Facility Access Service	
A. Transfer Station Tipping Fee (MSW)	~~88.25~~ 92.15/per ton
B. Compost Materials	No charge
C. Clean Wood Waste	No charge
D. Inert/Demolition Materials (NMSW)	~~36.00~~ 37.60/per ton
E. Mixed Materials (combination MSW/NMSW)	~~62.30~~ 65.05/per ton
F. Minimum Fee – MSW, NMSW or Mixed – includes 200 lbs MSW or 460 lbs NMSW or 280 lbs Mixed	10.00 per trip
G. Large Appliances	6.90/each
H. Appliances that do not have the Chloro-Fluoro Carbon removed, and do not have a certified removal sticker	25.55 per appliance
I. Vehicle Bodies	43.35 each
J. Tires	157.95 per ton
K. Asbestos	167.50 per ton
The foregoing rates are not all-inclusive. The City may establish and/or change rates for unique or special waste.	
Special hauls	
A. Pickup truck when requested by customer from landfill to City	83.40 plus tipping fee
B. Packer truck when requested by customer	
1. On day of service	71.45 plus tipping fee
2. From landfill to City	147.55 plus tipping fee
C. Roll-off unit	

Container Size	Rental Rate One time or Exchange	Per Trip (Plus Tipping Fee)	Rental rate per day after the first five working days
22 yd.	13.30	112.20	18.10
30 yd.	18.10	112.20	18.10
45 yd.	18.10	112.20	18.10

D. Deposit for Roll-off Unit or Temporary Mechanical Container	100.00
Special haul rates shall be charged for collection and disposal of dead animals.	
Rate for hazardous wastes and for infectious and potentially harmful waste shall be the actual cost for such service as billed by the City, plus 10% for administrative costs.	
Community Events	
Moscow Farmers Market 26 Week Season, May through October	

A.

	Registration and Service	Daily Full Booth	Daily Shared Booth	Daily Table Space
Tier 1 Attend 1-8 markets	15.00	30.00	18.00	12.00
Tier 2 Attend 9-17 markets	50.00	20.00	12.00	8.00
Tier 3 Attend 18-26 markets	125.00	15.00	9.00	6.00

B. Youth Vendor (exempt from registration fee)	6.00/day

C. Corner Space	5.00/day
D. Electrical Hookup	10.00/day
E. Truck Parking	11.00/day
F. Performance Art Space	7.00/day
G. Sponsorships	up to 5,000
Arts Department	
Artwalk	
1. Business	~~80.00~~ 100.00
2. Non-Profit and Art Studio	~~40.00~~ 50.00
3. Artist	~~20.00~~ 25.00
4. Main Street Food Vendor	~~60.00~~ 70.00
5. Main Street Art Vendor / Demonstrator	25.00
6. Sponsorships	up to 5,000
Palouse Plein Air	
1. Artist	25.00
2. Student Artist (18 years and older)	20.00
Art Department Facilitating Artwork Sales	Per Artist Contract

CITY COUNCIL STAFF REPORT

DATE: Monday, August 5, 2019

RESPONSIBLE STAFF	REVIEWED BY
Gary Riedner, City Supervisor	

ADDITIONAL PRESENTER(S)	OTHER RESOURCES

AGENDA ITEM TITLE

2019 Bond Ordinance (ACTION ITEM) - Gary J. Riedner

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 counsel to complete the process of issuance of the general obligation bonds, including preparation of a bond ordinance, including exhibits and ordinance summary, preliminary official statement, and application for bond rating from S&P Global rating agency. Also included is information on the Parity Electronic Bid Submission System, which will be utilized in the sale of the bonds. Danielle Quade, Bond Counsel with Hawley Troxell and Eric Heringer, Financial Consultant with Piper Jaffray will be in attendance to present and respond to City Council questions.

STAFF RECOMMENDATION

Approve the Bond Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the Bond Ordinance 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.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. 11976820_5_Bond Ordinance
2. 12107020_1_PDF Exhibits to Bond Ordinance
3. 12067037_2_Summary of Bond Ordinance
4. Info on Parity Bid System
5. 11987859_5_Preliminary Official Statement

CITY OF MOSCOW
LATAH COUNTY, IDAHO

Ordinance No. 2019- __

Authorizing the issuance and providing for the sale of
General Obligation Bonds, Series 2019 of the City of Moscow, a municipal corporation of the State of Idaho, delegating authority to approve the terms and provisions of the Bonds, authorizing advertisement for competitive sale of the Bonds, and providing for related matters.

Adopted August 5, 2019

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Exhibits

ORDINANCE NO. 2019-__

Authorizing the issuance and providing for the sale of General Obligation Bonds, Series 2019, of the City of Moscow, a municipal corporation of the State of Idaho, delegating authority to approve the terms and provisions of the Bonds, authorizing advertisement for competitive sale of the Bonds, and providing for related matters.

*** *** ***

WHEREAS, at the Bond Election duly called and held on May 21, 2019 (the "Bond Election") in the City of Moscow, Latah County, Idaho (the "City"), there was submitted to the qualified electors of the City the following proposition:

> Shall the City of Moscow, Idaho, be authorized to issue and sell general obligation bonds in the principal amount of up to $9,640,000 for the purposes of acquisition, construction, remodeling, improvement or otherwise, of a new police station and other public buildings throughout the City, together with all necessary appurtenant facilities and equipment, including all necessary land therefor; the bonds to be due in installments as fixed by the Mayor and Council of the City, the last installment to be due and payable not more than ten (10) years from the date of issue of such bonds, as provided in Ordinance No. 2019-01 adopted by the Council of the City on February 19, 2019?

WHEREAS, more than two-thirds of the votes cast at the Bond Election were cast in favor of said propositions on May 21, 2019, as certified by the Clerk of Latah County on May 29, 2019, and the issuance of the aggregate of up to $9,640,000 general obligation bonds of the City was authorized at the Bond Election for the purpose set forth in said proposition and to pay the costs of issuance thereof;

WHEREAS, the Council of the City (the “Council”) desires to authorize the issuance and provide for the sale of its General Obligation Bonds, Series 2019 (the “Bonds”), and, pursuant to Section 57-235, Idaho Code, delegate authority in accordance with the specific instructions and procedures set forth herein, for determination and approval of certain final terms and provisions of the Bonds and other matters;

WHEREAS, the Council desires to sell the Bonds pursuant to competitive bond sale and to appoint Piper Jaffray & Co. as the City’s municipal advisor (hereinafter “Municipal Advisor”) to conduct the sale of the Bonds;

WHEREAS, in connection with the proposed issuance and sale by the City of the Bonds, the City desires to authorize Hawley Troxell Ennis & Hawley LLP, as bond counsel and disclosure counsel (collectively, hereinafter “Bond Counsel”) to assist the Municipal Advisor in the preparation of documentation for the sale and issuance thereof;

WHEREAS, Section 57-233, Idaho Code, provides that the Council may, in its discretion, provide for the sale of bonds pursuant to any system of electronic bidding which the Council, in the exercise of its sound discretion, deems fair to potential bidders which produces the lowest effective interest rate to the City;

WHEREAS, the Council has received and reviewed certain information about the PARITY® electronic bid submission system to enable the Council to approve such system in accordance with Section 57-233, Idaho Code;

WHEREAS, the Council desires to ratify and approve the final form of the Official Notice of Sale (the "Notice of Sale") advertising the public sale of the Bonds and inviting sealed bids through the PARITY® electronic bid submission system for the purchase of the Bonds; and

WHEREAS, the City desires to authorize the officials of the City to assist in the preparation and completion of the Preliminary Official Statement (the "POS") related to the offering of the Bonds and authorize the Mayor or the Finance Director of the City to deem final the POS in the form presented to the Council or at such time the POS is final, provided the POS is made available to the Council for review, and to authorize the use of the POS in connection with the offering of the Bonds and the submission of the POS to rating agencies for purposes of obtaining a rating for the Bonds.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Moscow, Latah County, Idaho, as follows:

ARTICLE 1
DEFINITIONS

101. Definitions. As used in this Ordinance, unless the context shall otherwise require, the following terms shall have the following meanings:

"Act" means, collectively, Chapter 10 of Title 50, and Chapters 2 and 9 of Title 57, Idaho Code, as amended.

"Bond Counsel" means Hawley Troxell Ennis & Hawley LLP, or another attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States.

"Bond Election" means the Special General Obligation Bond Election held in the City on May 21, 2019, at which the issuance and sale by the City of up to Nine Million Six Hundred Forty Thousand Dollars ($9,640,000) general obligation bonds was authorized for the costs of acquiring the Project.

"Bond Fund" means the Bond Fund established in Section 211 hereof.

"Bondholder" means the registered owner of any Bond as shown in the registration books of the City kept by the Bond Registrar for such purpose.

"Bond Registrar" means each Person appointed by the City as bond registrar and agent for the transfer, exchange and authentication of the Bonds. The initial Bond Registrar shall be U.S. Bank National Association.

"Bonds" means the City's General Obligation Bonds, Series 2019 authorized by this Ordinance in the principal amounts determined pursuant to Section 209 hereof.

"Cede & Co." means Cede & Co., as nominee of DTC, and any successor nominee of DTC appointed with respect to the Bonds pursuant to Section 401 hereof.

“City” means the City of Moscow, Latah County, Idaho.

"Code" means the Internal Revenue Code of 1986, as amended and supplemented from time to time, and the Regulations promulgated thereunder.

“Costs of Issuance Fund” means Costs of Issuance Fund created in Section 211 hereof.

“Council” means the City Council of the City of Moscow, Latah County, Idaho.

“Delegated Officers” means the Mayor and the Finance Director of the City, acting jointly and not severally.

“Delegation Certificate” means the Certificate as to Bond Pricing and Related Matters signed and delivered by the Delegated Officers to approve the final terms and provisions of the Bonds upon the sale thereof in substantially the form authorized in Section 209 herein and in substantially the form of Exhibit E hereto.

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

“Electronic Means” means telecopy, facsimile transmissions, e-mail transmissions or other similar electronic means of communication providing evidence of transmission.

"Exchange Bond" means any Exchange Bond, as defined in Section 210 hereof.

“Information Reporting Agreement” means the undertaking to be delivered by the City upon issuance of the Bonds in compliance with SEC Rule 15c2-12, as authorized in Section 208 hereof and substantially in the form of Exhibit D.

“Investment Securities” means such investments as shall be legal investments for such funds under Idaho law as then in effect.

“Municipal Advisor” means Piper Jaffray & Co.

“Notice of Intention” means the published notice of the City’s intent to sell the Bonds, as required by Idaho Code Section 57-215, as authorized in Section 208 hereof and in the form attached as Exhibit C to this Ordinance.

“Notice of Sale” means the official notice of competitive sale of the Bonds as authorized in Section 208 hereof and in substantially the form attached as Exhibit B to this Ordinance.

“Ordinance” means this Ordinance, adopted by the City on August 5, 2019, authorizing the issuance and providing for the sale of the Bonds, delegating authority to approve the terms and provisions of the Bonds, authorizing advertisement for competitive sale of the Bonds, and providing for related matters.

"Paying Agent" means each Person appointed by the City as paying agent with respect to the Bonds. Pursuant to Section 206 hereof, the initial Paying Agent shall be U.S. Bank National Association.

"Person" means natural persons, firms, partnerships, associations, corporations, trusts, public bodies and other entities.

“POS” means the Preliminary Official Statement related to the offering of the Bonds.

"Project" means the acquisition, construction, remodeling, improvement or otherwise, of a new police station and other public buildings throughout the City, together with all necessary appurtenant facilities and equipment, including all necessary land therefor.

"Project Fund" means the Project Fund established in Section 211 hereof.

“Rebate Fund” means the Rebate Fund established in Section 211 hereof.

"Record Date" means (a) in the case of each interest payment date, the Paying Agent's close of business on the fifteenth day preceding each interest payment date and, if not a business day for the Paying Agent, the next preceding day that is a business day for the Paying Agent; and (b) in the case of each redemption, if applicable, such record date as shall be specified by the Paying Agent in the notice of redemption, provided that such Record Date shall be not less than fifteen (15) calendar days before the mailing of such notice of redemption.

“Regulations” means the treasury regulations promulgated under the Code and those provisions of the treasury regulations originally promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, which remain in effect under the Code.

"Repository" shall mean the Municipal Securities Rulemaking Board (“MSRB”) through its Electronic Municipal Market Access system (“EMMA”) at http://emma.msrb.org, or such other nationally recognized municipal securities information repository recognized by the SEC from time to time pursuant to SEC Rule 15c2-12.

“Representations Letter" means the City’s Blanket Letter of Representations filed with DTC.

"Rule 15c2-12" means Rule 15c2-12, as amended, promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

"SEC" means the Securities and Exchange Commission.

"Tax Certificate" means any agreement or certificate of the City which the City executes in order to establish and assure the tax-exempt status of interest received on the Bonds.

“Tax Receipts” has the meaning set forth in Section 501 hereof.

"United States" means the government of the United States of America.

“Written Certificate” means an instrument in writing signed on behalf of the City by a duly authorized officer thereof.

The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms used in this Ordinance refer to this Ordinance.

102. Authority for Ordinance. This Ordinance is adopted pursuant to the provisions of the Act.

103. Effective Date. This Ordinance contemplates the issuance and sale of the Bonds through a delegation of authority as provided in Section 209 hereof. Unless the context clearly indicates otherwise – for example, the provisions of Section 208.(a) through (d) which take effect upon passage, approval and publication as described in the following sentence – this Ordinance shall not take effect and no provision thereof shall be binding upon the City unless and until the Bonds are sold and issued. Pursuant to the provisions of Sections 50-901 and 50-901A, Idaho Code, as amended, this Ordinance, or a summary thereof, shall be published within one (1) month hereafter in an issue of the Moscow Pullman Daily News, the official newspaper of the City, and shall take effect and be in full force immediately upon its passage, approval and publication.

ARTICLE 2
AUTHORIZATION, TERMS AND ISSUANCE OF BONDS

201. Authorization of Bonds, Designation and Series. In accordance with and subject to the terms, conditions and limitations established by the Act and contained in this Ordinance, one or more series of general obligation bonds of the City are hereby authorized to be issued and

shall be designated "General Obligation Bonds, Series 2019." The Bonds shall be issued in fully registered form only, without coupons.

202. Purposes. The Bonds are hereby authorized to be issued for the purpose of the acquisition of the Project and to pay the costs of issuing the Bonds.

203. Issue Date. The Bonds shall be dated as of the date of their delivery.

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

205. Denominations and Numbers. The Bonds shall be issued as fully registered bonds, without coupons, in the denomination of Five Thousand Dollars ($5,000), or any integral multiple thereof, not exceeding the amount of each maturity. The maturities of each series of the Bonds shall be numbered from one (1) upward in order of issuance with the prefix "R" preceding each number.

206. Paying Agent and Bond Registrar. U.S. Bank National Association is hereby appointed the Paying Agent and Bond Registrar for the Bonds. The City may remove any Paying Agent and any Bond Registrar, and any successor thereto, and appoint a successor or successors thereto. Each Paying Agent and Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by the Ordinance by executing and delivering to the City a written acceptance thereof. The principal of, premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. Principal of and premium, if any, on the Bonds shall be payable when due to the Bondholder of each Bond at the principal corporate trust office of the Paying Agent. Payment of interest on each Bond shall be made by check or draft mailed to the Person who, as of the Record Date, is the Bondholder of the Bond, at the address of such Bondholder as it appears on the registration books of the City kept by the Bond Registrar or at such other address as is furnished to the Bond Registrar in writing by such Bondholder on or prior to the Record Date.

207. Optional Redemption. The Bonds will not be subject to optional redemption prior to maturity.

208. Authorization of Actions Preliminary to Sale of Bonds.

(a) The Council desires to sell the Bonds pursuant to a competitive sale pursuant to the provisions of the Act.

(b) In accordance with Idaho Code Section 57-233, the Council hereby finds and determines that the PARITY® electronic bid submission system, pursuant to which the Bonds are to be sold, is a fair bidding system to all bidders which produces the lowest effective interest rate to the City.

(c) The Council authorizes the officials of the City to assist in the preparation and completion of the POS related to the offering of the Bonds and authorizes the Delegated Officers to deem final the POS of the City pursuant to SEC Rule 15c2-12 at such time the POS is final, provided the POS is made available to the Council for review, and to authorize the use of the POS in connection with the offering of the Bonds and the submission of the POS to rating agencies for purposes of obtaining a rating for the Bonds. Prior to the posting of the POS, the Delegated Officers, in consultation with the Municipal Advisor and Bond Counsel, are authorized to make such changes as are necessary for the Delegated Officers to deem final the POS.

(d) The Notice of Sale, in substantially the form attached as Exhibit B hereto, is hereby ratified and approved and the Delegated Officers are authorized to complete the Notice of Sale and effect timely dissemination thereof prior to the sale of the Bonds. Prior to dissemination of the Notice of Sale, the Delegated Officers, in consultation with the Municipal Advisor and Bond Counsel, are authorized to make such changes to the form of the Notice of Sale as shall be necessary in the judgment of the Municipal Advisor to result in an advantageous sale of the City's Bonds, provided such changes are consistent with this Ordinance.

(e) The Notice of Intention in substantially the form attached as Exhibit C hereto is hereby ratified and approved and the Delegated Officers are authorized to effect timely publication of the Notice of Intention.

(f) Upon the sale of the Bonds, the POS together with such changes, omissions, insertions and revisions to reflect the final terms and provisions of the Bonds (thereafter referred to as the "Official Statement"), shall be approved and signed by the Mayor or Council President of the City to authorize distribution to prospective purchasers of the Bonds and other interested persons.

(g) The Information Reporting Agreement, in substantially the form attached hereto as Exhibit D, is hereby ratified and approved in all respects, and the Council authorizes inclusion of a copy thereof in the POS and Official Statement. Upon delivery of the Bonds, the Mayor or Council President of the City is hereby authorized to execute and deliver the Information Reporting Agreement. Such Information Reporting Agreement shall constitute the City's undertaking for compliance with Rule 15c2-12.

209. <u>Sale of Bonds and Related Documents; Delegation Authority</u>.

(a) Pursuant to Section 57-235, Idaho Code, as amended, the Council hereby delegates to the Delegated Officers the power to make the following determinations on the date of sale of the Bonds and to evidence the award of the sale of the Bonds to the lowest bidder(s) pursuant to the Notice of Sale, without any requirement that the members of the Council meet to approve such determinations, but subject to the limitations provided:

(1) The rates of interest to be borne by the Bonds, provided that (i) the True Interest Cost[1] of the Bonds, as certified by the Municipal Advisor, shall not exceed three and zero hundredths percent (3.00%).

(2) The aggregate principal amount of the Bonds, provided such amount delivered to the Project Fund shall not exceed Nine Million Six Hundred Forty Thousand Dollars ($9,640,000).

(3) The amount of principal of the Bonds maturing, or subject to mandatory sinking fund redemption, in any particular year, and the rate of interest accruing thereon.

(4) The final maturity of the Bonds, provided that the final maturity date of the Bonds shall not exceed ten (10) years from the date of issuance of the Bonds.

(5) The price at which the Bonds will be sold (including any original issue premium/discount).

(6) The terms of any contract to provide credit enhancement of the Bonds.

(b) Upon the sale of the Bonds, the Delegated Officers shall execute a Delegation Certificate substantially in the form attached hereto as Exhibit E reflecting the final terms and provisions of the Bonds and certifying that the final terms and provisions of the Bonds are consistent with, not in excess of, and no less favorable than the terms set forth in subparagraph (a) above. In addition, the Delegation Certificate shall include certification by the Delegated Officers that the amortization plan of the Bonds, as approved by the execution of the Delegation Certificate, complies with the requirements of Section 57-211, Idaho Code, either by virtue of the criteria set forth in such Section 57-211, or by virtue of the Delegated Officers' finding that the amortization plan is to the advantage of the City.

210. <u>Execution of Bonds</u>. The Bonds shall be executed on behalf of the City, either manually or by facsimile, by the Mayor of the City, countersigned by the Treasurer of the City, and attested by the Clerk of the City and the corporate seal of the City shall be impressed or printed thereon. The certificate of the Treasurer of the City attached to the Bonds shall be signed, either manually or by facsimile, by the Treasurer of the City, with the seal of the City impressed or printed thereon. The said officials and each of them are hereby authorized and

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[1] True Interest Cost is the rate necessary to discount the debt service payments compounding semi-annually to the purchase price received by the City on the Closing Date (par amount plus original issue bond premium/(discount) less underwriter's discount).

instructed to execute the Bonds accordingly, and, if executed by facsimile signatures, the use of such facsimile signatures of said Mayor, City Treasurer and Clerk of the City and such facsimile of the seal of the City on the Bonds are hereby authorized, approved and adopted as the authorized and authentic execution, countersigning, and sealing of the Bonds by said officials. The Bonds then shall be delivered to the Bond Registrar for manual authentication. Only the Bonds that bear a certificate of authentication, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Ordinance, and such certificate of the Bond Registrar shall be conclusive evidence that the Bonds, so authenticated, have been duly authenticated and delivered under, and are entitled to the benefits of, this Ordinance and that the Bondholder thereof is entitled to the benefits of this Ordinance. The certificate of authentication of the Bond Registrar on any Bond shall be deemed to have been executed by it if (a) such Bond is signed by an authorized officer of the Bond Registrar, provided that it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder or that all of the Bonds hereunder be authenticated by the same Bond Registrar; and (b) the date of registration and authentication of the Bond is inserted in the place provided therefor on the certificate of authentication.

The Mayor, Treasurer, and Clerk of the City are authorized to execute, countersign and seal from time to time, in the manner described above, Bonds (the "Exchange Bonds") to be issued and delivered for the purpose of effecting transfers and exchanges of Bonds pursuant to ARTICLE 3 hereof. At the time of the execution, countersigning, and sealing of the Exchange Bonds by the City, the payee, principal amount, maturity and interest rate shall be in blank. Upon any transfer or exchange of Bonds pursuant to ARTICLE 3 hereof, the Bond Registrar shall cause to be inserted in appropriate Exchange Bonds the appropriate payee, principal amount, maturity and interest rate. The Bond Registrar is hereby authorized and directed to hold the Exchange Bonds and to complete, authenticate and deliver the Exchange Bonds for the purpose of effecting transfers and exchanges of Bonds; provided that any Exchange Bonds authenticated and delivered by the Bond Registrar shall bear the same series, maturity and interest rate as Bonds delivered to the Bond Registrar for exchange or transfer and shall bear the name of such payee as the Bondholder requesting an exchange or transfer shall designate; and provided further that, upon the delivery of any Exchange Bonds by the Bond Registrar, a like principal amount of Bonds submitted for transfer or exchange and of like series and having like maturities and interest rates, shall be cancelled. The execution, countersigning and sealing by the City and delivery to the Bond Registrar of any Exchange Bond shall constitute full and due authorization of such Bond containing such payee, maturity and interest rate as the Bond Registrar shall cause to be inserted, and the Bond Registrar shall be authorized to authenticate and deliver such Exchange Bond in accordance with the provisions hereof.

In case any officer whose signature or a facsimile of whose signature shall appear on any Bond (including any Exchange Bond) shall cease to be such officer before the issuance or delivery of such Bond, such signature or such facsimile nevertheless shall be valid and sufficient for all purposes, the same as if such officer had remained in office until such issuance or delivery, respectively.

211. Establishment of Funds.

(a) The following funds on the accounting records of the City are hereby created:

(1) Bond Fund, separate from all other funds and accounts of the City and constituting a sinking fund in accordance with Idaho Code Section 57-222, to be held by the City;

(2) Project Fund, to be held by the City to pay costs of the Project;

(3) Costs of Issuance Fund, to be held by the Paying Agent to pay costs of issuance of the Bonds; and

(4) Rebate Fund, to be held by the City for deposit of sums required by the Code and as provided in the Tax Certificate.

(b) There shall be deposited into the Bond Fund (i) Tax Receipts collected pursuant to Section 501 hereof; and (ii) other funds as the City shall designate as irrevocably available to pay principal and interest on the Bonds. The City shall make disbursements from the Bond Fund in accordance with Sections 404 and 501 hereof.

(c) There shall be deposited into and disbursed from the Project Fund the moneys referred to in Section 212.(c) hereof.

(d) There shall be deposited into and disbursed from the Costs of Issuance Fund the moneys referred to in Section 212(b) hereof.

(e) There shall be deposited into and disbursed from the Rebate Fund the sums required under the Code.

212. Delivery of Bonds; Application of Proceeds of Bonds. Following the sale of the Bonds, the Finance Director of the City is hereby instructed to make delivery of the Bonds pursuant to the DTC Fast Automated Securities Transfer System, receive payment therefor in accordance with the terms of the Notice of Sale and to deposit or use the proceeds of sale as follows:

(a) accrued interest, if any, on the Bonds to the date of delivery of the Bonds shall be deposited into the Bond Fund;

(b) a portion of the proceeds of the sale of the Bonds in an amount sufficient to pay the costs of issuance of the Bonds shall be deposited in the Costs of Issuance Fund and used to pay the costs of issuance of the Bonds;

(c) the remaining proceeds of the sale of the Bonds shall be deposited into the Project Fund and used to pay the costs of the Project.

213. Costs of Issuance Fund. There is hereby established in the hands of the Paying Agent a separate account designated the "Costs of Issuance Fund." At the time of the delivery of the Bonds, the City shall deposit into the Costs of Issuance Fund such amount of proceeds of the Bonds as shall be shown in a Written Certificate filed with the Paying Agent at the time of delivery of the Bonds. The Written Certificate shall itemize those costs of issuance to be paid from the Costs of Issuance Fund. Moneys in the Costs of Issuance Fund shall be used for the payment of costs of issuance of the Bonds. Any moneys remaining in the Costs of Issuance Fund shall be transferred within ninety (90) days of the Issue Date by the Paying Agent to the City for deposit into the Bond Fund.

214. Defeasance.

(a) If the City shall pay or cause to be paid, or there shall otherwise be paid, to the Bondholders the principal of or redemption price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Ordinance, or such Bonds shall have been deemed to have been paid, then the levy of taxes provided in Section 501 hereof and other moneys, securities and funds pledged under this Ordinance and all covenants, agreements and other obligations of the City to the Bondholders, shall thereupon cease, terminate and become void and be discharged and satisfied.

(b) Bonds or interest installments, the payment or redemption of which moneys shall have been set aside and shall be held in trust (through deposit by the City of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this section. All outstanding Bonds shall, prior to the maturity thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this section if:

(1) in case any of said Bonds are to be redeemed on any date prior to their maturity, if applicable, the City shall have given irrevocable instructions to mail to the Bondholders of such Bonds, notice of redemption of such Bonds on said date;

(2) there shall have been deposited in escrow with a bank, trust company or suitable depository (the "Defeasance Agent") either (a) moneys in an amount which shall be sufficient; or (b) Defeasance Securities, as defined below (including any Defeasance Securities issued or held in book-entry form on the books of the Department of the Treasury of the United States of America) the principal of and the interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Defeasance Agent at the same time, shall be sufficient, to pay when due the principal or redemption price, as applicable, and interest due and to become due, if applicable, on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be. In the case of a deposit under clause (b) above and the principal amount of the Defeasance Securities is less than the principal or redemption price, as applicable, and interest due and to become due, if applicable, on said Bonds on and prior to the redemption date or maturity date thereof, there will be provided to the City and Defeasance Agent a report of an independent firm of nationally recognized certified

public accountants verifying the sufficiency of the monies, the Defeasance Securities and interest thereon to pay when due the principal or redemption price, as applicable, and interest due and to become due on such Bonds on or prior to the redemption date or maturity date thereof; and

(3) there shall have been delivered an opinion of nationally recognized municipal bond counsel addressed to the City and the Defeasance Agent to the effect that the subject Bonds are no longer outstanding, and are duly paid and defeased; and

(4) in the event said Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the City shall have given irrevocable instructions to mail, first class postage prepaid, a notice to the Bondholders that the deposit required by paragraph (2) above above has been made with the Defeasance Agent and that said Bonds are deemed to have been paid in accordance with this section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price as applicable, and interest due or to become due, if applicable, on said Bonds.

(c) Neither Defeasance Securities nor moneys deposited with the Defeasance Agent pursuant to this section, nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or redemption price, if applicable, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Securities deposited with the Defeasance Agent, if not then needed for such purpose, shall, to the extent practicable, be reinvested in Defeasance Securities maturing at times and in amounts sufficient to pay when due the principal or redemption price, as applicable, and interest to become due on said Bonds on and prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the City, free and clear of any trust, lien or pledge. For the purposes of this section, "Defeasance Securities" shall include the following:

(1) cash insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in paragraph (2) below, or

(2) direct obligations of the United States of America, or other securities, the principal and interest of which are unconditionally guaranteed by the United States of America, including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America, provided such securities shall be authorized as Investment Securities for such purpose by the laws of the State of Idaho.

Bonds, the principal of and interest on and redemption premium, if any, which shall have been provided for in the manner set forth in subsection (b) hereof shall be deemed not to be outstanding under this Ordinance or under applicable provisions of the law of the State of Idaho, including without limitation, the Act and in particular Section 50-1019 of the Act.

215. Designation as Qualified Tax-Exempt Obligations. The City hereby designates the Bonds as "Qualified Tax-Exempt Obligations" for the purpose and within the meaning of Section 265(b)(3) of the Code. The City hereby certifies that the Bonds are the only bonds or similar obligations of the City for which a designation as "Qualified Tax-Exempt Obligations" has been made in the current year.

216. Further Authority. The Mayor, Council President, Clerk, Treasurer, Finance Director and Delegated Officers are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale and delivery of the Bonds and the fulfillment of the covenants and obligations of the City contained herein, in the Bonds, and in any Tax Certificate.

ARTICLE 3
TRANSFER AND EXCHANGE OF BONDS; BOND REGISTRAR

301. Transfer of Bonds.

(a) Any Bond may, in accordance with its terms, be transferred upon the registration books kept by the Bond Registrar pursuant to Section 303 hereof by the Person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Bond Registrar. No transfer shall be effective until entered on the registration books kept by the Bond Registrar. The City, the Bond Registrar and the Paying Agent may treat and consider the Person in whose name each Bond is registered in the registration books kept by the Bond Registrar as the Bondholder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and interest due thereon and for all other purposes whatsoever.

(b) Whenever any Bond or Bonds shall be surrendered for transfer, the Bond Registrar shall authenticate and deliver a new fully registered Bond or Bonds in an authorized denomination (which may be an Exchange Bond or Bonds pursuant to Section 210 hereof) of the same series, designation, maturity and interest rate duly executed by the City for a like aggregate principal amount. The Bond Registrar shall require the payment by the Bondholder requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. With respect to each Bond, no such transfer shall be required to be made (i) after the Record Date with respect to any interest payment date to and including such interest payment date; or (ii) after the Record Date with respect to any redemption of such Bond, if applicable. If Exchange Bonds are prepared in connection with transfers outside the book-entry registration system as provided in Section 401, the foregoing provisions of this Section 301 shall apply to such transfers or exchanges. Then and thereafter, Exchange Bonds shall be in the denomination of Five Thousand Dollars ($5,000) only, and shall bear numbers as provided in Section 205 hereof. All Bonds issued after the first numbering of Bonds in Five Thousand Dollars ($5,000) denominations, pursuant to Section 205, shall thereafter continue to bear the same number, which shall be used on all newly issued Bonds issued for purposes of all subsequent transfers and exchanges.

302. Exchange of Bonds. Bonds may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of fully registered Bonds (which may be an Exchange Bond or Bonds pursuant to Section 210 hereof) of the same series, designation, maturity and interest rate of other authorized denominations. The Bond Registrar shall require the payment by the Bondholder requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. With respect to each Bond, no such exchange shall be required to be made (i) after the Record Date with respect to any interest payment date to and including such interest payment date; or (ii) after the Record Date with respect to any redemption of such Bond, if applicable.

303. Bond Registration Books. This Ordinance shall constitute a system of registration within the meaning and for all purposes of the Registered Public Obligations Act of Idaho, Chapter 9 of Title 57, Idaho Code. The Bond Registrar shall keep or cause to be kept at its principal corporate trust office sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the City; and, upon presentation for such purpose, the Bond Registrar, under such reasonable regulations as it may prescribe, shall register or transfer or cause to be registered or transferred on said books, Bonds as herein provided.

304. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the Bondholders of all Bonds and, upon any transfer, shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

305. Duties of Bond Registrar. If requested by the Bond Registrar, the Mayor, Council President and Clerk of the City are authorized to execute the Bond Registrar's standard form of agreement between the City and the Bond Registrar with respect to the compensation, obligations and duties of the Bond Registrar hereunder which may include the following:

(a) to act as bond registrar, authenticating agent, paying agent, and transfer agent as provided herein;

(b) to maintain a list of Bondholders as set forth herein and to furnish such list to the City upon request but otherwise to keep such list confidential;

(c) to give notice of redemption of Bonds as provided herein (if applicable);

(d) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;

(e) to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed;

(f) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding, and payments made with respect to interest on the Bonds; and

(g) to comply with all applicable provisions of the Representations Letter, as called for in Section 402 hereof.

ARTICLE 4
BOOK ENTRY SYSTEM; LIMITED OBLIGATION OF CITY; REPRESENTATIONS LETTER

401. Book-Entry Systems, Limited Obligation. The Bonds shall be initially issued in the form of a separate single certificated fully registered Bond for each of the maturities approved upon the sale thereof. Upon initial issuance, the ownership of each Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC. Except as provided in Section 403 hereof, all of the outstanding Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC, the City, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any Participant or to any Person on behalf of which a Participant holds an interest in the Bonds with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds; (ii) the delivery to any Participant or any other Person, other than a Bondholder, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Bonds, including any notice of redemption; or (iii) the payment to any Participant or any other Person, other than a Bondholder, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of or interest on the Bonds. The City, the Bond Registrar and the Paying Agent may treat and consider the Person in whose name each Bond is registered in the registration books kept by the Bond Registrar as the Bondholder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of and interest on the Bonds only to or upon the order of the respective Bondholders, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided in Section 206 hereof, and all such payments shall be valid and effective to satisfy and discharge fully the City's obligations with respect to payment of principal of and interest on the Bonds, to the extent of the sum or sums so paid. No Person other than a Bondholder, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Bond evidencing the obligation of the City to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the City of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co. and subject to the provisions herein with respect to Record Dates, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC, and, upon receipt of such a notice, the City shall promptly deliver a copy of the same to the Bond Registrar and the Paying Agent.

402. Representations Letter. In the written acceptance of each Paying Agent and Bond Registrar referred to in Section 206 hereof, such Paying Agent and Bond Registrar, respectively, shall agree to take all action necessary for all representations of the City in the Representations Letter on file or to be filed with DTC with respect to the Paying Agent and Bond Registrar, respectively, to be complied with at all times. The City's Representations Letter is for the purpose of effectuating the book-entry-only system and shall not be deemed to amend, supersede or supplement the terms of this Ordinance, which terms are intended to be complete without reference to the Representations Letter.

In the event of any conflict between the terms of the Representations Letter and the terms of this Ordinance, the terms of this Ordinance shall control. DTC may exercise the rights of a Bondholder hereunder only in accordance with the terms hereof applicable to the exercise of such rights.

403. Transfers Outside Book-Entry System. In the event that (a) the City determines that DTC is incapable of discharging or is unwilling to discharge its responsibilities described herein and in the Representations Letter; (b) DTC determines to discontinue providing its service as securities depository with respect to the Bonds at any time as provided in the Representations Letter; or (c) the City determines that it is in the best interests of the Bondholders, as the beneficial owners of the Bonds, that they be able to obtain certificated Bonds and an alternative book-entry system is not available or is not selected as provided in the succeeding sentence, the City shall notify DTC and direct DTC to notify the Participants of the availability through DTC of Bond certificates, and the Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC. At that time, the City may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system as may be acceptable to the City or such depository's agent or designee, and, if the City does not select such alternate universal book-entry system, the Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of ARTICLE 3 hereof.

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

ARTICLE 5
COVENANTS AND UNDERTAKING

501. Levy of Taxes; Pledge of Tax Receipts.

(a) The City covenants and agrees that to pay principal of and interest on the Bonds falling due to and including the final maturity thereof, the City shall levy taxes and cause taxes to be levied by the County Commissioners of Latah County, Idaho, annually at the time when and in the manner in which other general taxes of the City are levied, upon all the taxable property within the limits of the City, in addition to all other authorized taxes and assessments, in the amount specified by Idaho Code Section 57-222 (the "Tax Receipts"). The Tax Receipts shall be levied, assessed, certified, extended and/or collected by the proper officers at the times other taxes are levied, assessed, certified, extended and collected in, for and by the City and by the officers thereof, all as fixed by law, until the principal and interest of the Bonds shall be fully paid. Any collection fees or charges made in connection with the payment of the Bonds and interest thereon will be paid by the City.

(b) Upon receipt of the Tax Receipts, the City shall deposit the Tax Receipts into the Bond Fund. When collected and deposited into the Bond Fund, the Tax Receipts shall be used for no other purpose than for the payment of the principal of and the interest on the Bonds as the same become due, as long as any of the Bonds remain outstanding and unpaid, but nothing herein contained shall be construed to prevent the City from paying the interest on or the principal of the Bonds from any other funds in its hands and available for that purpose or to prevent the City from levying any further or additional taxes which may be necessary to pay fully the interest on or the principal of the Bonds. Principal of or interest on the Bonds falling due at any time when the Tax Receipts may not be available, shall be paid from other funds of the City and shall be reimbursed from the Tax Receipts when said Tax Receipts shall have been collected.

(c) The City covenants and agrees that the City shall transfer moneys from the Bond Fund sufficient for the scheduled principal and interest payments on the Bonds to the Paying Agent at least five (5) days before each principal and interest payment date for the Bonds.

(d) The City hereby pledges the full faith and credit and taxing power with respect to all taxable property in the City, the Tax Receipts, and all funds on deposit in the Bond Fund for the prompt payment of the principal of and the interest on the Bonds as the same become due, with the intention that pursuant to Idaho Code Section 57-234 the City hereby creates a statutory lien within the meaning of 11 U.S.C. § 101(53) upon the Tax Receipts for the benefit of the Bondholders.

502. Tax Receipts to Constitute Special Revenues. The Tax Receipts shall constitute "special revenues" as defined under 11 U.S.C. § 902(2). As set forth in Section 501 hereof and as provided in Idaho Code Sections 57-222, the Tax Receipts can be used for no other purpose than payment of principal and interest on the Bonds and, therefore, do not constitute receipts levied to finance the general purposes of the City within the meaning of 11 U.S.C. § 902(2)(E). The City covenants to credit all Tax Receipts to the Bond Fund separate and apart from the funds for the payment of principal or interest on any other series of bonds.

503. Bonds in Registered Form. The City recognizes that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully registered form in order that interest

thereon is excluded from gross income for purposes of federal income taxation under laws in force at the time the Bonds are delivered. In connection therewith, the City agrees that it will not take any action to permit the Bonds to be issued in or converted into bearer or coupon form.

504. Arbitrage Covenant; Covenant to Maintain Tax Exemption.

(a) The Mayor, Council President and Finance Director of the City each are hereby authorized and directed to execute, from time to time, such Tax Certificates as shall be necessary to establish that the Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations promulgated or proposed thereunder, as the same presently exist or may from time to time hereafter be amended, supplemented or revised, and to establish that interest on the Bonds is not and will not become includable in gross income under the Code and applicable Regulations. The City covenants and certifies to and for the benefit of the Bondholders that no use will be made of the proceeds of the issue and sale of the Bonds, or any funds or accounts of the City which may be deemed to be proceeds of the Bonds, pursuant to Section 148 of the Code and applicable Regulations (proposed or promulgated), which use, if it had been reasonably expected on the date of issuance of the Bonds, would have caused the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code. Pursuant to this covenant, the City obligates itself to comply throughout the term of the Bonds with the requirements of Section 148 of the Code and the Regulations proposed or promulgated thereunder.

(b) The City further covenants and agrees to and for the benefit of the Bondholders that the City (i) will not take any action that would cause interest on the Bonds to be or to become ineligible for the exclusion from gross income of the Bondholders as provided in Section 103 of the Code; (ii) will not omit to take or cause to be taken, in a timely manner, any action which would cause interest on the Bonds to be or to become ineligible for the exclusion from gross income of the Bondholders as provided in Section 103 of the Code; and (iii) without limiting the generality of the foregoing, (a) will not take any action which would cause the Bonds, or any Bond, to be a "private activity bond" within the meaning of Section 141 of the Code or to fail to meet any applicable requirement of Section 149 of the Code; and (b) will not omit to take or cause to be taken, in a timely manner, an action which would cause the Bonds, or any Bond, to be a "private activity bond" or to fail to meet any applicable requirement of Section 149 of the Code. The Mayor, Council President and Finance Director of the City each are hereby authorized and directed to execute from time to time such Tax Certificates as shall be necessary to establish that the Bonds are not and will not become "private activity bonds," that all applicable requirements of Section 149 of the Code are and will be met, and that the covenant of the City contained in this Section 504.(b) will be complied with.

(c) The City covenants and certifies to and for the benefit of the Bondholders of the Bonds that: (i) the City will at all times comply with the provisions of any Tax Certificates; (ii) the City will at all times comply with the rebate requirements contained in Section 148(f) of the Code, to the extent applicable; and (iii) no bonds or other evidences of indebtedness of the City have been or will be issued, sold or delivered within a period beginning fifteen (15) days prior to the sale of the Bonds and ending fifteen (15) days following the date of delivery of and payment for the Bonds.

(d) The Tax Certificate, in form acceptable to Bond Counsel, with such insertions and changes therein as shall be approved by the Mayor, Council President and Finance Director of the City or their duly authorized deputies, is hereby authorized and approved. Such approval shall be conclusively established by their execution of the Tax Certificate in its final form.

The City hereby covenants to adopt, make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) any ordinance or Tax Certificate necessary to comply with any changes in law or Regulations in order to preserve the exclusion of interest on the Bonds from gross income of the Bondholders thereof for purposes of the federal income tax to the extent that it may lawfully do so. The City further covenants to (a) impose such limitations on the investment or use of moneys or investment related to the Bonds; (b) make such payments to the United States Treasury; (c) maintain such records; (d) perform such calculations; and (e) perform such other acts as may be necessary to preserve the exclusion of interest on the Bonds from gross income of the Bondholders thereof for purposes of the federal income tax, and which it lawfully may do.

Pursuant to these covenants, the City obligates itself to comply with the requirements of Section 103 of the Code and the Regulations proposed or promulgated thereunder throughout the term of the issue of the Bonds.

505. <u>Investment of Funds</u>. Moneys held in any fund or account shall be invested and reinvested by the City or, if held in accounts by the Paying Agent, by the Paying Agent at the written direction of the City, as applicable, 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 payments to be made from such fund or account. Except as otherwise provided in this Ordinance, all investment earnings shall be deposited into the fund or account that holds the investment generating such investment earnings.

506. <u>No Waiver of Limitation Provisions</u>. The Council and the City, hereby covenant and agree with the Bondholders of the Bonds from time to time that neither the City nor the Council will ever waive, or agree to waive, as to the May 21, 2019 Bond Election, the time limitation provisions of subsection B of Section 34-2001A of the Idaho Code.

ARTICLE 6 FORM OF BONDS

601. <u>Form of Bonds</u>. The form of the fully registered Bond for each series of the Bonds shall be in substantially the form set forth on Exhibit A attached to this Ordinance, with such insertions or variations as to any redemption or amortization provisions and such other insertions or omissions, endorsements and variations as may be required.

ARTICLE 7
MISCELLANEOUS

701. Ratification. All proceedings, ordinances, and actions of the Council, the City, and their officers, agents and employees taken in connection with the authorization, sale and issuance of the Bonds are hereby in all respects ratified, confirmed and approved, including without limitation the calling, giving notice and holding of the Bond Election, and the canvass and declaration of the returns thereof as set out in the preamble hereto.

702. Severability. It is hereby declared that all parts of this Ordinance are severable, and if any section, paragraph, clause or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Ordinance.

703. Conflict. All ordinances, orders and regulations or parts thereof heretofore adopted or passed which are in conflict with any of the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

704. Captions. The table of contents and captions or headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or sections of this Ordinance.

[The following page is the execution page.]

ADOPTED by the Council of the City of Moscow, Idaho, after a suspension of the rules, on this 5th day of August, 2019.

CITY OF MOSCOW,
LATAH COUNTY, IDAHO

____
Bill Lambert, Mayor

ATTEST:

____
Laurie M. Hopkins, City Clerk

[SEAL]

EXHIBIT A

FORM OF BONDS

UNITED STATES OF AMERICA

Registered | Registered

Number __________ | $__________

CITY OF MOSCOW,
LATAH COUNTY, IDAHO

GENERAL OBLIGATION BOND, SERIES 2019

INTEREST RATE:	MATURITY DATE:	DATED DATE:	CUSIP:
__________%	08/15/_____	__/__/2019	___

Registered Owner:

Principal Amount: ____ DOLLARS

KNOW ALL MEN BY THESE PRESENTS that the City of Moscow, Latah County, Idaho (the "City"), acknowledges itself indebted and for value received hereby promises to pay to the registered owner identified above, or registered assigns, on the maturity date identified above, upon presentation and surrender hereof, the principal amount identified above (the "Principal Amount"), and to pay the registered owner hereof interest on the balance of said Principal Amount from time to time remaining unpaid from the interest payment date next preceding the date of registration and authentication of this Bond, unless this Bond is registered and authenticated as of an interest payment date, in which event, this Bond shall bear interest from such interest payment date, or unless this Bond is registered and authenticated prior to the first interest payment date, in which event, this Bond shall bear interest from the dated date identified above (the "Dated Date"), or unless, as shown by the records of the hereinafter referred to Bond Registrar, interest on the hereinafter referred to Bonds shall be in default, in which event, this Bond shall bear interest from the date to which interest has been paid in full at the interest rate per annum (calculated on the basis of a year of three hundred sixty (360) days and twelve [12] thirty [30]-day months) identified above (the "Interest Rate"), payable on February 15, 2020, and thereafter in each year on the 15th day of February and August until payment in full of said Principal Amount. To the extent permitted by law, this Bond shall bear interest on overdue principal at the Interest Rate.

Principal of and premium, if any, on this Bond shall be payable at U.S. Bank National Association, Salt Lake City, Utah, the Paying Agent of the City, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; and payment of the semiannual interest hereon shall be made to the registered owner hereof and shall be paid by check or draft mailed to the person who is the registered owner of record at the close of business on the fifteenth (15^{th}) day preceding each interest payment date, and if not a business day of the Paying Agent, the next preceding day that is a business day for the Paying Agent, at the address of such registered owner as it appears on the registration books kept by the hereinafter defined Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar, as provided in the hereinafter defined Bond Ordinance.

This Bond and the issue of Bonds of which it is a part are issued in conformity with and after full compliance with the Constitution of the State of Idaho and pursuant to the provisions of Chapters 2 and 9 of Title 57, Idaho Code, and all acts of the Legislature of the State of Idaho amendatory thereof and supplementary thereto (collectively, the "Act"), and all other laws applicable thereto. It is hereby expressly certified and recited that all acts and conditions requisite and precedent to the validity of this issue have been properly done and performed in regular and due time, form and manner, as required by law; that the total outstanding indebtedness of the City, including the whole of this issue, does not exceed any constitutional or statutory debt limit; that the full faith and credit of the City, together with Tax Receipts as defined in the Bond Ordinance, are hereby pledged for the due and punctual payment of the principal hereof and interest hereon; and that provision has been made in the statutory manner for the levy and collection of taxes sufficient to pay the interest on this Bond as the same becomes due, and for the payment of the principal hereof at the date of the maturity of this Bond. Said Dedicated Receipts constitute taxes specifically levied to finance one (1) or more projects or systems as defined in 11 U.S.C. § 902(2)(E).

This Bond shall not be valid until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

This Bond is one of the General Obligation Bonds, Series 2019, of the City (the "Bonds") limited to the aggregate principal amount of $___________, dated as of the Dated Date and issued in conformity with and after full compliance with the Act, and under and pursuant to an Ordinance of the City adopted on August 5, 2019 (the "Bond Ordinance"), after having been authorized at an election held on May 21, 2019 in the City of Moscow, Latah County, Idaho, by vote of at least two-thirds (2/3) of the qualified electors thereof, for the purpose of providing for the financing the costs of acquisition, construction, remodeling, improvement or otherwise, of a new police station and other public buildings throughout the City, together with all necessary appurtenant facilities and equipment, including all necessary land therefor.

The City has designated this Bond as a "Qualified Tax-Exempt Obligation" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986.

U.S. Bank National Association is the initial bond registrar and paying agent of the City with respect to the Bonds. Said bond registrar and paying agent, together with any successor bond registrar or paying agent, respectively, is referred to herein as the "Bond Registrar" and the "Paying Agent."

The Bonds are initially issued in the form of a separate single certificated fully registered Bond for each maturity, and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC").

Unless this Bond is presented by an authorized representative of DTC to the City or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

[This Bond is transferable, as provided in the Bond Ordinance, only upon the books of the City kept for that purpose at the principal corporate trust office of the Bond Registrar, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or such duly authorized attorney, and, thereupon, the City shall issue in the name of the transferee a new registered Bond or Bonds of authorized denominations of the same aggregate principal amount, series, designation, maturity and interest rate as the surrendered Bond, all as provided in the Bond Ordinance, upon the payment of the charges therein prescribed. No transfer of this Bond shall be effective until entered on the registration books kept by the Bond Registrar. The City, the Bond Registrar and the Paying Agent may treat and consider the person in whose name this Bond is registered on the registration books kept by the Bond Registrar as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever, and neither the City, the Bond Registrar, nor the Paying Agent shall be affected by any notice to the contrary.]

[The Bonds are issuable solely in the form of registered Bonds without coupons in the denomination of Five Thousand Dollars $5,000, or any integral multiple of Five Thousand Dollars ($5,000).]

The Bonds are not subject to optional call and redemption prior to maturity.

Except as otherwise provided herein and unless the context clearly indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Bond Ordinance.

IN WITNESS WHEREOF, the City of Moscow, Latah County, Idaho, by its duly constituted, legally qualified and acting City Council and City officials, has caused this Bond to be signed, either manually or by facsimile, by the Mayor of the City, countersigned by the City Treasurer and attested by the City Clerk thereof and has caused its seal to be impressed or printed hereon, as of the Dated Date identified above.

[Manual or Facsimile Signature]____________
Bill Lambert, Mayor

Countersigned:

[Manual or Facsimile Signature]__________
Sarah L. Banks,
City Treasurer

Attested:

[Manual or Facsimile Signature]__________
Laurie M. Hopkins, City Clerk

[SEAL]

* * * * *

BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one (1) of the Bonds described in the within mentioned Bond Ordinance and is one of the General Obligation Bonds, Series 2019, of the City of Moscow, Latah County, Idaho.

U.S. Bank National Association,
as Bond Registrar

Date of registration
and authentication: ____________________

____________________________________ as

Bond Registrar and Paying Agent

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto ____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints ____________________________ ________________________________, to transfer the within Bond on the records kept for the registration therefor with full power of substitution in the premises.

____

Registered Owner

NOTE: The signature on this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

SIGNATURE GUARANTEED:

____

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

** Included when Bonds registered with DTC.**
[Bracketed text deleted when Bonds DTC registered.]

EXHIBIT B

FORM OF NOTICE OF SALE

EXHIBIT C

NOTICE OF INTENTION

CITY OF MOSCOW, LATAH COUNTY, IDAHO
NOTICE OF INTENTION TO SELL BONDS

Public notice is hereby given by the City of Moscow, Latah County, Idaho (the "City") of its intention to sell up to $9,640,000 par amount of its General Obligation Bonds, Series 2019 (the "Bonds"). The Bonds were authorized at the general election on May 21, 2019, and are to be issued pursuant to Ordinance No. 2019-__, adopted by the City Council of the City on August 5, 2019 (the "Bond Ordinance"). The Bond Ordinance approved the forms of an Official Notice of Bond Sale (the "ONBS") and a Preliminary Official Statement (the "POS"). Information concerning the terms and provisions of the Bonds, the bid parameters, the security for payment of the Bonds, and other pertinent information relating to the Bonds and the City is contained in the Bond Ordinance, the ONBS and the POS. The Bond Ordinance, the ONBS and the POS are available for public inspection at the offices of the City: 206 East 3rd Street, Moscow, Idaho; (208) 993-7000.

Bids will be received by means of the *PARITY®* electronic bid submission system. A prospective bidder must communicate its bid electronically through *PARITY®* on or before 8:30 A.M., PDT, on Tuesday, August 20, 2019 (the "Sale Date"). No bid will be received after the time for receiving bids specified above. For further information about *PARITY®* potential bidders may contact Piper Jaffray & Co., the City's Municipal Advisor (the "Municipal Advisor") at (208) 344-8564 or i–Deal LLC at (212) 849-5024.

There is no legal maximum interest rate that the Bonds may bear. The Bonds will be awarded on the basis of lowest true interest cost as defined in the ONBS. In accordance with Idaho Code Section 57-235, the Bond Ordinance delegated to the Mayor and Finance Director of the City, acting jointly, to determine the winning bid on the Sale Date and to authorize the sale of the Bonds to the successful bidder, provided the interest rate parameters established in the Bond Ordinance are met. The Municipal Advisor, on behalf of the City, will notify the apparent successful bidder (electronically via PARITY®) as soon as possible after the City's receipt of bids, that such bidder's bid appears to be the best bid received which conforms to the requirements of the ONBS.

Dated this ___ day of August, 2019.

Published: August 13, 2019.

EXHIBIT D

FORM OF INFORMATION REPORTING AGREEMENT

EXHIBIT E

FORM OF DELEGATION CERTIFICATE

EXHIBIT A

FORM OF BONDS

UNITED STATES OF AMERICA

Registered	Registered
Number __________	$__________

CITY OF MOSCOW,
LATAH COUNTY, IDAHO

GENERAL OBLIGATION BOND, SERIES 2019

INTEREST RATE:	MATURITY DATE:	DATED DATE:	CUSIP:
__________%	08/15/_____	__/__/2019	___

Registered Owner:

Principal Amount: ____ DOLLARS

KNOW ALL MEN BY THESE PRESENTS that the City of Moscow, Latah County, Idaho (the "City"), acknowledges itself indebted and for value received hereby promises to pay to the registered owner identified above, or registered assigns, on the maturity date identified above, upon presentation and surrender hereof, the principal amount identified above (the "Principal Amount"), and to pay the registered owner hereof interest on the balance of said Principal Amount from time to time remaining unpaid from the interest payment date next preceding the date of registration and authentication of this Bond, unless this Bond is registered and authenticated as of an interest payment date, in which event, this Bond shall bear interest from such interest payment date, or unless this Bond is registered and authenticated prior to the first interest payment date, in which event, this Bond shall bear interest from the dated date identified above (the "Dated Date"), or unless, as shown by the records of the hereinafter referred to Bond Registrar, interest on the hereinafter referred to Bonds shall be in default, in which event, this Bond shall bear interest from the date to which interest has been paid in full at the interest rate per annum (calculated on the basis of a year of three hundred sixty (360) days and twelve [12] thirty [30]-day months) identified above (the "Interest Rate"), payable on February 15, 2020, and thereafter in each year on the 15th day of February and August until payment in full of said Principal Amount. To the extent permitted by law, this Bond shall bear interest on overdue principal at the Interest Rate.

Principal of and premium, if any, on this Bond shall be payable at U.S. Bank National Association, Salt Lake City, Utah, the Paying Agent of the City, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; and payment of the semiannual interest hereon shall be made to the registered owner hereof and shall be paid by check or draft mailed to the person who is the registered owner of record at the close of business on the fifteenth (15^{th}) day preceding each interest payment date, and if not a business day of the Paying Agent, the next preceding day that is a business day for the Paying Agent, at the address of such registered owner as it appears on the registration books kept by the hereinafter defined Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar, as provided in the hereinafter defined Bond Ordinance.

This Bond and the issue of Bonds of which it is a part are issued in conformity with and after full compliance with the Constitution of the State of Idaho and pursuant to the provisions of Chapters 2 and 9 of Title 57, Idaho Code, and all acts of the Legislature of the State of Idaho amendatory thereof and supplementary thereto (collectively, the "Act"), and all other laws applicable thereto. It is hereby expressly certified and recited that all acts and conditions requisite and precedent to the validity of this issue have been properly done and performed in regular and due time, form and manner, as required by law; that the total outstanding indebtedness of the City, including the whole of this issue, does not exceed any constitutional or statutory debt limit; that the full faith and credit of the City, together with Tax Receipts as defined in the Bond Ordinance, are hereby pledged for the due and punctual payment of the principal hereof and interest hereon; and that provision has been made in the statutory manner for the levy and collection of taxes sufficient to pay the interest on this Bond as the same becomes due, and for the payment of the principal hereof at the date of the maturity of this Bond. Said Dedicated Receipts constitute taxes specifically levied to finance one (1) or more projects or systems as defined in 11 U.S.C. § 902(2)(E).

This Bond shall not be valid until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

This Bond is one of the General Obligation Bonds, Series 2019, of the City (the "Bonds") limited to the aggregate principal amount of $____________, dated as of the Dated Date and issued in conformity with and after full compliance with the Act, and under and pursuant to an Ordinance of the City adopted on August 5, 2019 (the "Bond Ordinance"), after having been authorized at an election held on May 21, 2019 in the City of Moscow, Latah County, Idaho, by vote of at least two-thirds (2/3) of the qualified electors thereof, for the purpose of providing for the financing the costs of acquisition, construction, remodeling, improvement or otherwise, of a new police station and other public buildings throughout the City, together with all necessary appurtenant facilities and equipment, including all necessary land therefor.

The City has designated this Bond as a "Qualified Tax-Exempt Obligation" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986.

U.S. Bank National Association is the initial bond registrar and paying agent of the City with respect to the Bonds. Said bond registrar and paying agent, together with any successor bond registrar or paying agent, respectively, is referred to herein as the "Bond Registrar" and the "Paying Agent."

The Bonds are initially issued in the form of a separate single certificated fully registered Bond for each maturity, and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC").

Unless this Bond is presented by an authorized representative of DTC to the City or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

[This Bond is transferable, as provided in the Bond Ordinance, only upon the books of the City kept for that purpose at the principal corporate trust office of the Bond Registrar, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or such duly authorized attorney, and, thereupon, the City shall issue in the name of the transferee a new registered Bond or Bonds of authorized denominations of the same aggregate principal amount, series, designation, maturity and interest rate as the surrendered Bond, all as provided in the Bond Ordinance, upon the payment of the charges therein prescribed. No transfer of this Bond shall be effective until entered on the registration books kept by the Bond Registrar. The City, the Bond Registrar and the Paying Agent may treat and consider the person in whose name this Bond is registered on the registration books kept by the Bond Registrar as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever, and neither the City, the Bond Registrar, nor the Paying Agent shall be affected by any notice to the contrary.]

[The Bonds are issuable solely in the form of registered Bonds without coupons in the denomination of Five Thousand Dollars $5,000, or any integral multiple of Five Thousand Dollars ($5,000).]

The Bonds are not subject to optional call and redemption prior to maturity.

Except as otherwise provided herein and unless the context clearly indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Bond Ordinance.

IN WITNESS WHEREOF, the City of Moscow, Latah County, Idaho, by its duly constituted, legally qualified and acting City Council and City officials, has caused this Bond to be signed, either manually or by facsimile, by the Mayor of the City, countersigned by the City Treasurer and attested by the City Clerk thereof and has caused its seal to be impressed or printed hereon, as of the Dated Date identified above.

[Manual or Facsimile Signature]
Bill Lambert, Mayor

Countersigned:

[Manual or Facsimile Signature]
Sarah L. Banks,
City Treasurer

Attested:

[Manual or Facsimile Signature]
Laurie M. Hopkins, City Clerk

[SEAL]

* * * * *

BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one (1) of the Bonds described in the within mentioned Bond Ordinance and is one of the General Obligation Bonds, Series 2019, of the City of Moscow, Latah County, Idaho.

U.S. Bank National Association,
as Bond Registrar

Date of registration
and authentication: ____________________

____ as

Bond Registrar and Paying Agent

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto ____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints ____________________________ ________________________________, to transfer the within Bond on the records kept for the registration therefor with full power of substitution in the premises.

____

Registered Owner

NOTE: The signature on this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

SIGNATURE GUARANTEED:

____

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

** Included when Bonds registered with DTC.**
[Bracketed text deleted when Bonds DTC registered.]

EXHIBIT B

FORM OF NOTICE OF SALE

OFFICIAL NOTICE OF BOND SALE

And

PRELIMINARY OFFICIAL STATEMENT

City of Moscow, Latah County, Idaho

$8,615,000*

General Obligation Bonds, Series 2019 (Bank Qualified)

Electronic bids will be received up to 8:30:00 A.M., P.D.T., via the ***PARITY®*** electronic bid submission system, on Tuesday, August 20, 2019.

* Preliminary; subject to change.

(This Page Has Been Intentionally Left Blank.)

This OFFICIAL NOTICE OF SALE does not alone constitute an invitation for bids on the Bonds but is merely a notice of the sale of the Bonds described herein. The invitation for bids is being made by means of this OFFICIAL NOTICE OF SALE and the PRELIMINARY OFFICIAL STATEMENT. Information contained in this OFFICIAL NOTICE OF SALE is qualified in its entirety by the detailed information contained in the PRELIMINARY OFFICIAL STATEMENT.

OFFICIAL NOTICE OF SALE

CITY OF MOSCOW, LATAH COUNTY, IDAHO
\$8,615,000[(1)]
GENERAL OBLIGATION BONDS, SERIES 2019 (Bank Qualified)

Notice is hereby given that electronic unconditional bids for the purchase of all, but not less than all, of the \$8,615,000[(1)] aggregate principal amount of General Obligation Bonds, Series 2019 (Bank Qualified) (the "2019 Bonds") of City of Moscow, Latah County, Idaho (the "City"), will be received as follows:

Bid Date:	**August 20, 2019**
Bid Time:	**8:30 a.m. Pacific Time (the "Bid Time")**
Electronic Bids:	**PARITY Bidding System ("Parity")**

All bids received with respect to the 2019 Bonds will be accepted or rejected by the Mayor and Finance Director of the City, acting jointly (the "City Representatives"), after due review on the day bids are received and if such bids meet the parameters approved by the Council of the City. If the City accepts a bid for the 2019 Bonds, the 2019 Bonds will be awarded to the successful bidder and the terms of the bid will be approved by the City Representatives. See "Award" herein. No bid received after the Bid Time will be considered.

Right of Postponement or Cancellation

The City reserves the right to change the date, timing or terms under which the 2019 Bonds are offered for sale; or to cancel the sale based on market conditions, as communicated through TM3, the Bond Buyer Wire, or the Bloomberg News Network.

Right to Modify or Amend

The City reserves the right to modify or amend this Official Notice of Sale. If such modifications occur, supplemental information with respect to the 2019 Bonds will be placed on BiDCOMP/*PARITY*® not later than 2:00 pm, Pacific Time, on the business day prior to the day bids are to be received.

Failure of any potential bidder to receive notice of any modification or amendment will not affect the sufficiency of any such notice or the legality of the sale. Bidders are required to bid upon the 2019 Bonds as so modified or amended.

---

(1) Preliminary, subject to change.

Bidding Process

The 2019 Bonds will be sold on an all-or-none basis. Bids for the 2019 Bonds must be submitted electronically via ***Parity*** in accordance with its Rules of Participation and this Official Notice of Sale, and no bid will be received after the time for receiving bids specified above. Subscription to i-Deal LLC's BIDCOMP Competitive Bidding System is required in order to submit an electronic bid. For further information about ***Parity***, potential bidders may contact ***Parity*** at (212) 849-5021.

By submitting an electronic bid for the 2019 Bonds, each bidder hereby agrees to the following terms and conditions:

(i) If any provision in this Official Notice of Sale conflicts with information or terms provided or required by ***Parity***, this Official Notice of Sale, including any amendments issued by public wire, will control.

(ii) The bidder is solely responsible for making necessary arrangements to access ***Parity*** for purposes of submitting a bid timely and in compliance with the requirements of this Official Notice of Sale.

(iii) The City has no duty or obligation to provide or assure access to ***Parity***, and is not responsible for the proper operation of, or has any liability for, any delays or interruptions of, or any damages caused by, use of ***Parity***.

(iv) The City is using ***Parity*** as a communication mechanism, and not as an agent of the City, to conduct electronic bidding for the bonds. ***Parity*** is acting as an independent contractor and is not acting for or on behalf of the City.

(v) Upon acceptance of a bid by the City, this Official Notice of Sale and the information that is electronically transmitted through ***Parity*** will form a contract between the bidder and the City as an irrevocable offer to purchase the 2019 Bonds on the terms provided in this Official Notice of Sale.

If all bids for the 2019 Bonds are rejected, the City Representatives may fix a new date and time for the receipt of bids for the 2019 Bonds by giving notice communicated through the Wire Services not less than 24 hours prior to such new date and time. Any notice specifying a new date and/or time for the receipt of bids, following the rejection of bids received or otherwise, will be considered an amendment to this Official Notice of Sale.

A copy of the City's Preliminary Official Statement (with this Official Notice of Sale), dated ___________, 2019 and further information regarding the details of the Bonds may be obtained from i-Deal Prospectus, a service of i-Deal LLC, at *www.i-dealprospectus.com*, or upon request to the City.

Security

The 2019 Bonds are general obligations of the City, and the full faith, credit and resources of the City are pledged for the punctual payment of the principal of and interest on the 2019 Bonds. The City has covenanted and is obligated by law to levy annually ad valorem taxes without limitation as to rate or amount on all taxable property in the City sufficient to pay the principal of and interest on the 2019 Bonds.

THE 2019 BONDS DO NOT CONSTITUTE A DEBT OR INDEBTEDNESS OF THE STATE OF IDAHO, LATAH COUNTY, OR ANY POLITICAL SUBDIVISION THEREOF OTHER THAN THE CITY.

Interest Payment Dates and Maturity Schedule

The 2019 Bonds will be dated the date of their initial delivery. The 2019 Bonds bear interest payable semiannually on each February 15 and August 15, beginning February 15, 2020, to maturity or earlier redemption of the Bonds, if applicable.

The successful bidder for the 2019 Bonds shall designate whether some or all of the principal amounts of the Bonds (in $5,000 increments) shall be retired as shown in the table below as serial bonds maturing in each year or as amortization installments of term bonds maturing in the years specified by the bidder.

Due August 15	Amounts(1)
2020	$ 690,000
2021	750,000
2022	780,000
2023	810,000
2024	840,000
2025	875,000
2026	910,000
2027	950,000
2028	985,000
2029	1,025,000

(1) These amounts are preliminary, subject to change and will constitute principal maturities of the 2019 Bonds unless Term Bonds are specified by the successful bidder, in which case these amounts may constitute mandatory sinking fund redemptions of Term Bonds.

Term Bonds

Term bonds, if any, must consist of the total principal payments of two or more consecutive years and mature in the latest of those years (the "Term Bonds").

Term Bonds are further subject to mandatory redemption prior to their stated maturity dates on August 15 of each year for which mandatory sinking fund redemption is specified by the successful bidder by lot within any maturity if less than all of such maturity is to be redeemed, upon payment of the principal amount thereof and accrued interest thereon to the date fixed for redemption, without premium, but only in amounts equal to, and in accordance with the schedule of principal amounts of the Bonds to be redeemed in each such year from the mandatory sinking fund. If no Term Bonds are designated in the winning bid, the Bonds will mature serially as provided in this Official Notice of Sale.

Redemption Provisions

The 2019 Bonds are not subject to optional redemption prior to maturity.

Book-Entry Only

The 2019 Bonds are issuable only as fully registered bonds and, when issued, will be registered in the name of Cede & Co. as bond owner and nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the 2019 Bonds. Purchases of the Bonds will be made in book-entry form, in the denomination of $5,000 or any integral multiple thereof. Purchasers will not receive certificates representing their interest in the Bonds purchased. The principal of and interest on the 2019 Bonds are payable by U.S. Bank National Association, as paying agent and bond registrar (the "Paying Agent") to DTC, which in turn is obligated to remit such principal and interest to the DTC participants for subsequent disbursement to beneficial owners of the Bonds.

Bidding Information

Bidders are invited to submit bids for the purchase of the 2019 Bonds fixing the interest rate or rates that the 2019 Bonds will bear, but:

(i) no bid will be considered for the Bonds that is less than an amount equal to one hundred two percent (102%) of the par value of the 2019 Bonds nor more than an amount equal to one hundred fifteen percent (115%) of the par value of the Bonds, or for less than the entire offering of the 2019 Bonds bid on;

(ii) interest rates bid shall be in multiples of 1/8 or 1/20 of one percent, or both

(iii) interest shall be computed from the dated date of a 2019 Bond to its stated maturity date at the single interest rate specified in the bid for the Bonds of such maturity;

(iv) no more than one rate of interest may be fixed for any one maturity;

(v) a zero percent (0%) interest rate may not be used;

(vi) the highest interest rate bid for any of the 2019 Bonds shall not exceed five percent (5.0%) per annum;

(vii) no single maturity may have a price of less than ninety-eight percent (98%) of the par value of the 2019 Bond for that maturity; and

(viii) bids must be without condition and may only be submitted electronically via Parity.

Award

The 2019 Bonds will be sold to the bidder making a bid for the 2019 Bonds that conforms to the terms of the offering and that, on the basis of the lowest true interest cost, is the best bid. For the purpose of comparing bids only, each bid must state the true interest cost of the bid determined in the manner hereinafter stated. The true interest cost to the City will be the rate that, when used to discount to the date of the Bonds all future payments of principal and interest (using semiannual compounding and a 30/360 day basis), produces an amount equal to the bid amount.

If there are two or more equal bids for the 2019 Bonds and those bids are the best bids received, the City Representatives will determine by lot which bid will be accepted. The City reserves the right to reject any or all bids submitted and any bid not complying with the terms of this Official Notice of Sale. The City also reserves the right to waive any formality or irregularities in the bidding or bidding process. If all bids for an offering are rejected, the 2019 Bonds may be re-advertised for sale in the manner provided by law and as provided above or by private sale.

Adjustment of Principal Amount and Bid Price After Award of the Bonds

The 2019 Bonds will be awarded based on the maturity schedule above. However, the City reserves the right to increase or decrease the total principal amount of the 2019 Bonds by an amount not to exceed fifteen percent (15%) of the total following the opening of the bids. Within the limitations of the last sentence, the City also reserves the right to increase or decrease the par amount of any maturity by the greater of fifteen percent (15%) of the par amount of that maturity or $150,000, in order to properly size the issue and adjust debt service. Notice of any adjustment will be given to the winning bidder after bid opening. The underwriter's spread will be preserved at the same percentage as bid.

Any such adjustment of principal amounts of the 2019 Bonds shall be based on the schedule of principal amounts provided by the City to be used as the basis for the bids for the 2019 Bonds. In the event of any such adjustment, no rebidding or recalculation of the bids submitted will be required or permitted and no successful bid may be withdrawn. The bidder awarded the 2019 Bonds by the City shall not be permitted to withdraw its bid, change the interest rates in its bid or reoffering prices as a result of any changes made to the principal amounts of the 2019 Bonds in accordance with this Official Notice of Sale.

Good Faith Deposit

The winning bidder will be required to provide a good faith deposit in the amount of $86,000 in immediately available funds wired to the City not later than 1:30 p.m. (Pacific Time) on August 20, 2019. The City or Piper Jaffray & Co., the City's Municipal Advisor (the "Municipal Advisor"), will provide the wire information immediately upon the award of the bid.

The good faith deposit will be held by the City to secure the City from any loss resulting from the failure of the bidder to comply with the terms of its bid, and will be forfeited to the City as liquidated damages if the bidder to whom the bonds are awarded withdraws its bid or fails to complete its purchase of either series of bonds in accordance with this Official Notice of Sale and its bid.

Interest earnings on any good faith deposit will be the property of the City, and will not be credited against the purchase price of the 2019 Bonds. The successful bidder for the 2019 Bonds shall pay the balance of the purchase price for the 2019 Bonds at closing, in funds immediately available to the City on the date and at the time of closing (see "Delivery").

Reoffering Prices

Prior to the formal award of the sale, and promptly after bids for the 2019 Bonds are due, the apparent successful bidder shall provide the Municipal Advisor with the reoffering prices and yields. The reoffering prices and yields so provided will be printed on the inside cover of the final Official Statement. In addition, the winning bidder must provide an Issue Price Certificate certifying the reoffering prices and yields that the successful bidder previously provided, not later than two business days prior to the closing of the 2019 Bonds. The Issue Price Certificate must be substantially as shown below under "Form of Issue Price Certificate" and satisfactory to Bond Counsel, and contain information reasonably requested by the City and Bond Counsel that will enable the City to determine the "Issue Price" (within the meaning of Treasury Regulations Section 1.148-1) for each maturity of the 2019 Bonds. If the successful bidder fails to provide the Issue Price Certificate required by this Notice of Sale, the City may cancel the sale of the 2019 Bonds and retain the successful bidder's good faith deposit as liquidated damages.

Ratings

The City will, at its own expense, pay the fee to S&P Global for rating the 2019 Bonds. Any additional ratings shall be at the option and expense of the bidder.

Bidder's Option Insurance

Bids for the 2019 Bonds may not be conditioned upon obtaining insurance or any other credit enhancement. The City does not intend to qualify the 2019 Bonds for municipal bond insurance. If the successful bidder wishes to obtain municipal bond insurance for any of the 2019 Bonds, the City will cooperate with the bidder and the insurer to allow the insurance to be issued, but only if doing so does not increase the City's risks or expense. All costs related to municipal bond insurance for the 2019 Bonds must be paid by the successful bidder, and no difficulty with, or failure to obtain, any municipal bond insurance will excuse the successful bidder from its obligation to purchase the 2019 Bonds pursuant to its bid.

Closing Certificates

At the time of payment for the delivery of the 2019 Bonds, the City will furnish the successful bidder a certificate confirming that there is no material litigation pending that is not disclosed in the Official Statement, and that the portions of the Official Statement describing the City do not contain any material misstatements or omissions.

Tax-Exemption

In the opinion of Hawley Troxell Ennis & Hawley LLP, Bond Counsel, assuming continuous compliance by the City with certain covenants, interest on the 2019 Bonds is not included in gross income under present federal income tax laws pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and is excluded from alternative minimum taxable income as defined in Section 55(b)(2) of the Code. Interest on the 2019 Bonds is not included in Idaho taxable income under present Idaho income tax laws. See "Tax-Exemption" in the Preliminary Official Statement herein for a description of this designation.

Bank Qualified

The City intends to designate the 2019 Bonds as "qualified tax-exempt obligations" pursuant to the small issuer exception provided by Section 265(b)(3)(B) of the Code, which affords banks and thrift institutions purchasing the 2019 Bonds, more favorable treatment of their deduction for interest expense than would otherwise be allowed under Section 265(b)(2) of the Code for taxable years of such financial institutions ending after December 31, 1986.

Legal Opinion

Legal matters incident to the authorization, issuance and sale of the 2019 Bonds by the City are subject to the approving legal opinion of Bond Counsel, substantially in the form attached hereto as Appendix B. A reliance letter will be provided at no cost to the purchaser. Certain matters will be passed upon for the City by Hawley Troxell Ennis & Hawley LLP, in its role as disclosure counsel.

Issue Price Information

Establishment of Issue Price. By submitting a bid for the 2019 Bonds, the winning bidder for such Series agrees to assist the City in establishing the issue price of the 2019 Bonds and to execute and deliver to the City at closing an "issue price" or similar certificate (the "Issue Price Certificate") setting forth the reasonably expected initial offering price to the public or the sales price or prices of the 2019 Bonds, together with the supporting pricing wires or equivalent communications. **By submitting a bid, the winning bidder agrees to observe the "hold-the-offering-price" rule (defined below) if the Competitive Sale Safe Harbor (defined below) does not apply on the sale date. Bids will not be accepted if they are subject to cancellation in the event that the Competitive Sale Safe Harbor does not apply.**

The City has attached to this Official Notice of Bond Sale as Exhibits A and B two alternatives for the form of Issue Price Certificate. Exhibit A reflects the form that would be used if the safe harbor described in Treasury Regulations Section 1.148-1(f)(3)(i) (the "Competitive Sale Safe Harbor") is applicable on the sale date; Exhibit B reflects the form that would be used if the Competitive Sale Safe Harbor is inapplicable, in which case the City will require that the winning bidder observe the "hold-the-offering-price" rule. The winning bidder agrees to execute the appropriate Issue Price Certificate, substantially in the form attached hereto with only such modifications as may be acceptable to the City and Bond Counsel.

All communications with the City pursuant to this Official Notice of Bond Sale relating to establishing the issue price of the Bonds may be directed to the City's Municipal Advisor. Any notice, report, pricing wire, or equivalent communication that is to be provided to the City to establish the issue price is to be provided to the City's Municipal Advisor and its Bond Counsel.

Competitive Sale Safe Harbor. The City intends for the provisions of Treasury Regulations Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) to apply to the initial sale of the Bonds (the "competitive sale requirements"), because:

(i) the City will disseminate this Official Notice of Bond Sale to potential underwriters in a manner reasonably designed to reach potential underwriters;

(ii) all bidders will have an equal opportunity to bid;

(iii) the City expects to receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(iv) the City anticipates awarding the sale of the 2019 Bonds to the bidder who submits a firm offer to purchase the 2019 Bonds at the highest price (or lowest interest cost), as set forth in this Official Notice of Bond Sale.

Each bid submitted pursuant to this Official Notice of Bond Sale will be considered a firm offer for the purchase of the 2019 Bonds, as specified in the bid. The Competitive Sale Safe Harbor will be considered inapplicable if the City and its Bond Counsel determine that the requirements of Treasury Regulations Section 1.148-1(f)(3)(i), including the requirement to receive at least three bids, have not been met.

Hold-the-Offering-Price Rule Applies if Competitive Sale Safe Harbor Not Met. If the competitive sale requirements are not satisfied, the City will so advise the winning bidder. The City, in its sole discretion, on a maturity-by-maturity basis, may determine to treat:

(i) the first price at which 10% of a maturity of the 2019 Bonds (the "10% test") is sold to the public as the issue price of that maturity; and/or

(ii) the initial offering price to the public as of the sale date of any maturity of the 2019 Bonds as the issue price of that maturity (the "hold-the-offering-price rule").

The winning bidder must advise the City, as soon as practicable following the verbal award, if any maturity of the 2019 Bonds satisfies the 10% test as of the date and time of the award of the 2019 Bonds. The City will promptly advise the winning bidder, if practicable, at or before the time of award of the 2019 Bonds, which maturities of the 2019 Bonds will be subject to the 10% test or subject to the hold-the-offering-price rule. If, prior to the time of the award, the winning bidder has not advised the City that any maturity satisfies the 10% test, the bidder should assume that all maturities will be subject to the hold-the-offering-price rule. Bids will **not** be accepted if they are subject to cancellation upon determination by the City to apply the hold-the-offering-price rule to any maturity of the 2019 Bonds. **Bidders should prepare their bids on the assumption that some or all of the maturities of the 2019 Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the 2019 Bonds.**

By submitting a bid, the winning bidder agrees that, in the event that the City determines to apply the hold-the-offering-price rule, it will:

(i) confirm that the underwriters have offered or will offer the 2019 Bonds to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder;

(ii) agree, on behalf of the underwriters participating in the purchase of the 2019 Bonds, that the underwriters will neither offer nor sell unsold 2019 Bonds of any maturity to which the hold-the-offering-price rule applies to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of (a) the close of the fifth business day after the sale date (the "End of the Holding Period"), or (b) the date on which the underwriters have sold at least 10% of that maturity of the 2019 Bonds to the public at a price that is no higher than the initial offering price to the public; and

(iii) promptly advise the City when the underwriters have sold 10% of each maturity of the 2019 Bonds that is subject to the hold-the-offering-price rule to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the End of the Holding Period.

Reliance on Agreements with Participating Underwriters, Dealers, and Broker-Dealers. In making the representations set forth above, the winning bidder agrees to obtain and, if obtained, may rely on:

(i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires;

(ii) if a selling group has been created in connection with the initial sale of the 2019 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires; and

(iii) if an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the 2019 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires.

If appropriate agreements have been obtained, the City acknowledges that each underwriter will be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter will be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

In addition, by submitting a bid, each bidder confirms that any agreement among underwriters, any selling group agreement, and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the 2019 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (i) report the prices at which it sells to the public the unsold 2019 Bonds of each maturity allotted to it until either it is notified by the winning bidder that the 10% test has been satisfied as to the 2019 Bonds of that maturity or the End of the Holding Period, whichever occurs first, and (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires.

Further, each bidder confirms that any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the 2019 Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to:

(i) report the prices at which it sells to the public the unsold 2019 Bonds of each maturity allotted to it until either it is notified by the winning bidder or such underwriter that the 10% test has been satisfied as to the 2019 Bonds of that maturity or the End of the Holding Period, whichever occurs first; and

(ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Other Terms. Sales of any 2019 Bonds to any person that is a related party to an underwriter will not constitute sales to the public for purposes of the representations of the bidder pursuant to this Official Notice of Bond Sale, including any representations to be made in an Issue Price Certificate. Further, for purposes of this Official Notice of Bond Sale and the Issue Price Certificate:

(i) "public" means any person other than an underwriter or a related party;

(ii) "underwriter" means (a) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public, and (b) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (a) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public);

(iii) a purchaser of any of the 2019 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (a) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (b) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (c) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) "sale date" means the date that the 2019 Bonds are awarded by the City to the winning bidder.

Questions regarding the form of expected Issue Price Certificate should be directed to the City's Municipal Advisor or its Bond Counsel.

Delivery

The City will deliver the 2019 Bonds (consisting of one certificate for each maturity of the Bonds) to DTC in New York, New York, or to the Paying Agent on behalf of DTC by Fast Automated Securities Transfer, prior to the date of closing. Closing will occur within 30 days after the sale date. Settlement will be in federal funds available to the Paying Agent in Salt Lake City, Utah on the date of delivery. Delivery is expected to be September 4, 2019.

If, prior to the delivery of the Bonds, the interest receivable by the owners of the Bonds becomes includable in gross income for federal income tax purposes, or becomes subject to federal income tax other than as described in the Preliminary Official Statement for the Bonds, the successful bidder for the Bonds, at its option, may be relieved of its obligation to purchase the Bonds, and in that case the good faith deposit accompanying its bid will be returned without interest.

CUSIP Numbers

It is anticipated that a CUSIP identification number will appear on each 2019 Bond, but neither the failure to insert such number nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder for the 2019 Bonds to accept delivery of and pay for such 2019 Bonds in accordance with the terms of this Official Notice of Bond Sale.

The City's Municipal Advisor is responsible for obtaining CUSIP numbers for the 2019 Bonds. The charge of the CUSIP Service Bureau for each of the 2019 Bonds will be paid by the successful bidder for such 2019 Bonds.

Ongoing Disclosure Undertaking

To assist bidders in complying with SEC Rule 15c2–12(b)(5), the City will undertake to provide certain annual financial information and notices of the occurrence of certain events, if material. The proposed form of this undertaking is set forth in Appendix E hereto.

Compliance with SEC Rules

The City agrees to provide the successful bidder with one copy of the final Official Statement in Adobe Portable Document Format (PDF), not later than the seventh business day following the date on which bids are due, to enable the successful bidder to satisfy its responsibilities under the SEC rules, at the expense of the City. The City will also provide paper copies of the final Official Statement at the request and expense of the bidder. Bidders should expect that the final Official Statement will not be available prior to the seventh business day following the date on which bids are due, and should not issue confirmations which request payment prior to that date. This provision will constitute a contract with the successful bidder upon acceptance of its bid by the City, in compliance with Section 240.15c2-12(b)(3) in Chapter II of Title 17 of the Code of Federal Regulations.

Municipal Advisor

Requests for additional information about this sale should also be directed to the Municipal Advisor, Attention Michael Keith, Piper Jaffray & Co., (208) 344-8564.

Preliminary Official Statement and Additional Information

The Preliminary Official Statement for the 2019 Bonds (with this Official Notice of Sale) is available in electronic form from i-Deal Prospectus. For information on electronic delivery, please call the i-Deal Prospectus at (212) 849-5024 or contact the Municipal Advisor.

EXHIBIT A

Competitive Sale – Three Bids Received

Purchaser's Certificate:

IT IS HEREBY CERTIFIED by the undersigned on behalf of ______________________________ (the "Purchaser"), as representative of the underwriters for the "________________________________" (the "Bonds"):

1. We acknowledge receipt of the Bonds in the aggregate principal amount of $__________, bearing interest and maturing as provided in [Instrument providing principal amount and interest rate] ______________________________ of the ____________________________ (the "Issuer") on ____________________________________, and the instruments described therein, and such Bonds being in the denominations and registered in the name of Cede & Co., as nominee of The Depository Trust Company, as requested by us.

2. A bona fide public offering was made for all of the Bonds on the sale date at the prices shown on the inside cover page of the Official Statement for the Bonds in Exhibit 1. Those prices are the reasonably expected initial offering prices of each maturity of the Bonds to the public which were used by the Purchaser in formulating its bid to purchase the Bonds. For this purpose:

   "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or a related party.

   "Sale date" means the date the Purchaser's bid for the Bonds was accepted on behalf of the Issuer.

   "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public).

If a yield is shown on the inside cover page for any maturity, "price" herein means the dollar price that produces that yield.

3. The underwriter was not given the opportunity to review other bids prior to submitting its bid.

4. The bid submitted by the underwriter constituted a firm bid to purchase the Bonds.

5. The Issuer and its counsel may rely on these certifications in concluding that the Bonds meet certain requirements of the Internal Revenue Code of 1986 as amended (the "Code"), relating to tax-exempt bonds; however, nothing herein represents our interpretation of any law and we are not providing any interpretations of law or regulations in executing and delivering this certificate.

DATED as of ____________________, 2019.
__________________, as Representative of the Underwriters
By: ____________________________________
Title: __________________________________

Exhibit 1

(Offering Prices of Bonds)

EXHIBIT B

Hold the Price

Purchaser's Certificate:

IT IS HEREBY CERTIFIED by the undersigned on behalf of___________________ (the "Purchaser"), as representative of the underwriters for the "__________________________________" (the "Bonds"):

1. We acknowledge receipt of the Bonds in the aggregate principal amount of $__________, bearing interest and maturing as provided in the [Instrument providing principal amount and interest rate] of the________________ (the "Issuer") on _____________, and the instruments described therein, and such Bonds being in the denominations and registered in the name of Cede & Co., as nominee of The Depository Trust Company, as requested by us.

2. A bona fide public offering was made for all of the Bonds on the sale date at the prices shown [on the [inside] cover page of the Official Statement for the Bonds][in Exhibit 1]. Those prices are the prices at which the Bonds were initially offered to the public on or before the sale date. A copy of the pricing wire or similar documentation supporting this certification is attached as Exhibit 2. For the purposes of this certificate:

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or a related party.

"Sale date" means the date the Purchaser's offer to purchase the Bonds in the Bond Purchase Contract was accepted on behalf of the Issuer.

"Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public).

"Substantial amount" is 10% or more of each maturity.

If a yield is shown on the [inside] cover page for any maturity, "price" herein means the dollar price that produces that yield.

3. As set forth in the Bond Purchaser Agreement, the underwriter[s] [has][have] agreed in writing that, for each Maturity of the Bonds, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the initial public offering price for such Maturity during the period starting on the sale date and ending on the earlier of (i) the close of the fifth business day after the sale date or (ii) the date on which the underwriter[s] [has][have] sold a substantial amount of such Maturity of the Bonds to the public at a price that is no higher than the initial public offering price for such Maturity. [No underwriter has][The underwriter has not] offered or sold any Maturity of the Bonds at a price that is higher than the respective initial public offering price for that Maturity of the Bonds during the offering period applicable to that Maturity described in the preceding sentence.

4. The Issuer and its counsel may rely on these certifications in concluding that the Bonds meet certain requirements of the Internal Revenue Code of 1986 as amended (the "Code"), relating to tax-exempt bonds; however, nothing herein represents our interpretation of any law and we are not providing any interpretations of law or regulations in executing and delivering this certificate.

DATED as of _________________, 2019.

________________________, as Representative of the Underwriters

By: ______________________________

Title: _____________________________

Exhibit 1

(Offering Prices of Bonds)

EXHIBIT C

NOTICE OF INTENTION

CITY OF MOSCOW, LATAH COUNTY, IDAHO
NOTICE OF INTENTION TO SELL BONDS

Public notice is hereby given by the City of Moscow, Latah County, Idaho (the "City") of its intention to sell up to $9,640,000 par amount of its General Obligation Bonds, Series 2019 (the "Bonds"). The Bonds were authorized at the general election on May 21, 2019, and are to be issued pursuant to Ordinance No. 2019-__, adopted by the City Council of the City on August 5, 2019 (the "Bond Ordinance"). The Bond Ordinance approved the forms of an Official Notice of Bond Sale (the "ONBS") and a Preliminary Official Statement (the "POS"). Information concerning the terms and provisions of the Bonds, the bid parameters, the security for payment of the Bonds, and other pertinent information relating to the Bonds and the City is contained in the Bond Ordinance, the ONBS and the POS. The Bond Ordinance, the ONBS and the POS are available for public inspection at the offices of the City: 206 East 3rd Street, Moscow, Idaho; (208) 993-7000.

Bids will be received by means of the *PARITY®* electronic bid submission system. A prospective bidder must communicate its bid electronically through *PARITY®* on or before 8:30 A.M., PDT, on Tuesday, August 20, 2019 (the "Sale Date"). No bid will be received after the time for receiving bids specified above. For further information about *PARITY®* potential bidders may contact Piper Jaffray & Co., the City's Municipal Advisor (the "Municipal Advisor") at (208) 344-8564 or i–Deal LLC at (212) 849-5024.

There is no legal maximum interest rate that the Bonds may bear. The Bonds will be awarded on the basis of lowest true interest cost as defined in the ONBS. In accordance with Idaho Code Section 57-235, the Bond Ordinance delegated to the Mayor and Finance Director of the City, acting jointly, to determine the winning bid on the Sale Date and to authorize the sale of the Bonds to the successful bidder, provided the interest rate parameters established in the Bond Ordinance are met. The Municipal Advisor, on behalf of the City, will notify the apparent successful bidder (electronically via PARITY®) as soon as possible after the City's receipt of bids, that such bidder's bid appears to be the best bid received which conforms to the requirements of the ONBS.

Dated this ___ day of August, 2019.

Published: August 13, 2019.

EXHIBIT D

FORM OF INFORMATION REPORTING AGREEMENT

CITY OF MOSCOW, LATAH COUNTY, IDAHO

INFORMATION REPORTING AGREEMENT

$_________ initial principal amount of General Obligation Bonds, Series 2019, dated _______, 2019 (the “Bonds”), of City of Moscow, Latah County, Idaho (the "Issuer") and issued pursuant to an Ordinance authorizing the issuance and providing for the sale of the Bonds (the "Ordinance”)

THIS INFORMATION REPORTING AGREEMENT (the "Agreement") is executed and delivered by the Issuer and U.S. Bank National Association (also known for purposes of this Agreement as the “Disclosure Agent”) as of the date set forth below in order for the Issuer to authorize and direct the Disclosure Agent, as the agent of the Issuer, to make certain information available to the public in compliance with Section (b)(5)(i) of Rule 15c2-12, as hereinafter defined.

WITNESSETH:

1. Background. The Issuer has issued the Bonds pursuant to the Ordinance. The CUSIP number assigned to the final maturity of the Bonds is _____________.

2. Appointment of Disclosure Agent. The Issuer hereby appoints the Disclosure Agent, and any successor Disclosure Agent acting as such under the Ordinance, as its agent under this Agreement to disseminate the financial information and notices furnished by the Issuer hereunder in the manner and at the times as herein provided and to discharge the other duties assigned.

3. Information to be Furnished by the Issuer. The Issuer hereby covenants for the benefit of the registered and beneficial owners of the Bonds that, as long as the Bonds are outstanding under the Ordinance, the Issuer will deliver the following information to the Disclosure Agent:

a. Within 180 days after the end of the Issuer's fiscal year, the audited financial statements of the Issuer prepared in accordance with generally-accepted accounting principles, together with the report thereon of the Issuer's independent auditors, beginning with fiscal year ending September 30, 2019. If audited financial statements are not available by the time specified herein, unaudited financial statements will be provided and audited financial statements will be provided when, and if, available. The Issuer shall include with each submission a written representation addressed to the Disclosure Agent to the effect that the financial statements are the financial statements required by this Agreement and that they comply with the applicable requirements of this Agreement. For the purposes of determining whether information received from the Issuer is the required financial statements, the Disclosure Agent shall be entitled conclusively to rely on the Issuer's written representation made pursuant to this Section.

b. Within 180 days after the end of the Issuer's fiscal year, beginning with fiscal year ending September 30, 2019, the other financial, statistical and operating data for said fiscal year of the Issuer in the form and scope similar to the financial, statistical and operating data contained in the Issuer's Official Statement, specifically the tables and/or information contained under the following headings and subheadings of the Official Statement reflected on the below-referenced pages of the Official Statement:

DEBT STRUCTURE REGARDING THE CITY OF MOSCOW, IDAHO

- General Obligation Legal Debt Limit and Additional Debt Incurring Capacity - page __
- Taxable Value of Property – page __
- Tax Collection Record – page __
- The Largest Taxpayers of the City – page ___
- Debt Ratios – page __

c. The Disclosure Agent shall provide notice to the Issuer of its requirement to provide the information listed in Sections 3.a and 3.b at least thirty (30) days prior to the date such information is to be provided to the Disclosure Agent by the Issuer. Any or all of the items listed above in Sections 3.a or 3.b may be incorporated by reference from other documents, including official statements of debt issues of the Issuer which have been previously submitted to the Repository or the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such document incorporated by reference.

d. Within ten (10) business days after the occurrence of the event, written notice of any of the following events with respect to the Bonds:

(1) Principal and interest payment delinquencies;

(2) Nonpayment-related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

(7) Modifications to rights of security holders, if material;

(8) Bond calls, if material, and tender offers:

(9) Defeasances;

(10) Release, substitution or sale of property securing repayment of the securities, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person;[1]

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the obligated person, if material; or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect securities holders, if material;

(16) Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties; and

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1 For the purposes of the event identified in paragraph (12) above, the event is considered to occur when any of the following occur: The appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(17) In a timely manner, notice of a failure of the Issuer or the obligated person to provide the required annual financial information specified in Sections 3.a and 3.b above, on or before the date specified therein, in the form attached hereto as Exhibit A.

e. Although the Disclosure Agent disclaims any affirmative obligation to monitor occurrences affecting the Issuer, the Disclosure Agent shall promptly advise the Issuer whenever, in the course of performing its duties under the Ordinance, the Disclosure Agent identifies an occurrence which would require the Issuer to provide a notice of the occurrence of any of the events listed in Section 3.d above; provided that the failure of the Disclosure Agent so to advise the Issuer of such occurrence shall not constitute a breach by the Disclosure Agent of any of its duties and responsibilities hereunder. The Disclosure Agent shall only send notice of such event listed in Section 3.d above to the Repository if such written notice is provided to it by the Issuer, and in no event shall the Disclosure Agent be required to determine the materiality of such event.

4. <u>Manner and Time by Which Information is to be made Public by the Disclosure Agent</u>.

a. The information required to be delivered to the Disclosure Agent pursuant to Sections 3.a and 3.b hereof shall be referred to as the Continuous Disclosure Information (the "Continuous Disclosure Information"), and the notices required to be delivered to the Disclosure Agent pursuant to Section 3.d hereof shall be referred to as the Event Information (the "Event Information").

b. After the receipt of any Continuous Disclosure Information or any Event Information, the Disclosure Agent will deliver the information as provided in the following Section 4.c.

c. It shall be the Disclosure Agent's duty

(1) to deliver the Continuous Disclosure Information to the Repository once it is received from the Issuer not later than ten (10) business days after receipt thereof; and

(2) to deliver the Event Information to the Repository immediately upon receipt from the Issuer and in any event, not more than two (2) business days following receipt from the Issuer.

d. The Disclosure Agent shall have no duty or obligation to disclose to the Repository any information other than (i) Continuous Disclosure Information that the Disclosure Agent actually has received from the Issuer and (ii) Event Information about which the Disclosure Agent has received written notice from the Issuer. Any such disclosures shall be required to be made only as and when specified in this Agreement. The Disclosure Agent's duties and obligations are only those specifically set forth in this Agreement, and the Disclosure Agent shall have no implied duties or obligations.

e. All Continuous Disclosure Information and Event Information, or other financial information and notices pursuant to this undertaking are to be provided to the Repository in electronic PDF format (word-searchable) as prescribed by the MSRB. All documents provided to the MSRB pursuant to this undertaking must be accompanied by identifying information as prescribed by the MSRB.

5. Indemnification.

a. The Disclosure Agent shall have no obligation to examine or review the Continuous Disclosure Information or the Event Information and shall have no liability or responsibility for the form of or the accurateness or completeness of, the Continuous Disclosure Information or the Event Information disseminated by the Disclosure Agent hereunder. The Continuous Disclosure Information shall contain a legend to such effect. The Disclosure Agent's duties under this Agreement are ministerial in nature.

b. The Issuer hereby agrees to hold harmless and to indemnify the Disclosure Agent, its employees, officers, directors, agents and attorneys from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorneys' fees and expenses, whether incurred before trial, at trial, or on appeal, or in any bankruptcy or arbitration proceedings), which may be incurred by the Disclosure Agent by reason of or in connection with the disclosure of information in accordance with this Agreement, except to the extent such claims, damages, losses, liabilities, costs or expenses result directly from the willful or negligent conduct of the Disclosure Agent in the performance of its duties under this Agreement. This Section 5.b shall survive the termination of the Agreement, payment of the Bonds and the removal and resignation of the Disclosure Agent. In no event shall Disclosure Agent be liable for special, indirect, or consequential losses or damages of any kind whatsoever (including but not limited to lost profits) even if Disclosure Agent has previously been advised of such losses and damages.

6. Compensation. The Issuer hereby agrees to compensate the Disclosure Agent for the services provided and the expenses incurred pursuant to this Agreement in an amount to be agreed upon from time to time hereunder.

7. Enforcement. The obligations of the Issuer under this Agreement shall be for the benefit of the registered and beneficial holders of the Bonds. Any holder of the Bonds then outstanding, including any Beneficial Owner of the Bonds (as defined in the Ordinance), may enforce specific performance of such obligations by any judicial proceeding available. However, any failure by the Issuer to perform in accordance with this Agreement shall not constitute a default under the Ordinance.

This Agreement shall inure solely to the benefit of the Issuer, the Disclosure Agent and the holders and beneficial owners from time to time of the Bonds and shall create no rights in any other person or entity.

8. **Definitions**. As used herein, the following terms shall have the following meanings:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b); provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with Rule 15c2-12.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"obligated person" as defined in Rule 15c2-12 shall mean any person, including an issuer of municipal securities, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the municipal securities to be sold in the offering (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Official Statement" shall mean the final official statement relating to the Bonds dated ________, 2019.

"Repository" shall mean MSRB through its Electronic Municipal Market Access system ("EMMA") at http://emma.msrb.org, or such other nationally recognized municipal securities information repository recognized by the SEC from time to time pursuant to the Rule, the identity of which will be provided to the Disclosure Agent by the Issuer as required.

"Rule 15c2-12" shall mean Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" shall mean the Securities and Exchange Commission.

9. **Amendments and Termination**. This Agreement may be amended with the mutual agreement of the Issuer and the Disclosure Agent and without the consent of any registered or beneficial holders of the Bonds under the following conditions and upon receipt of an opinion of nationally recognized bond counsel delivered to the Disclosure Agent opining as to the following:

a. the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the obligated person or type of business conducted;

b. this Agreement, as amended, would have complied with the requirements of Rule 15c2-12 at the time of the primary offering, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any change in circumstances; and

c. the amendment does not materially impair the interests of holders of the Bonds, as determined by parties unaffiliated with the Issuer (such as the Disclosure Agent or nationally recognized bond counsel).

Any party to this Agreement may terminate this Agreement by giving written notice of an intent to terminate to the other parties at least thirty (30) days prior to such termination, provided that no such termination shall relieve the obligation of the Issuer to comply with Rule 15c2-12(b)(5) either through a successor agent or otherwise.

The Disclosure Agent may resign as Disclosure Agent by giving written notice of intent to resign to the Issuer at least ninety (90) days prior to resignation.

The undertaking contained in this Agreement shall be in effect from and after the issuance and delivery of the Bonds and shall extend to the earlier of (i) the date all principal and interest on the Bonds shall have been paid in full pursuant to the terms of the Ordinance; (ii) the date that the Issuer shall no longer constitute an "obligated person" within the meaning of Rule 15c2-12; or (iii) the date on which those portions of Rule 15c2-12 that require this written undertaking (a) are held to be invalid by a court of competent jurisdiction in a nonappealable action, (b) have been repealed retroactively, or (c) in the opinion of counsel who is an expert in federal securities laws, acceptable to the Issuer or the Disclosure Agent, otherwise, do not apply to the Bonds. The Issuer shall notify the Repository if this Agreement is terminated pursuant to (iii), above.

10. Successor Disclosure Agent. Upon the transfer of the duties created under the Ordinance from the current Disclosure Agent to a successor Disclosure Agent, such successor Disclosure Agent shall succeed to the duties under this Agreement without any further action on the part of any party, and the then current Disclosure Agent shall have no further duties or obligations upon the transfer to a successor Disclosure Agent. Such Successor Disclosure Agent may terminate this Agreement or cause it to be amended as provided in Section 9.

11. Additional Information. Nothing in this Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Continuous Disclosure Information or Event Information, in addition to that which is required by this Agreement. If the Issuer chooses to include any information in any Continuous Disclosure Information or Event Information, in addition to that which is specifically required by this Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Continuous Disclosure Information or Event Information.

12. Notices. Notices and the required information under this Agreement shall be given to the parties at their addresses set forth below under their signatures or at such places as the parties to this Agreement may designate from time to time.

13. Counterparts. This Agreement may be executed in one or more counterparts, and each such instrument shall constitute an original counterpart of this Agreement.

14. **Governing Law**. This Agreement shall be governed by the laws of the State of Idaho.

IN WITNESS WHEREOF, the Issuer and the Disclosure Agent have caused this Agreement to be executed and delivered by a duly authorized officer of each of them, all as of this ____ day of _______, 2019.

ISSUER: CITY OF MOSCOW, LATAH COUNTY, IDAHO

By ______________________________________

Mayor

DISCLOSURE AGENT: U.S. BANK NATIONAL ASSOCIATION

By ______________________________________

Vice President

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer/ Obligated Person:	City of Moscow, Latah County, State of Idaho
Name of Bond Issue	General Obligation Bonds, Series 2019 $____________ Dated: ____________, 2019
Date of Issuance	___________, 2019
CUSIP Number:	____________

NOTICE IS HEREBY GIVEN that the Issuer/Obligated Person has not provided an Annual Report with respect to the above-named Bonds as required by the Information Reporting Agreement (the "Disclosure Agreement") between the Issuer and U.S. Bank National Association, as Disclosure Agent dated the date of issuance. The Issuer has notified the Disclosure Agent that it anticipates that the Annual Report will be filed on or about ______________.

Dated: ________________

U.S. Bank National Association, as Disclosure Agent, on behalf of the Issuer

By:________________________________
Title:______________________________

EXHIBIT E

FORM OF DELEGATION CERTIFICATE

CERTIFICATE AS TO BOND PRICING AND RELATED MATTERS

The undersigned officials of the City of Moscow, Latah County, Idaho (the "City"), do hereby certify as follows (capitalized terms used herein and not defined have the meanings assigned to such terms in the Ordinance, hereinafter defined):

1. We are familiar with Ordinance No. 2019-__ of the City, adopted on August 5, 2019 (the "Ordinance"), to authorize the issuance and sale of its General Obligation Bonds, Series 2019 (the "Bonds") and related documents, which Bonds were sold this date to ______________________, as the winning bidder (the "Winning Bidder").

2. Section 209 of the Ordinance delegated to the undersigned, as Delegated Officers, the power to make certain determinations on the date of sale of the Bonds.

3. Pursuant to such delegation, the Delegated Officers hereby determine as follows:

(a) Details of the terms of the Bonds, including the amount of principal maturing, or subject to mandatory sinking fund redemption, in any particular year, are reflected in the schedule of final bond sale numbers, which schedule is attached as Exhibit A hereto.

(b) The True Interest Cost[1] of the Bonds is ____________ hundredths percent (_.__%) which does not exceed three and zero hundredths percent (3.00%).

(c) The final maturity of the Bonds is ______________, 2029, which does not exceed ten (10) years from the date of issuance of the Bonds.

(d) The Bonds were sold at the purchase price of $___________, representing the principal amount of $________, plus premium in the amount of $__________, less underwriter's discount of $__________.

(e) The Bonds are not subject to optional call and redemption prior to maturity.

4. The undersigned Delegated Officers hereby certify that the final terms and provisions of the Bonds, as described in the attached Exhibit A, are consistent with, not in excess of, and no less favorable than the terms set forth in Section 209 of the Ordinance.

5. The undersigned Delegated Officers have therefore executed and delivered this date an acceptance of the bid to the Winning Bidder.

6. The Delegated Officers further certify that the amortization plan of the Bonds, as approved by execution of this Delegation Certificate, complies with the requirements of Section 57-211, Idaho Code, by virtue of the criteria set forth in such Section 57-211. [The Delegated

[1] True Interest Cost is the rate necessary to discount the debt service payments compounding semi-annually to the purchase price received by the City on the closing date (par amount plus original issue bond premium/(discount) less underwriter's discount).

Officers further certify that the amortization plan of the Bonds, as approved by execution of this Delegation Certificate, complies with the requirements of Section 57-211, Idaho Code, by their determination that the amortization plan for the Bonds will result to the advantage of the City.]

[Signatures on following page]

DATED: August ___, 2019

TIME: __________________

CITY OF MOSCOW, LATAH COUNTY, IDAHO

By: ______________________________________
Bill Lambert, Mayor

By: ______________________________________
Sarah L. Banks, Finance Director

EXHIBIT A

FINAL NUMBERS PROVIDED BY MUNICIPAL ADVISOR

CITY OF MOSCOW, IDAHO
Summary of Bond Ordinance No. 2019-__, passed August 5, 2019

> Authorizing the issuance and providing for the sale of General Obligation Bonds, Series 2019, of the City of Moscow, a municipal corporation of the State of Idaho, delegating authority to approve the terms and provisions of the Bonds, authorizing advertisement for competitive sale of the Bonds, and providing for related matters.

A summary of the principal provisions of Bond Ordinance No. 2019-__ of the City of Moscow, Idaho (the "City"), adopted on August 5, 2019 (the "Ordinance"), is as follows:

Section 101. Provides for defined terms used in the Ordinance.

Section 102. Sets forth that the Ordinance is adopted pursuant to the provisions of Chapter 10 of Title 50, and Chapters 2 and 9 of Title 57, Idaho Code, as amended (collectively, the "Act").

Section 103. Provides that the Ordinance shall take effect and be in full force immediately upon its passage, approval and publication of the Ordinance or a summary thereof.

Section 201. Authorizes the issuance of the City's General Obligation Bonds, Series 2019 (the "Bonds") in fully registered form only, without coupons.

Section 202. Provides the Bonds are authorized to be issued for the purpose of acquisition, construction, remodeling, improvement or otherwise, of a new police station and other public buildings throughout the City, together with all necessary appurtenant facilities and equipment, including all necessary land therefor, and to pay the costs of issuing the Bonds.

Section 203. Sets forth that the Bonds shall be dated as of the date of their delivery.

Section 204. Provides the method of accrual of interest on the Bonds.

Section 205. Provides the denominations and numbering of the Bonds.

Section 206. Appoints U.S. Bank National Association as Paying Agent and Bond Registrar for the Bonds, and provides that Bonds shall be paid at the principal corporate trust office of the Paying Agent.

Section 207. Provides that the Bonds are not subject to optional redemption prior to maturity.

Section 208. Provides the Bonds shall be sold in accordance with Section 57-233, Idaho Code, pursuant to the PARITY® electronic bid submission system; authorizes the City's officials to assist in the preparation of the Preliminary Official Statement (the "POS") to offer the Bonds; authorizes the Delegated Officers to deem final the POS after the POS has been made available to the City's Council for review; provides the form of the official notice of bond sale and notice of the City's intent to sell the Bonds; provides that, upon the sale of the Bonds, the final Official Statement shall be approved and signed by the Mayor or Council President; ratifies and approves the substantial form of the Information Reporting Agreement to be included in the POS and Official Statement and authorizes the Mayor or Council President to execute and deliver the Information Reporting Agreement upon delivery of the Bonds.

Section 209. Pursuant to Section 57-235, Idaho Code, the Council delegates to the Mayor and the Finance Director, as the "Delegated Officers," to make certain determinations on the date of sale of the Bonds, including the aggregate principal amount of the Bonds, provided such amount delivered to the Project Fund shall not exceed Nine Million Six Hundred Forty Thousand Dollars ($9,640,000**),** and to award the sale of the Bonds to the lowest bidder.

Section 210. Provides the provisions of execution of the Bonds.

Section 211. Creates the following funds on the accounting records of the City: Bond Fund, Project Fund, Costs of Issuance Fund, and Rebate Fund, and provides for deposits of appropriate funds therein and disbursements therefrom.

Section 212. Provides for the delivery of the Bonds pursuant to the Fast Automated Securities Transfer System of the Depository Trust Company ("DTC") upon receipt of payment for the Bonds and provides for deposit or use of the proceeds of sale of the Bonds.

Section 213. Provides for payment of costs of issuance of the Bonds by the Paying Agent from the Costs of Issuance Fund.

Section 214. Provides provisions of defeasance for the Bonds.

Section 215. Designates the Bonds as "Qualified Tax-Exempt Obligations" for the purpose and meaning of Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

Section 216. Authorizes the Mayor, Council President, Clerk, Treasurer, Finance Director and Delegated Officers to perform all acts and to execute all documents to provide for the issuance, sale and delivery of the Bonds and comply with covenants and obligations of the City contained therein.

Section 301. Provides transfer provisions of the Bonds.

Section 302. Provides exchange provisions of the Bonds.

Section 303. Provides that the Ordinance constitutes the system of registration of the Bonds pursuant to Chapter 9 of Title 57, Idaho Code, and that the Bond Registrar shall keep sufficient books of registration and transfer of the Bonds.

Section 304. Provides that the Bond Registrar shall maintain a list of holders of the Bonds and transferees thereof.

Section 305. Sets forth the duties of the Bond Registrar.

Section 401. Provides that each maturity of the Bonds shall be issued as a separate single certificated fully registered bond, pursuant to the terms of sale thereof, and that the ownership of the Bonds shall be in the name of Cede & Co., as nominee of DTC pursuant to its book-entry system.

Section 402. Provides that the Paying Agent/Bond Registrar shall agree to comply with the City's Blanket Letter of Representations on file with DTC.

Section 403. Provides for transfer of the Bonds outside of the DTC book-entry system.

Section 404. Provides that as long as the Bonds are registered in Cede & Co., as nominee of DTC, all payments of principal and interest and all notices related to the Bonds shall be made and given pursuant to the City's Blanket Letter of Representations on file with DTC.

Section 501. Provides the City shall levy, and cause to be collected, taxes annually upon all taxable property within the City in addition to all other authorized taxes and assessments specified in Section 57-222, Idaho Code (collectively, the "Tax Receipts"), until the principal and interest of the Bonds shall be fully paid. Upon receipt thereof, the City shall deposit Tax Receipts in the Bond Fund for payment of principal and interest on the Bonds. The City pledges the full faith, credit and taxing power with respect to all taxable property in the City, the Tax Receipts, and all funds on deposit in the Bond Fund for the prompt payment of the principal and interest on the Bonds when due, with the intention that pursuant to Idaho Code Section 57-234, the City creates a statutory lien to finance the general purposes of the City within the meaning of 11 U.S.C. § 101(53).

Section 502. Provides that the Tax Receipts shall constitute "special revenues" as defined under 11 U.S.C. § 902(2).

Section 503. Provides the City recognizes that Section 149(a) of the Code requires the Bonds to remain in fully registered form in order that interest be excluded from gross income for purposes of federal income taxation.

Section 504. Provides for the execution of tax certificates by the City to establish that the Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code, to covenant that no use will be made of the proceeds of the Bonds or funds or accounts of the City which would cause the Bonds to be classified as 'arbitrage bonds," to comply with the rebate requirements contained in Section 148(f) of the Code, and to perform such other acts as may be necessary to preserve the exclusion of interest on the Bonds from gross income of the holders thereof for purposes of the federal income tax.

Section 505. Sets forth the provisions for investment and reinvestment of any fund or account by the City or by the Paying Agent, at the written direction of the City, in Investment Securities (as defined in the Ordinance) which mature not later than such times as shall be necessary to provide moneys when needed for payments to be made from such fund or account.

Section 506. Provides the covenant that neither the City nor the Council will ever waive, or agree to waive, as to the May 21, 2019 Bond Election, the time limitation provisions of subsection B of Section 34-2001A, Idaho Code.

Section 601. Provides the substantial form of the Bonds as Exhibit A attached to the Ordinance.

Section 701. Ratifies all proceedings, ordinances, and actions of the Council, the City, and their officers, agents and employees, taken in connection with the authorization, sale and issuance of the Bonds.

Section 702. Provides that all parts of the Ordinance are severable, and that the invalidity or unenforceability of any section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of the Ordinance.

Section 703. Repeals all ordinances, orders and regulations or parts thereof previously adopted to the extent they conflict with any of the provisions of the Ordinance.

Section 704. Sets forth that the table of contents and captions or headings in the Ordinance are for convenience of reference only.

Exhibit A: Sets forth the form of the Bonds.
Exhibit B: Sets forth the form of Notice of Sale.
Exhibit C: Sets forth the form of Notice of Intention to sell the Bonds.
Exhibit D: Sets forth the form of Information Reporting Agreement.
Exhibit E: Sets forth the form of Delegation Certificate.

[The complete text of the Ordinance is available in the office of the City Clerk at 206 East Third Street, Moscow, Idaho.]

ADOPTED BY the Council of the City after a suspension of the rules on August 5, 2019.

CITY OF MOSCOW, IDAHO

By__________________________________
Bill Lambert, Mayor

ATTEST:

____
Laurie M. Hopkins, City Clerk

CERTIFICATION OF CITY ATTORNEY

I, the undersigned City Attorney for the City of Moscow, Idaho, hereby certify that I have read the attached Summary of Ordinance No. 2019-__ of said City and that the same is true and complete and provides adequate notice to the public of the contents of said Ordinance.

DATED as of this _____ day of August, 2019.

By___________________________________
Mia Bautista, City Attorney

IPREO

Investment Banks Investors Issuers

Capital Markets
Parity®

Electronic Bid Submission System

The Parity electronic bid submission system replaces the traditional process for submitting bids with a completely automated method. It eliminates the geographic, logistical and administrative difficulties of physically submitting bids, thereby encouraging more bidders and possibly reducing interest costs.

Ipreo makes it possible for underwriters, issuers and their advisors to leverage technology in raising capital. Ipreo has combined the industry-standard bid calculation system (BiDCOMP™) with Parity, to offer a seamless and simple way to prepare and submit bids on municipal issues.

The BiDCOMP/ Parity system provides an efficient and secure process for underwriters to submit bids and for issuers to receive bids. With the Ipreo suite of products, both issuers and bidders benefit from the added speed and efficiency for conducting transactions.

Quick facts

- Parity is the preferred choice of issuers and financial advisors
- Approximately 93% of all municipal competitive new issues that are conducted electronically are run on the Parity system

Parity features include:

- The ability to view bids, submitted through BiDCOMP
- The ability to have multiple viewers (financial advisors, issuers and bond counsel) in multiple locations viewing the bidding at the same time
- The ability to export bids received through Parity to Excel for verification
- A non-exclusive system allowing the issuer to also accept bids through fax, phone or other electronic sources
- The ability to check bids, submitted via BiDCOMP, for violations against the parameters supplied on the Notice of Sale
- The ability to announce the "apparent" winning bid via industry news services, if the winning bid was submitted via BiDCOMP
- No charge to issuers, financial advisors and bond counsels
- A variety of reporting options
- Unparalleled client support

1:03:45 p.m. EST | Historical Calendar | Frequently Asked Questions

Test's Upcoming Calendar

PARITY

	Issue Name	Amount	Sale Time	Sale Date	Financial Advisor
Overview Bids Bidders	General Obligation Bonds.Election of 2004, Series 2008	$120,000,000	1:00PM EST	07/21/2008	Govt Fin Strategies
Overview Bids Bidders	General Obligation Improvement Bonds, Series 2008-1	$4,185,000	2:00PM EST	07/21/2008	Municipal Official
Overview Bids Bidders	Consolidated Bonds, One Hundred Fifty-Third Series	$500,000,000	1:00PM EST	07/22/2008	Municipal Official
Overview Bids Bidders	Electric Utility System Revenue Refunding Bonds, Series 2008A	$175,000,000	2:00PM EST	07/23/2008	Public Fin Mgmt

About Ipreo

The marriage of deep industry expertise and dynamic innovation, Ipreo brings market-leading intelligence, robust technology, and superior customer service to all participants in the global capital markets. Bringing together state-of-the-art new issuance systems and premier global financial and investor data, Ipreo provides innovative technology and superior insights to all participants in the capital-raising process.

OFFICIAL NOTICE OF BOND SALE

And

PRELIMINARY OFFICIAL STATEMENT

City of Moscow, Latah County, Idaho

$8,615,000*

General Obligation Bonds, Series 2019 (Bank Qualified)

Electronic bids will be received up to 8:30:00 A.M., P.D.T., via the ***PARITY®*** electronic bid submission system, on Tuesday, August 20, 2019.

* Preliminary; subject to change.

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This OFFICIAL NOTICE OF SALE does not alone constitute an invitation for bids on the Bonds but is merely a notice of the sale of the Bonds described herein. The invitation for bids is being made by means of this OFFICIAL NOTICE OF SALE and the PRELIMINARY OFFICIAL STATEMENT. Information contained in this OFFICIAL NOTICE OF SALE is qualified in its entirety by the detailed information contained in the PRELIMINARY OFFICIAL STATEMENT.

OFFICIAL NOTICE OF SALE

CITY OF MOSCOW, LATAH COUNTY, IDAHO
$8,615,000[(1)]
GENERAL OBLIGATION BONDS, SERIES 2019 (Bank Qualified)

Notice is hereby given that electronic unconditional bids for the purchase of all, but not less than all, of the $8,615,000[(1)] aggregate principal amount of General Obligation Bonds, Series 2019 (Bank Qualified) (the "2019 Bonds") of City of Moscow, Latah County, Idaho (the "City"), will be received as follows:

Bid Date:	**August 20, 2019**
Bid Time:	**8:30 a.m. Pacific Time (the "Bid Time")**
Electronic Bids:	**PARITY Bidding System ("Parity")**

All bids received with respect to the 2019 Bonds will be accepted or rejected by the Mayor and Finance Director of the City, acting jointly (the "City Representatives"), after due review on the day bids are received and if such bids meet the parameters approved by the Council of the City. If the City accepts a bid for the 2019 Bonds, the 2019 Bonds will be awarded to the successful bidder and the terms of the bid will be approved by the City Representatives. See "Award" herein. No bid received after the Bid Time will be considered.

Right of Postponement or Cancellation

The City reserves the right to change the date, timing or terms under which the 2019 Bonds are offered for sale; or to cancel the sale based on market conditions, as communicated through TM3, the Bond Buyer Wire, or the Bloomberg News Network.

Right to Modify or Amend

The City reserves the right to modify or amend this Official Notice of Sale. If such modifications occur, supplemental information with respect to the 2019 Bonds will be placed on BiDCOMP/*PARITY®* not later than 2:00 pm, Pacific Time, on the business day prior to the day bids are to be received.

Failure of any potential bidder to receive notice of any modification or amendment will not affect the sufficiency of any such notice or the legality of the sale. Bidders are required to bid upon the 2019 Bonds as so modified or amended.

(1) Preliminary, subject to change.

Bidding Process

The 2019 Bonds will be sold on an all-or-none basis. Bids for the 2019 Bonds must be submitted electronically via ***Parity*** in accordance with its Rules of Participation and this Official Notice of Sale, and no bid will be received after the time for receiving bids specified above. Subscription to i-Deal LLC's BIDCOMP Competitive Bidding System is required in order to submit an electronic bid. For further information about ***Parity***, potential bidders may contact ***Parity*** at (212) 849-5021.

By submitting an electronic bid for the 2019 Bonds, each bidder hereby agrees to the following terms and conditions:

(i) If any provision in this Official Notice of Sale conflicts with information or terms provided or required by ***Parity***, this Official Notice of Sale, including any amendments issued by public wire, will control.

(ii) The bidder is solely responsible for making necessary arrangements to access ***Parity*** for purposes of submitting a bid timely and in compliance with the requirements of this Official Notice of Sale.

(iii) The City has no duty or obligation to provide or assure access to ***Parity***, and is not responsible for the proper operation of, or has any liability for, any delays or interruptions of, or any damages caused by, use of ***Parity***.

(iv) The City is using ***Parity*** as a communication mechanism, and not as an agent of the City, to conduct electronic bidding for the bonds. ***Parity*** is acting as an independent contractor and is not acting for or on behalf of the City.

(v) Upon acceptance of a bid by the City, this Official Notice of Sale and the information that is electronically transmitted through ***Parity*** will form a contract between the bidder and the City as an irrevocable offer to purchase the 2019 Bonds on the terms provided in this Official Notice of Sale.

If all bids for the 2019 Bonds are rejected, the City Representatives may fix a new date and time for the receipt of bids for the 2019 Bonds by giving notice communicated through the Wire Services not less than 24 hours prior to such new date and time. Any notice specifying a new date and/or time for the receipt of bids, following the rejection of bids received or otherwise, will be considered an amendment to this Official Notice of Sale.

A copy of the City's Preliminary Official Statement (with this Official Notice of Sale), dated ___________, 2019 and further information regarding the details of the Bonds may be obtained from i-Deal Prospectus, a service of i-Deal LLC, at *www.i-dealprospectus.com*, or upon request to the City.

Security

The 2019 Bonds are general obligations of the City, and the full faith, credit and resources of the City are pledged for the punctual payment of the principal of and interest on the 2019 Bonds. The City has covenanted and is obligated by law to levy annually ad valorem taxes without limitation as to rate or amount on all taxable property in the City sufficient to pay the principal of and interest on the 2019 Bonds.

THE 2019 BONDS DO NOT CONSTITUTE A DEBT OR INDEBTEDNESS OF THE STATE OF IDAHO, LATAH COUNTY, OR ANY POLITICAL SUBDIVISION THEREOF OTHER THAN THE CITY.

Interest Payment Dates and Maturity Schedule

The 2019 Bonds will be dated the date of their initial delivery. The 2019 Bonds bear interest payable semiannually on each February 15 and August 15, beginning February 15, 2020, to maturity or earlier redemption of the Bonds, if applicable.

The successful bidder for the 2019 Bonds shall designate whether some or all of the principal amounts of the Bonds (in $5,000 increments) shall be retired as shown in the table below as serial bonds maturing in each year or as amortization installments of term bonds maturing in the years specified by the bidder.

Due August 15	Amounts(1)
2020	$ 690,000
2021	750,000
2022	780,000
2023	810,000
2024	840,000
2025	875,000
2026	910,000
2027	950,000
2028	985,000
2029	1,025,000

(1) These amounts are preliminary, subject to change and will constitute principal maturities of the 2019 Bonds unless Term Bonds are specified by the successful bidder, in which case these amounts may constitute mandatory sinking fund redemptions of Term Bonds.

Term Bonds

Term bonds, if any, must consist of the total principal payments of two or more consecutive years and mature in the latest of those years (the "Term Bonds").

Term Bonds are further subject to mandatory redemption prior to their stated maturity dates on August 15 of each year for which mandatory sinking fund redemption is specified by the successful bidder by lot within any maturity if less than all of such maturity is to be redeemed, upon payment of the principal amount thereof and accrued interest thereon to the date fixed for redemption, without premium, but only in amounts equal to, and in accordance with the schedule of principal amounts of the Bonds to be redeemed in each such year from the mandatory sinking fund. If no Term Bonds are designated in the winning bid, the Bonds will mature serially as provided in this Official Notice of Sale.

Redemption Provisions

The 2019 Bonds are not subject to optional redemption prior to maturity.

Book-Entry Only

The 2019 Bonds are issuable only as fully registered bonds and, when issued, will be registered in the name of Cede & Co. as bond owner and nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the 2019 Bonds. Purchases of the Bonds will be made in book-entry form, in the denomination of $5,000 or any integral multiple thereof. Purchasers will not receive certificates representing their interest in the Bonds purchased. The principal of and interest on the 2019 Bonds are payable by U.S. Bank National Association, as paying agent and bond registrar (the "Paying Agent") to DTC, which in turn is obligated to remit such principal and interest to the DTC participants for subsequent disbursement to beneficial owners of the Bonds.

Bidding Information

Bidders are invited to submit bids for the purchase of the 2019 Bonds fixing the interest rate or rates that the 2019 Bonds will bear, but:

(i) no bid will be considered for the Bonds that is less than an amount equal to one hundred two percent (102%) of the par value of the 2019 Bonds nor more than an amount equal to one hundred fifteen percent (115%) of the par value of the Bonds, or for less than the entire offering of the 2019 Bonds bid on;

(ii) interest rates bid shall be in multiples of 1/8 or 1/20 of one percent, or both

(iii) interest shall be computed from the dated date of a 2019 Bond to its stated maturity date at the single interest rate specified in the bid for the Bonds of such maturity;

(iv) no more than one rate of interest may be fixed for any one maturity;

(v) a zero percent (0%) interest rate may not be used;

(vi) the highest interest rate bid for any of the 2019 Bonds shall not exceed five percent (5.0%) per annum;

(vii) no single maturity may have a price of less than ninety-eight percent (98%) of the par value of the 2019 Bond for that maturity; and

(viii) bids must be without condition and may only be submitted electronically via Parity.

Award

The 2019 Bonds will be sold to the bidder making a bid for the 2019 Bonds that conforms to the terms of the offering and that, on the basis of the lowest true interest cost, is the best bid. For the purpose of comparing bids only, each bid must state the true interest cost of the bid determined in the manner hereinafter stated. The true interest cost to the City will be the rate that, when used to discount to the date of the Bonds all future payments of principal and interest (using semiannual compounding and a 30/360 day basis), produces an amount equal to the bid amount.

If there are two or more equal bids for the 2019 Bonds and those bids are the best bids received, the City Representatives will determine by lot which bid will be accepted. The City reserves the right to reject any or all bids submitted and any bid not complying with the terms of this Official Notice of Sale. The City also reserves the right to waive any formality or irregularities in the bidding or bidding process. If all bids for an offering are rejected, the 2019 Bonds may be re-advertised for sale in the manner provided by law and as provided above or by private sale.

Adjustment of Principal Amount and Bid Price After Award of the Bonds

The 2019 Bonds will be awarded based on the maturity schedule above. However, the City reserves the right to increase or decrease the total principal amount of the 2019 Bonds by an amount not to exceed fifteen percent (15%) of the total following the opening of the bids. Within the limitations of the last sentence, the City also reserves the right to increase or decrease the par amount of any maturity by the greater of fifteen percent (15%) of the par amount of that maturity or $150,000, in order to properly size the issue and adjust debt service. Notice of any adjustment will be given to the winning bidder after bid opening. The underwriter's spread will be preserved at the same percentage as bid.

Any such adjustment of principal amounts of the 2019 Bonds shall be based on the schedule of principal amounts provided by the City to be used as the basis for the bids for the 2019 Bonds. In the event of any such adjustment, no rebidding or recalculation of the bids submitted will be required or permitted and no successful bid may be withdrawn. The bidder awarded the 2019 Bonds by the City shall not be permitted to withdraw its bid, change the interest rates in its bid or reoffering prices as a result of any changes made to the principal amounts of the 2019 Bonds in accordance with this Official Notice of Sale.

Good Faith Deposit

The winning bidder will be required to provide a good faith deposit in the amount of $86,000 in immediately available funds wired to the City not later than 1:30 p.m. (Pacific Time) on August 20, 2019. The City or Piper Jaffray & Co., the City's Municipal Advisor (the "Municipal Advisor"), will provide the wire information immediately upon the award of the bid.

The good faith deposit will be held by the City to secure the City from any loss resulting from the failure of the bidder to comply with the terms of its bid, and will be forfeited to the City as liquidated damages if the bidder to whom the bonds are awarded withdraws its bid or fails to complete its purchase of either series of bonds in accordance with this Official Notice of Sale and its bid.

Interest earnings on any good faith deposit will be the property of the City, and will not be credited against the purchase price of the 2019 Bonds. The successful bidder for the 2019 Bonds shall pay the balance of the purchase price for the 2019 Bonds at closing, in funds immediately available to the City on the date and at the time of closing (see "Delivery").

Reoffering Prices

Prior to the formal award of the sale, and promptly after bids for the 2019 Bonds are due, the apparent successful bidder shall provide the Municipal Advisor with the reoffering prices and yields. The reoffering prices and yields so provided will be printed on the inside cover of the final Official Statement. In addition, the winning bidder must provide an Issue Price Certificate certifying the reoffering prices and yields that the successful bidder previously provided, not later than two business days prior to the closing of the 2019 Bonds. The Issue Price Certificate must be substantially as shown below under "Form of Issue Price Certificate" and satisfactory to Bond Counsel, and contain information reasonably requested by the City and Bond Counsel that will enable the City to determine the "Issue Price" (within the meaning of Treasury Regulations Section 1.148-1) for each maturity of the 2019 Bonds. If the successful bidder fails to provide the Issue Price Certificate required by this Notice of Sale, the City may cancel the sale of the 2019 Bonds and retain the successful bidder's good faith deposit as liquidated damages.

Ratings

The City will, at its own expense, pay the fee to S&P Global for rating the 2019 Bonds. Any additional ratings shall be at the option and expense of the bidder**.**

Bidder's Option Insurance

Bids for the 2019 Bonds may not be conditioned upon obtaining insurance or any other credit enhancement. The City does not intend to qualify the 2019 Bonds for municipal bond insurance. If the successful bidder wishes to obtain municipal bond insurance for any of the 2019 Bonds, the City will cooperate with the bidder and the insurer to allow the insurance to be issued, but only if doing so does not increase the City's risks or expense. All costs related to municipal bond insurance for the 2019 Bonds must be paid by the successful bidder, and no difficulty with, or failure to obtain, any municipal bond insurance will excuse the successful bidder from its obligation to purchase the 2019 Bonds pursuant to its bid.

Closing Certificates

At the time of payment for the delivery of the 2019 Bonds, the City will furnish the successful bidder a certificate confirming that there is no material litigation pending that is not disclosed in the Official Statement, and that the portions of the Official Statement describing the City do not contain any material misstatements or omissions.

Tax-Exemption

In the opinion of Hawley Troxell Ennis & Hawley LLP, Bond Counsel, assuming continuous compliance by the City with certain covenants, interest on the 2019 Bonds is not included in gross income under present federal income tax laws pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and is excluded from alternative minimum taxable income as defined in Section 55(b)(2) of the Code. Interest on the 2019 Bonds is not included in Idaho taxable income under present Idaho income tax laws. See "Tax-Exemption" in the Preliminary Official Statement herein for a description of this designation.

Bank Qualified

The City intends to designate the 2019 Bonds as "qualified tax-exempt obligations" pursuant to the small issuer exception provided by Section 265(b)(3)(B) of the Code, which affords banks and thrift institutions purchasing the 2019 Bonds, more favorable treatment of their deduction for interest expense than would otherwise be allowed under Section 265(b)(2) of the Code for taxable years of such financial institutions ending after December 31, 1986.

Legal Opinion

Legal matters incident to the authorization, issuance and sale of the 2019 Bonds by the City are subject to the approving legal opinion of Bond Counsel, substantially in the form attached hereto as Appendix B. A reliance letter will be provided at no cost to the purchaser. Certain matters will be passed upon for the City by Hawley Troxell Ennis & Hawley LLP, in its role as disclosure counsel.

Issue Price Information

Establishment of Issue Price. By submitting a bid for the 2019 Bonds, the winning bidder for such Series agrees to assist the City in establishing the issue price of the 2019 Bonds and to execute and deliver to the City at closing an "issue price" or similar certificate (the "Issue Price Certificate") setting forth the reasonably expected initial offering price to the public or the sales price or prices of the 2019 Bonds, together with the supporting pricing wires or equivalent communications. **By submitting a bid, the winning bidder agrees to observe the "hold-the-offering-price" rule (defined below) if the Competitive Sale Safe Harbor (defined below) does not apply on the sale date. Bids will not be accepted if they are subject to cancellation in the event that the Competitive Sale Safe Harbor does not apply.**

The City has attached to this Official Notice of Bond Sale as Exhibits A and B two alternatives for the form of Issue Price Certificate. Exhibit A reflects the form that would be used if the safe harbor described in Treasury Regulations Section 1.148-1(f)(3)(i) (the "Competitive Sale Safe Harbor") is applicable on the sale date; Exhibit B reflects the form that would be used if the Competitive Sale Safe Harbor is inapplicable, in which case the City will require that the winning bidder observe the "hold-the-offering-price" rule. The winning bidder agrees to execute the appropriate Issue Price Certificate, substantially in the form attached hereto with only such modifications as may be acceptable to the City and Bond Counsel.

All communications with the City pursuant to this Official Notice of Bond Sale relating to establishing the issue price of the Bonds may be directed to the City's Municipal Advisor. Any notice, report, pricing wire, or equivalent communication that is to be provided to the City to establish the issue price is to be provided to the City's Municipal Advisor and its Bond Counsel.

Competitive Sale Safe Harbor. The City intends for the provisions of Treasury Regulations Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) to apply to the initial sale of the Bonds (the "competitive sale requirements"), because:

(i) the City will disseminate this Official Notice of Bond Sale to potential underwriters in a manner reasonably designed to reach potential underwriters;

(ii) all bidders will have an equal opportunity to bid;

(iii) the City expects to receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(iv) the City anticipates awarding the sale of the 2019 Bonds to the bidder who submits a firm offer to purchase the 2019 Bonds at the highest price (or lowest interest cost), as set forth in this Official Notice of Bond Sale.

Each bid submitted pursuant to this Official Notice of Bond Sale will be considered a firm offer for the purchase of the 2019 Bonds, as specified in the bid. The Competitive Sale Safe Harbor will be considered inapplicable if the City and its Bond Counsel determine that the requirements of Treasury Regulations Section 1.148-1(f)(3)(i), including the requirement to receive at least three bids, have not been met.

Hold-the-Offering-Price Rule Applies if Competitive Sale Safe Harbor Not Met. If the competitive sale requirements are not satisfied, the City will so advise the winning bidder. The City, in its sole discretion, on a maturity-by-maturity basis, may determine to treat:

(i) the first price at which 10% of a maturity of the 2019 Bonds (the "10% test") is sold to the public as the issue price of that maturity; and/or

(ii) the initial offering price to the public as of the sale date of any maturity of the 2019 Bonds as the issue price of that maturity (the "hold-the-offering-price rule").

The winning bidder must advise the City, as soon as practicable following the verbal award, if any maturity of the 2019 Bonds satisfies the 10% test as of the date and time of the award of the 2019 Bonds. The City will promptly advise the winning bidder, if practicable, at or before the time of award of the 2019 Bonds, which maturities of the 2019 Bonds will be subject to the 10% test or subject to the hold-the-offering-price rule. If, prior to the time of the award, the winning bidder has not advised the City that any maturity satisfies the 10% test, the bidder should assume that all maturities will be subject to the hold-the-offering-price rule. Bids will **not** be accepted if they are subject to cancellation upon determination by the City to apply the hold-the-offering-price rule to any maturity of the 2019 Bonds. **Bidders should prepare their bids on the assumption that some or all of the maturities of the 2019 Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the 2019 Bonds.**

By submitting a bid, the winning bidder agrees that, in the event that the City determines to apply the hold-the-offering-price rule, it will:

(i) confirm that the underwriters have offered or will offer the 2019 Bonds to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder;

(ii) agree, on behalf of the underwriters participating in the purchase of the 2019 Bonds, that the underwriters will neither offer nor sell unsold 2019 Bonds of any maturity to which the hold-the-offering-price rule applies to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of (a) the close of the fifth business day after the sale date (the "End of the Holding Period"), or (b) the date on which the underwriters have sold at least 10% of that maturity of the 2019 Bonds to the public at a price that is no higher than the initial offering price to the public; and

(iii) promptly advise the City when the underwriters have sold 10% of each maturity of the 2019 Bonds that is subject to the hold-the-offering-price rule to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the End of the Holding Period.

Reliance on Agreements with Participating Underwriters, Dealers, and Broker-Dealers. In making the representations set forth above, the winning bidder agrees to obtain and, if obtained, may rely on:

(i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires;

(ii) if a selling group has been created in connection with the initial sale of the 2019 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires; and

(iii) if an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the 2019 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires.

If appropriate agreements have been obtained, the City acknowledges that each underwriter will be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter will be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

In addition, by submitting a bid, each bidder confirms that any agreement among underwriters, any selling group agreement, and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the 2019 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (i) report the prices at which it sells to the public the unsold 2019 Bonds of each maturity allotted to it until either it is notified by the winning bidder that the 10% test has been satisfied as to the 2019 Bonds of that maturity or the End of the Holding Period, whichever occurs first, and (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires.

Further, each bidder confirms that any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the 2019 Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to:

(i) report the prices at which it sells to the public the unsold 2019 Bonds of each maturity allotted to it until either it is notified by the winning bidder or such underwriter that the 10% test has been satisfied as to the 2019 Bonds of that maturity or the End of the Holding Period, whichever occurs first; and

(ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Other Terms. Sales of any 2019 Bonds to any person that is a related party to an underwriter will not constitute sales to the public for purposes of the representations of the bidder pursuant to this Official Notice of Bond Sale, including any representations to be made in an Issue Price Certificate. Further, for purposes of this Official Notice of Bond Sale and the Issue Price Certificate:

(i) "public" means any person other than an underwriter or a related party;

(ii) "underwriter" means (a) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public, and (b) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (a) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public);

(iii) a purchaser of any of the 2019 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (a) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (b) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (c) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) "sale date" means the date that the 2019 Bonds are awarded by the City to the winning bidder.

Questions regarding the form of expected Issue Price Certificate should be directed to the City's Municipal Advisor or its Bond Counsel.

Delivery

The City will deliver the 2019 Bonds (consisting of one certificate for each maturity of the Bonds) to DTC in New York, New York, or to the Paying Agent on behalf of DTC by Fast Automated Securities Transfer, prior to the date of closing. Closing will occur within 30 days after the sale date. Settlement will be in federal funds available to the Paying Agent in Salt Lake City, Utah on the date of delivery. Delivery is expected to be September 4, 2019.

If, prior to the delivery of the Bonds, the interest receivable by the owners of the Bonds becomes includable in gross income for federal income tax purposes, or becomes subject to federal income tax other than as described in the Preliminary Official Statement for the Bonds, the successful bidder for the Bonds, at its option, may be relieved of its obligation to purchase the Bonds, and in that case the good faith deposit accompanying its bid will be returned without interest.

CUSIP Numbers

It is anticipated that a CUSIP identification number will appear on each 2019 Bond, but neither the failure to insert such number nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder for the 2019 Bonds to accept delivery of and pay for such 2019 Bonds in accordance with the terms of this Official Notice of Bond Sale.

The City's Municipal Advisor is responsible for obtaining CUSIP numbers for the 2019 Bonds. The charge of the CUSIP Service Bureau for each of the 2019 Bonds will be paid by the successful bidder for such 2019 Bonds.

Ongoing Disclosure Undertaking

To assist bidders in complying with SEC Rule 15c2–12(b)(5), the City will undertake to provide certain annual financial information and notices of the occurrence of certain events, if material. The proposed form of this undertaking is set forth in Appendix E hereto.

Compliance with SEC Rules

The City agrees to provide the successful bidder with one copy of the final Official Statement in Adobe Portable Document Format (PDF), not later than the seventh business day following the date on which bids are due, to enable the successful bidder to satisfy its responsibilities under the SEC rules, at the expense of the City. The City will also provide paper copies of the final Official Statement at the request and expense of the bidder. Bidders should expect that the final Official Statement will not be available prior to the seventh business day following the date on which bids are due, and should not issue confirmations which request payment prior to that date. This provision will constitute a contract with the successful bidder upon acceptance of its bid by the City, in compliance with Section 240.15c2-12(b)(3) in Chapter II of Title 17 of the Code of Federal Regulations.

Municipal Advisor

Requests for additional information about this sale should also be directed to the Municipal Advisor, Attention Michael Keith, Piper Jaffray & Co., (208) 344-8564.

Preliminary Official Statement and Additional Information

The Preliminary Official Statement for the 2019 Bonds (with this Official Notice of Sale) is available in electronic form from i-Deal Prospectus. For information on electronic delivery, please call the i-Deal Prospectus at (212) 849-5024 or contact the Municipal Advisor.

EXHIBIT A

Competitive Sale – Three Bids Received

Purchaser's Certificate:

IT IS HEREBY CERTIFIED by the undersigned on behalf of _____________________________ (the "Purchaser"), as representative of the underwriters for the "_______________________________" (the "Bonds"):

1. We acknowledge receipt of the Bonds in the aggregate principal amount of $___________, bearing interest and maturing as provided in [Instrument providing principal amount and interest rate] _____________________________ of the ____________________________ (the "Issuer") on _____________________________________, and the instruments described therein, and such Bonds being in the denominations and registered in the name of Cede & Co., as nominee of The Depository Trust Company, as requested by us.

2. A bona fide public offering was made for all of the Bonds on the sale date at the prices shown on the inside cover page of the Official Statement for the Bonds in Exhibit 1. Those prices are the reasonably expected initial offering prices of each maturity of the Bonds to the public which were used by the Purchaser in formulating its bid to purchase the Bonds. For this purpose:

   "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or a related party.

   "Sale date" means the date the Purchaser's bid for the Bonds was accepted on behalf of the Issuer.

   "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public).

If a yield is shown on the inside cover page for any maturity, "price" herein means the dollar price that produces that yield.

3. The underwriter was not given the opportunity to review other bids prior to submitting its bid.

4. The bid submitted by the underwriter constituted a firm bid to purchase the Bonds.

5. The Issuer and its counsel may rely on these certifications in concluding that the Bonds meet certain requirements of the Internal Revenue Code of 1986 as amended (the "Code"), relating to tax-exempt bonds; however, nothing herein represents our interpretation of any law and we are not providing any interpretations of law or regulations in executing and delivering this certificate.

DATED as of ____________________, 2019.
__________________, as Representative of the Underwriters
By: ____________________________________
Title: ___________________________________

Exhibit 1

(Offering Prices of Bonds)

EXHIBIT B

Hold the Price

Purchaser's Certificate:

IT IS HEREBY CERTIFIED by the undersigned on behalf of____________________ (the "Purchaser"), as representative of the underwriters for the "__________________________________" (the "Bonds"):

1. We acknowledge receipt of the Bonds in the aggregate principal amount of $___________, bearing interest and maturing as provided in the [Instrument providing principal amount and interest rate] of the_________________ (the "Issuer") on ______________, and the instruments described therein, and such Bonds being in the denominations and registered in the name of Cede & Co., as nominee of The Depository Trust Company, as requested by us.

2. A bona fide public offering was made for all of the Bonds on the sale date at the prices shown [on the [inside] cover page of the Official Statement for the Bonds][in Exhibit 1]. Those prices are the prices at which the Bonds were initially offered to the public on or before the sale date. A copy of the pricing wire or similar documentation supporting this certification is attached as Exhibit 2. For the purposes of this certificate:

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or a related party.

"Sale date" means the date the Purchaser's offer to purchase the Bonds in the Bond Purchase Contract was accepted on behalf of the Issuer.

"Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public).

"Substantial amount" is 10% or more of each maturity.

If a yield is shown on the [inside] cover page for any maturity, "price" herein means the dollar price that produces that yield.

3. As set forth in the Bond Purchaser Agreement, the underwriter[s] [has][have] agreed in writing that, for each Maturity of the Bonds, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the initial public offering price for such Maturity during the period starting on the sale date and ending on the earlier of (i) the close of the fifth business day after the sale date or (ii) the date on which the underwriter[s] [has][have] sold a substantial amount of such Maturity of the Bonds to the public at a price that is no higher than the initial public offering price for such Maturity. [No underwriter has][The underwriter has not] offered or sold any Maturity of the Bonds at a price that is higher than the respective initial public offering price for that Maturity of the Bonds during the offering period applicable to that Maturity described in the preceding sentence.

4. The Issuer and its counsel may rely on these certifications in concluding that the Bonds meet certain requirements of the Internal Revenue Code of 1986 as amended (the "Code"), relating to tax-exempt bonds; however, nothing herein represents our interpretation of any law and we are not providing any interpretations of law or regulations in executing and delivering this certificate.

DATED as of _________________, 2019.
________________________, as Representative of the Underwriters
By: _______________________________
Title: ______________________________

Exhibit 1

(Offering Prices of Bonds)

PRELIMINARY OFFICIAL STATEMENT

$8,615,000*

City of Moscow, Latah County, Idaho

General Obligation Bonds, Series 2019 (Bank Qualified)

On Tuesday, August 20, 2019 up to 8:30:00 A.M., Pacific Time, electronic bids will be received by means of the ***PARITY®*** electronic bid submission system. See the "OFFICIAL NOTICE OF BOND SALE."

The 2019 Bonds (as defined herein) will be awarded to the successful bidder(s) and issued pursuant to an ordinance of the City of Moscow, Idaho adopted on August 5, 2019.

The City has deemed this PRELIMINARY OFFICIAL STATEMENT final as of the date hereof, for purposes of paragraph (b)(1) of Rule 15c2–12 of the Securities and Exchange Commission, subject to completion with certain information to be established at the time of sale of the 2019 Bonds as permitted by the Rule.

This PRELIMINARY OFFICIAL STATEMENT is dated ______________, 2019, and the information contained herein speaks only as of that date.

*Preliminary; subject to change

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PRELIMINARY OFFICIAL STATEMENT DATED ______________, 2019

NEW ISSUE—BOOK–ENTRY ONLY **Rating:** S&P "____"
See "MISCELLANEOUS—Bond Rating" herein.

In the opinion of Hawley Troxell Ennis & Hawley LLP, Bond Counsel, assuming continuous compliance with certain covenants described herein, interest on the 2019 Bonds (defined herein) is excluded from gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Tax Code"), and interest on the 2019 Bonds is excluded from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code.

$8,615,000*

City of Moscow, Latah County, Idaho

General Obligation Bonds, Series 2019 (Bank Qualified)

The $8,615,000* General Obligation Bonds, Series 2019 (Bank Qualified) (the "2019 Bonds") are issued by the City of Moscow, Idaho (the "City"), as fully–registered bonds and, when initially issued,[1] will be in book–entry form, registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the 2019 Bonds.

Principal of and interest on the 2019 Bonds (interest payable February 15 and August 15 of each year, commencing February 15, 2020) are payable by U.S. Bank National Association, as Paying Agent (the "Paying Agent"), to the registered owners thereof, initially Cede & Co., as nominee of DTC. See "The 2019 Bonds—Book–Entry System" herein.

The 2019 Bonds are not subject to optional redemption prior to maturity. See "The 2019 Bonds—Redemption Provisions" herein. The 2019 Bonds may be subject to mandatory sinking fund redemption at the option of the successful bidders.

The 2019 Bonds will be general obligations of the City payable from the proceeds of ad valorem taxes to be levied without limitation as to rate or amount on all of the taxable property in the City, fully sufficient to pay the 2019 Bonds as to both principal and interest.

The City intends to designate the 2019 Bonds as "qualified tax-exempt obligations" pursuant to the small issuer exception provided by Section 265(b)(3)(B) of the Code, which affords banks and thrift institutions purchasing the 2019 Bonds, more favorable treatment of their deduction for interest expense than would otherwise be allowed under Section 265(b)(2) of the Code for taxable years of such financial institutions ending after December 31, 1986.

See the inside front cover for the maturity schedule of the 2019 Bonds.

The 2019 Bonds will be awarded pursuant to competitive bidding received by means of the *PARITY*® electronic bid submission system on Tuesday, August 20, 2019 as set forth in the OFFICIAL NOTICE OF BOND SALE (dated ______________, 2019).

Piper Jaffray & Co., Boise, Idaho, is acting as Municipal Advisor.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire OFFICIAL STATEMENT to obtain information essential to the making of an informed investment decision. This PRELIMINARY OFFICIAL STATEMENT is dated _____________, 2019, and the information contained herein speaks only as of that date.

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* Preliminary; subject to change.

[1] The anticipated date of delivery is Wednesday, September 4, 2019.

City of Moscow, Latah County, Idaho

$8,615,000(*)

General Obligation Bonds, Series 2019 (Bank Qualified)

Dated: Date of Delivery **Due: August 15, as shown below**

Due August 15	Amounts(1)	Interest Rates	Yields	CUSIP(2) 619466
2020	$ 690,000			
2021	750,000			
2022	780,000			
2023	810,000			
2024	840,000			
2025	875,000			
2026	910,000			
2027	950,000			
2028	985,000			
2029	1,025,000			

(1) Preliminary, subject to change.
(2) The CUSIP numbers herein are provided by CUSIP Global Services (CGS), which is managed on behalf of the American Bankers Association by Standard and Poor's, a division of the McGraw-Hill Companies, Inc. CUSIP is a registered trademark of the American Bankers Association. CUSIP numbers are provided for convenience of reference only. CUSIP numbers are subject to change. Neither the City nor the Underwriter (hereafter defined) takes any responsibility for the accuracy of such CUSIP numbers.

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* Preliminary; subject to change.

Table of Contents

This Official Statement does not constitute an offer to sell the Bonds in any jurisdiction in which or to a person to whom it is unlawful to make such an offer. No dealer, salesperson or other person has been authorized by the City or Piper Jaffray & Co., as municipal advisor (the "Municipal Advisor"), to give any information or to make any representations, other than those contained herein, in connection with the offering of the 2019 Bonds and, if given or made, such information or representations must not be relied upon.

The City makes no representation regarding the accuracy or completeness of the information provided in Appendix E—Book-Entry Only System, which has been furnished by DTC. Estimates and opinions are included and should not be interpreted as statements of fact. Summaries of documents do not purport to be complete statements of the provisions. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create an implication that there has been no change in the affairs of the City since the date hereof.

The Municipal Advisor has provided the following sentence for inclusion in this Official Statement. The Municipal Advisor has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Municipal Advisor does not guarantee the accuracy or completeness of such information.

This Preliminary Official Statement has been "deemed final" by the City, pursuant to Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, except for information which is permitted to be excluded from this Preliminary Official Statement under said Rule 15c2-12.

Certain statements contained in this Official Statement do not reflect historical facts, but are forecasts and "forward-looking statements." No assurance can be given that the future results discussed herein will be achieved, and actual results may differ materially from the forecasts described herein. In this respect, words such as "estimated," "projected," "anticipate," "expect," "intend," "plan," "believe" and similar expressions are intended to identify forward-looking statements. All projections, assumptions and other forward-looking statements are expressly qualified in their entirety by the cautionary statements set forth in this Official Statement.

In connection with this offering, the underwriter may over allot or effect transactions that stabilize or maintain the market price of the 2019 Bonds at levels above those which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

There can be no guarantee that there will be a secondary market for the 2019 Bonds or, if a secondary market exists, that the 2019 Bonds can be sold for any particular price. Accordingly, purchasers of the Bonds should be prepared to have their funds committed until the 2019 Bonds mature. It is not the present practice of the underwriter to make a secondary market in the bond issues for which it serves as underwriter. Prices of issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different than the original purchase price. Because of general market conditions, lack of current information, or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue may be suspended or terminated.

PRELIMINARY OFFICIAL STATEMENT RELATED TO

$8,615,000(*)

City of Moscow, Latah County, Idaho

General Obligation Bonds, Series 2019 (Bank Qualified)

INTRODUCTION

The City of Moscow, Latah County, Idaho (the "City") was incorporated in 1887. Located in Latah County, Idaho (the "County"), the City is situated in the north Idaho panhandle, adjacent to the Washington/Idaho border, 31 miles north of the City of Lewiston and 90 miles south of the City of Coeur d'Alene. The City had approximately 25,766 residents according to the 2018 Census estimate. See "CITY OF MOSCOW, IDAHO" below.

The City furnishes this Preliminary Official Statement in connection with the offering of $8,615,000* aggregate principal amount of General Obligation Bonds, Series 2019 (Bank Qualified) (the "2019 Bonds" or "2019 Bond"), initially issued in book–entry form only, dated the Date of Delivery, as defined of the cover page. This Preliminary Official Statement , which includes the cover page, inside cover page, "APPENDIX A—FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION OF CITY OF MOSCOW, IDAHO FOR FISCAL YEAR 2018"; "APPENDIX B—PROPOSED FORM OF OPINION OF BOND COUNSEL"; "APPENDIX C—PROPOSED FORM OF INFORMATION REPORTING AGREEMENT"; "APPENDIX D—BOND ORDINANCE NO. 2019-__"and "APPENDIX E—BOOK–ENTRY SYSTEM" provides information concerning the City and the 2019 Bonds.

The 2019 Bonds are offered, subject to prior sale, when, as and if issued and received by the successful bidder(s) subject to the approval of legality by Hawley Troxell Ennis & Hawley LLP, Boise, Idaho, Bond Counsel to the City, and certain other conditions. Certain legal matters will be passed upon for the City by the City Attorney. It is expected that the 2019 Bonds, in book–entry form, will be available for delivery to DTC or its agent on or about Wednesday, September 4, 2019.

When used herein the terms "Fiscal Year[s] 20YY" or "Fiscal Year[s] End[ed][ing] September 30, 20YY" shall refer to the year ended or ending on September 30 of the year indicated and beginning on October 1 of the preceding calendar year. Capitalized terms used but not otherwise defined herein have the same meaning as given to them in the Bond Ordinance (as defined herein).

* Preliminary; subject to change.

Professional Services

In connection with the issuance of the 2019 Bonds, the following have served the City in the capacity indicated.

Bond and Disclosure Counsel
Hawley Troxell Ennis & Hawley LLP
250 Northwest Blvd., Suite 204
Coeur d'Alene, ID 83814
208.667.1300
dquade@hawleytroxell.com

Attorney for the City
Mia Bautista, City Attorney
206 East 3rd Street
Moscow, ID 83843
208.883.7003
mbautista@ci.moscow.id.us

Paying Agent and Bond Registrar
U.S. Bank National Association
170 South Main Street Suite 200
Salt Lake City, UT 84101
801.534.6083
kim.galbraith@usbank.com

Municipal Advisor
Piper Jaffray & Co.
101 S. Capitol Blvd. Suite 603
Boise ID 83702
208.344.8561
Eric.A.Heringer@pjc.com

Contact Persons

As of the date of this OFFICIAL STATEMENT, additional requests for information may be directed to Piper Jaffray & Co., Boise, Idaho, as Municipal Advisor to the City (the "Municipal Advisor"):

Eric Heringer, Managing Director, Eric.A.Heringer@pjc.com
Piper Jaffray & Co.
101 S. Capitol Blvd. Suite 603
Boise ID 83702
208.344.8561

As of the date of this OFFICIAL STATEMENT, the chief contact persons for the City concerning the 2019 Bonds are:

Gary J. Riedner, City Supervisor, griedner@ci.moscow.id.us
Sarah L. Banks, Finance Director/Treasurer, sbanks@ci.moscow.id.us
City of Moscow
206 East 3rd Street
Moscow, Idaho 83843
208.883.7000

THE 2019 BONDS

Principal Amount, Date, Interest Rates and Maturities

The 2019 Bonds will be dated the date of their original issuance and delivery[1] (the "Dated Date") and will mature on August 15 of the years and in the amounts and pay interest on the dates and at the rates shown on the inside front cover page.

Interest on the 2019 Bonds is payable semiannually on each February 15 and August 15, commencing February 15, 2020. Interest on the 2019 Bonds will be computed on the basis of a 360–day year comprised of 12, 30–day months. U.S. Bank National Association is the initial bond registrar (the "Bond Registrar") and paying agent (the "Paying Agent") for the 2019 Bonds under the Bond Ordinance. If any date for the payment of principal or interest on the 2019 Bonds is not a business day, then the payment will be due on the first day thereafter that is a business day and no interest will accrue during such period.

The 2019 Bonds will be issued as fully–registered bonds, initially in book–entry form, in the denomination of $5,000 or any whole multiple thereof, not exceeding the amount of each maturity.

The 2019 Bonds are being issued within the constitutional debt limit imposed on cities in the State of Idaho. See "DEBT STRUCTURE OF CITY OF MOSCOW, IDAHO—General Obligation Legal Debt Limit and Additional Debt Incurring Capacity" below.

Redemption Provisions

The 2019 Bonds are not subject to optional redemption prior to maturity.

Registration and Transfer, Denominations, Manner of Payment

The 2019 Bonds are issuable only as fully–registered bonds and, when initially issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC").

DTC will act as securities depository for the 2019 Bonds. The 2019 Bonds will be issued as fully– registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. Purchases of 2019 Bonds will be made in book–entry form only, in the principal amount of $5,000 or any whole multiple thereof, through brokers and dealers who are, or who act through, DTC's Participants (as defined herein). Beneficial Owners (as defined herein) of the 2019 Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the 2019 Bonds. "Direct Participants," "Indirect Participants" and "Beneficial Owners" are defined under "APPENDIX E—BOOK–ENTRY SYSTEM."

Principal of and interest on the 2019 Bonds (interest payable February 15 and August 15 of each year, commencing February 15, 2020) are payable by the Paying Agent for the 2019 Bonds, to the registered owners of the 2019 Bonds. So long as Cede & Co. is the registered owner of the 2019 Bonds, DTC will, in turn, remit such principal and interest to its Direct Participants, for subsequent disbursements to the Beneficial Owners of the 2019 Bonds, as described under "APPENDIX E—BOOK–ENTRY SYSTEM" below.

[1] The anticipated date of delivery is Wednesday, September 4, 2019.

So long as DTC or its nominee is the sole registered owner of the 2019 Bonds, neither the City, the successful bidder(s), nor the Paying Agent will have any responsibility or obligation to any Direct or Indirect Participants of DTC, or the persons for whom they act as nominees, with respect to the payments to or the providing of notice for the Direct Participants, Indirect Participants or the Beneficial Owners of the 2019 Bonds. Under these same circumstances, references herein and in the Bond Ordinance to the "Bondowners" or "Registered Owners" of the 2019 Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners of the 2019 Bonds.

In the event the book–entry system is discontinued, any 2019 Bond may, in accordance with its terms, be transferred, upon the registration books kept by the Bond Registrar, by the person in whose name it is registered, in person or by such owner's duly authorized attorney, upon surrender of such 2019 Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Bond Registrar. No transfer will be effective until entered on the registration books kept by the Bond Registrar. Whenever any 2019 Bond is surrendered for transfer, the Bond Registrar will authenticate and deliver a new fully–registered 2019 Bond or 2019 Bonds of the same series, designation, maturity and interest rate and of authorized denominations duly executed by the City, for a like aggregate principal amount.

Authorization for and Purpose of the 2019 Bonds

Authority. The 2019 Bonds are being issued pursuant to the applicable provisions of (i) Title 50, Chapter 10, Idaho Code, as amended (the "Idaho Code") and the Public Obligations Registration Act, Title 57, Chapter 9, Idaho Code, as amended, and the Municipal Bond Law, Title 57, Chapter 2, Idaho Code (collectively, the "Act"), (ii) Ordinance No. 2019-__ adopted by the City Council of the City (the "City Council") and approved by the Mayor on August 5, 2019 (the "Bond Ordinance"), which provides for the sale and issuance of the 2019 Bonds, and (iii) other applicable provisions of law.

The 2019 Bonds were authorized at a bond election held for that purpose on May 21, 2019 (the "2019 Bond Election"). The proposition submitted to the voters of the City was as follows:

> Shall the City of Moscow, Idaho, be authorized to issue and sell general obligation bonds in the principal amount of up to $9,640,000 for the purposes of acquisition, construction, remodeling, improvement or otherwise, of a new police station and other public buildings throughout the City, together with all necessary appurtenant facilities and equipment, including all necessary land therefor; the bonds to be due in installments as fixed by the Mayor and Council of the City, the last installment to be due and payable not more than ten (10) years from the date of issue of such bonds, as provided in Ordinance No. 2019-01 adopted by the Council of the City on February 19, 2019?

At the 2019 Bond Election there were 1,723 votes cast in favor of the issuance of bonds and 764 votes cast against the issuance of bonds, for a total vote count of 2,487, with approximately 69.3% in favor of the issuance of bonds, exceeding the required two–thirds majority approval for election passage.

Under Idaho law, a challenge to an election outcome must be filed within 40 day of the date of canvass. The County canvassed the final election results on May 29, 2019; therefore, the 40-day challenge period expired on July 8, 2019.

The 2019 Bonds are the first and only block of bonds to be issued from the 2019 Bond Election. After the sale and delivery of the 2019 Bonds, the City will have exhausted its 2019 Bond Election authorization.

Sources and Uses of Funds

The proceeds from the sale of the 2019 Bonds are estimated to be applied as set forth below:

Sources of Funds	
Par Amount of Bonds	
Original Issue Premium	
Total Sources of Funds	$ 0
Uses of Funds	
Project Deposit	
Underwriting and Costs of Issuance[(1)]	
Total Uses of Funds	$ 0

(1) Includes legal fees, Municipal Advisor fees, rating agency fees, Bond Registrar and Paying Agent fees, rounding amounts and other miscellaneous costs of issuance.

Debt Service on the 2019 Bonds

Calendar	The 2019 Bonds[(1)]		Total
Year	Principal	Interest	Debt Service
2019	-	-	
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
	$ -	$ -	

(1) Amounts will be provided in the final Official Statement.

(Remainder of page intentionally left blank.)

SECURITY AND SOURCES OF PAYMENT

The 2019 Bonds are general obligations of the City and the full faith, credit and resources of the City are pledged for the punctual payment of the principal of and interest on the 2019 Bonds. The 2019 Bonds are secured by ad valorem taxes to be levied against all taxable property within the City. More specifically, for the purpose of paying the principal of and interest on the 2019 Bonds as the same will become due, the City will levy on all taxable property located within the City, in addition to all other taxes, direct annual taxes sufficient in amount to provide for the payment of principal of and interest on the 2019 Bonds. The taxes, when collected, are required to be applied solely for the purpose of payment of principal and interest on the 2019 Bonds and for no other purpose.

The City may, subject to applicable laws, apply other funds available to make payments with respect to the 2019 Bonds and thereby reduce the amount of future tax levies for such purpose. See “FINANCIAL INFORMATION REGARDING THE CITY OF MOSCOW, IDAHO—Property Tax Matters” below

Bond Fund for the 2019 Bonds

The Ordinance creates a bond fund for the deposit of revenues and disbursement of payments of debt service on the 2019 Bonds (the “Bond Fund”). In the Ordinance, the City covenants to levy and collect property taxes sufficient, together with other funds, to pay debt service on the 2019 Bonds, to deposit such revenues into the Bond Fund and to use the funds on deposit in the Bond Fund for no other purpose than for payment of principal and interest on the 2019 Bonds as they become due.

The Idaho system of ad valorem tax collection and disbursement does not require counties to segregate tax collections dedicated to pay principal and interest on bonded indebtedness of political subdivisions from the other revenues the county collects on behalf of the political subdivision. The City maintains certain policies and internal controls to ensure that monies received from the County are properly allocated to their intended purposes, and that monies received from the bond levy are promptly deposited into the Bond Fund.

The City also has policies and internal controls in place to prevent withdrawals from the Bond Fund for any purpose other than payment of principal and interest on the 2019 Bonds.

The Ordinance pledges the revenues from the bond levy and all funds on deposit in the Bond Fund for the payment of principal and interest on the 2019 Bonds.

CITY OF MOSCOW, IDAHO

General

The City, which was incorporated in 1887, is located in Latah County (the "County") in the north Idaho panhandle. The City is located adjacent to the Washington/Idaho border, 31 miles north of the City of Lewiston and 90 miles south of the City of Coeur d'Alene. The City had approximately 25,766 residents according to the 2018 Census estimate.

The area's economy is most notably impacted by government entities, primarily due to the proximity of the University of Idaho located in the City and Washington State University located in Pullman, Washington, 9 miles west of the City, trade center activities, a growing manufacturing and high-tech research sector, and agriculture.

The primary functions performed by the City include public safety, community development, public improvements, planning and zoning, and general administrative services to its residents.

Form of Government

Financial and administrative responsibility for management of the City is vested in a Council–Mayor form of government. The Mayor is elected to a four–year term. The City Council consists of six members elected by the voters of the City to serve staggered four–year terms. The City Council acts through the passage of ordinances, resolutions, and motions. Specific regulatory and ordinance powers are granted by State statute. Public hearings are held as required for matters such as land use planning and budgets.

Current members of the City Council and other officers of the City and their respective terms in office are as follows:

Name	Position	Years of Service	Term Expires
Bill Lambert	Mayor	6	2021
Art Bettge	Council Member	6	2021
Gina Taruscio	Council Member	4	2021
Jim Boland	Council Member	5	2019
Kathryn Bonzo	Council Member	4	2019
Brandy Sullivan	Council Member	2	2021
Anne Zabala	Council Member	2	2019
Gary Riedner	City Supervisor	24*	Appointed
Sarah Banks	Finance Director/Treasurer	1	Appointed
Mia Bautista	City Attorney	1	Appointed
Laurie Hopkins	City Clerk	4*	Appointed

* Indicates years of service in identified position, not total years of service with City.

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DEBT STRUCTURE OF THE CITY OF MOSCOW, IDAHO

General Obligation Legal Debt Limit and Additional Debt Incurring Capacity

Section 50–1019, Idaho Code, establishes limits on voter–approved general obligation debt for Idaho cities to an amount not to exceed 2% of the market value for assessment purposes, less the aggregate outstanding voter–approved general obligation bond indebtedness. The legal debt limit and additional debt incurring capacity of the City are based on the taxable value for 2018, and are calculated as follows:

Market Value for Assesment Purposes (December 2018)	$	1,262,500,890	
Plus: Urban Renewal Value		20,267,003	
		1,282,767,893	
General Obligation Debt Capacity:			
(2% of Market Value for Assessment Purposes)	$	25,655,358	
Less: Outstanding Debt Subject to Limit		9,640,000	(1)
Remaining Legal General Obligation Debt Capacity	$	16,015,358	

Source: Idaho Tax Commission, December 2018

(1) This 2019 Bond issue, which is preliminary, subject to change. The City has no other general obligation debt.

Property Tax Matters

Tax Levy Procedure. The City's tax levy is certified to the board of county commissioners in September and taxes are due and payable one–half on December 20th and one–half on June 20th of the following calendar year. The County Treasurer disburses tax receipts to the City approximately one month after the statutory payable dates.

Ad Valorem Tax Limitation. Idaho Code Section 63–802 provides that no taxing city may certify a budget request for an amount of ad valorem tax revenues to finance an annual budget that exceeds the greater of (i) the dollar amount of ad valorem taxes certified for its annual budget for any one of the preceding three years, increased by a growth factor of not to exceed 3 percent plus the amount of revenue that would have been generated by applying the levy of the previous year to any increase in market value subject to taxation resulting from new construction; or (ii) the dollar amount of ad valorem taxes certified for its annual budget during the last year in which a levy was made; or (iii) the dollar amount of the actual budget request, if the taxing city is newly created; or (iv) in the case of school districts, the restriction imposed in Section 33–802, Idaho Code. The statute further provides that a board of county commissioners may set a levy that exceeds the limitation above if it has been approved by a majority of the taxing city's electors voting on the question at an election called for that purpose. The State Tax Commission must receive the resolution that has been adopted formally by the taxing city requesting the estimated ad valorem tax increase resulting from the budget request as certified in dollars to the board of county commissioners or in the case of county budgets, to the State Tax Commission, in accordance with specific procedures. **The limitation on the amount of property tax revenues to finance an annual budget does not include revenue from levies that are voter approved for bonds, override levies or supplemental levies.**

Ad valorem taxes, including delinquent taxes and penalties, are collected by the Treasurer of the County and are remitted to the City during the month following collection.

Taxable Value of Property

The County assessor annually assigns "valuation of market value for assessment purposes" to all taxable real and personal property within the County. The following table shows the history of total property values for the City during the last five years.

Tax Year	Full Market Value (1)	% Annual Change in Full Market Value	Homeowner's Exemption (2)	Taxable Assessed Value (3)	% Annual Change in Taxable Assessed Value	Urban Renewal Values (4)
2018	$ 1,597,851,191	8.65%	$ 335,165,043	$ 1,262,686,148	10.15%	$ 20,267,003
2017	1,470,610,442	3.98%	324,241,370	1,146,369,072	3.24%	11,903,272
2016	1,414,345,260	3.93%	303,965,014	1,110,380,246	3.18%	9,097,017
2015	1,360,856,657	2.76%	284,668,557	1,076,188,100	1.94%	8,760,571
2014	1,324,276,663	-	268,523,590	1,055,753,073	-	29,093,696

Source: Idaho Tax Commission, September 2018 Values

(1) Each year all taxable property must be assessed at 100 percent of the current market value.
(2) See "Property Tax Exemption –Homeowner's Property Tax Exemption" herein.
(3) Taxable Assessed Value is the Full Market Value less statutory exemptions. Statutory exemptions include certain exemptions described below and property tax reductions. The "Taxable Assessed Value" is the value against which tax levies are applied.
(4) Incremental value assessed on the urban renewal areas that lie within the City. Revenues generated from the property tax associated with the City's bond levy are paid directly to the City and not subject to the tax increment provisions of the Idaho Local Economic Development Act, Idaho Code 50-2901 et. seq. Therefore, bond levy revenues generated from the urban renewal areas are a source of security for the 2019 Bonds.

Property Tax Exemptions

Homeowner's Property Tax Exemption. The homeowner's exemption provides a permanent exemption from *ad valorem* taxation for 50% of the Full Market Value of a homeowner's primary residence (including up to one acre of the land value) subject to a maximum exemption of $100,000 (the "Homeowner's Exemption").

Business Investment Property Tax Exemption: Under Idaho Code 63-602NN, local county commissioners may declare that all or a portion of the market value of the improvements of a defined project with investments that meet certain tax incentive criteria may be exempt from property tax for a specified period of time. The exemption can be up to 100% per year for up to five years for each project. The investment must be in new manufacturing facilities valued at a minimum of $500,000 and land is not eligible for the exemption. Any existing buildings are not eligible for the exemption and approval of the exemption is at the discretion of the local county commissioners.

Use of the business investment property tax exemption ("BIPT Exemption") only exempts the collection of property taxes on new business investment and does not impact the City's ability to repay the Bonds. Following the expiration of the BIPT Exemption, the value of the new investment of property will be included in the City's Taxable Assessed Value for future tax levy certifications.

Personal Property Tax Exemption: The 2019 Bonds are secured by an unlimited tax on taxable property in the City. Taxable property includes real property and personal property. Idaho currently has a $3,000 exemption on a de minimus item of taxable property and a $100,000 exemption on business personal property.

Tax Collection Record

Tax Year	Total Certified Amount Levied	Taxes Collected	Percent Collected[1]
2018	$ 5,666,358	$ 5,405,854	95.40%
2017	5,481,546	5,420,864	98.89
2016	5,381,765	5,200,887	96.64
2015	5,195,775	5,255,324	101.15
2014	4,731,795	4,674,007	98.78
2013	4,771,135	4,710,640	98.73

Source: City's Comprehensive Annual Financial Report
(1) The percentage shown reflects the cumulative collection rate.

The Largest Taxpayers of the City

Taxpayer	Type of Business	Taxable Assessed Value	% of City's Taxable Assessed Value
P.E.M. Management, LLC	Retail Facility Rentals	$ 15,586,655	1.23%
Hill Rental Properties, LLC	Multi-Family Rentals	15,491,340	1.23%
The Grove Apartments	Multi-Family Rentals	13,851,100	1.10%
Gritman Medical Park, LLC	Medical Offices	10,009,774	0.79%
Campus Moscow Property	Multi-Family Rentals	8,628,954	0.68%
Kestrel Development LLC	Multi-Family Rentals	8,606,768	0.68%
Wal-Mart Realty Co	Retail	8,300,000	0.66%
Avista Corp	Electicity Provider	7,331,844	0.58%
Blum Properties 2 LLC	Multi-Family Rentals	6,555,400	0.52%
Idaho Aprtment Rentals	Multi-Family Rentals	5,624,180	0.45%
Top Ten Taxpayers		$ 99,986,015	7.92%
All Other City Taxpayers		1,162,700,133	92.08%
Total City Taxpayers (Tax Year 2018)		$ 1,262,686,148	100.00%

Source: Individual Taxpayer Data from the City's Comprehensive Annual Financial Report

Outstanding Municipal Debt and Obligations

General Obligation Debt. The City currently has no outstanding general obligation debt.

Revenue Debt. The City has two series of sewer revenue bonds outstanding: its Sewer Revenue Refunding Bonds, Series 2011 (the "2011 Sewer Bonds") and its Sewer Revenue Refunding Bonds, Series 2017 (the "2017 Sewer Bonds"), both of which are secured solely by revenues of the City's sewer system. The 2011 Sewer Bonds and 2017 Sewer Bonds were outstanding in the amount of $3,225,000 and $3,530,000 at the end of Fiscal Year 2018, respectively.

Interim Financing. In 2014, the City entered into a loan agreement with the Idaho Department of Environmental Quality ("DEQ") for the purpose of financing construction of drinking water treatment facilities (the "Water Project") in the amount of up to $4,300,000 (the "Loan"). The Water Project is still in the construction phase, but is expected to be complete in Fiscal Year 2020, at which time the City will issue a bond to DEQ for long-term financing of the total amount of the Loan to be repaid over a period of 20 years at an interest rate of 2.25% (the "DEQ Bond"). At the time the Loan is converted to the DEQ Bond, the City will recognize the long-term debt on its financial statements. See "APPENDIX A—FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION OF CITY OF MOSCOW, IDAHO FOR FISCAL YEAR 2018–Note 3D".

Annual Appropriation Obligation. The City entered into a joint powers agreement, whereby the City and the City of Pullman, Washington, agree to jointly operate the Pullman-Moscow Regional Airport (the "Airport Agreement"). In 2015, to provide a portion of the funding necessary for certain improvements required by the Federal Aviation Agency, the City approved Resolution No. 2015-13 and Resolution 2015-17, which resolved the City would annually budget and appropriate funds in an amount not to exceed $2,500,000 over a period not to exceed ten years. As of Fiscal Year 2019, the City has appropriated funds in the amount of $_______________.

Direct and Overlapping Debt of the City

The estimated portion of general obligation debt of taxing jurisdictions that overlap the City is called "overlapping debt." As of September 30, 2018 the portion of overlapping debt allocated to the City's property owners includes the Moscow School City No. 281, which overlaps the City 79% (in terms of taxable market value) and has approximately $8,505,000 of outstanding general obligation debt of which approximately $6,718,950 is considered overlapping the City.

Future Issuance of Debt

Other than the issuance of the 2019 Bonds (and any refunding opportunities); the City does not anticipate the issuance of any other general obligation debt within the next three years.

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Debt Ratios

The following table presents information regarding the City's direct debt, including the effects of the Bonds, and the overlapping debt.

Full Market Value plus urban renewal area value (Dec. 2018)		1,617,932,936
Estimated Population(1)		25,146
Debt Information(2)		
Net Direct Debt (Includes 2019 Bonds)	$	9,640,000
Estimated Net Overlapping Debt		6,718,950
Total Net Direct and Overlapping Debt	$	16,358,950
Bonded Debt Ratios to Full Market Value		
Net Direct Debt		0.60%
Net Direct and Overlapping Debt		1.01%
Per Capita Full Market Value		64,342
Bonded Debt Ratios		
Per Capita Net Direct Debt	$	383
Per Capita total Net Direct and Net Overlapping Debt	$	651

Source: Idaho Tax Commission, December 2018

(1) Estimated population within the City is sourced from U.S. Census Bureau.

(2) Includes all property supported bonds. Self-supporting bonds, such as revenue bonds and capital leases, are excluded.

No Defaulted Obligations

The City has never failed to pay principal of and interest on any of its financial obligations when due.

FINANCIAL INFORMATION REGARDING THE CITY OF MOSCOW, IDAHO

Fund Structure; Accounting Basis

The government–wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources management focus and modified accrual basis of accounting. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual (when they become both measurable and available). "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. The City considers property taxes available if they are collected within 30 days after year end. A 90 day availability period is used for revenue recognition for all other governmental fund revenues. Expenditures are recorded when the related fund liability is incurred. Principal and interest on general long-term debt are recorded as fund liabilities when due.

Property taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

Budget and Budgetary Process

As required by Idaho Code Section 50–1002, the City Council shall, prior to passing the annual appropriation ordinance, prepare a budget estimating the revenues and expenditures for the ensuing fiscal year. After proper publication, a public hearing is held for any interested person to appear and show cause why such proposed budget should or should not be adopted.

City Council may amend the budget during the fiscal year by following the same procedure as used in adopting the original appropriation ordinance. However, in order to amend the budget to a greater amount than originally adopted, additional revenue must accrue to the City equal to the proposed expenditures.

Sources of General Fund Revenues

Set forth below are brief descriptions of the various sources of revenues available to the City's general fund. The percentage of total general fund revenues represented by each source is based on the City's Fiscal Year 2018 period.

Property Taxes—Approximately 47% (or $5,588,769) of general fund revenues are from property taxes, including interest on delinquent taxes.

Sales, Franchise & Alcoholic Beverage Taxes—Approximately 21% (or $2,478,931) of general fund revenues are from local option taxes.

Charges for Services—Approximately 12% (or $1,477,898) of general fund revenues are from charges for services.

Intergovernmental Revenue—Approximately 9% (or $1,145,191) of general fund revenues are from State shared revenues.

Licenses and Permits—Approximately 7% (or $810,574) of general fund revenues are from licenses and permits.

Other sources—Approximately 5% (or $389,497) of general fund revenues are collected from fines, reimbursements, investment earning, donations and miscellaneous revenue sources.

Financial Summaries

The summaries contained herein were extracted from the City's audited financial reports. The summaries themselves have not been audited. The administration of the City prepared a narrative discussion, overview, and analysis of the financial activities of the City for Fiscal Year 2018. See "APPENDIX A—FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION OF CITY OF MOSCOW, IDAHO FOR FISCAL YEAR 2018–Management's Discussion and Analysis."

Summaries of the City's Net Position and Changes in Net Position follow.

Statement of Net Position
(Fiscal Years)

	2018	2017	2016	2015	2014
Functions/Programs					
Primary Government					
Governmental activities					
General government	($2,616,031)	($2,615,082)	($2,703,091)	($2,886,773)	($2,489,420)
Public safety	(5,370,477)	(5,622,958)	(5,285,724)	(5,052,068)	(5,125,325)
Highways and streets	(1,225,653)	(491,283)	730,570	(896,930)	(990,959)
Culture and recreation	(2,501,789)	(2,477,110)	(2,494,638)	(2,675,027)	(3,434,955)
Interest on long-term debt	15,016	(2,767)	(9,367)	(15,667)	(21,818)
PERSI retirement actuarial changes	—	—	—	345,285	—
Total governmental activities	($11,698,934)	($11,209,200)	($9,762,250)	($11,181,180)	($12,062,477)
Business-type Activities					
Water	3,411,255	2,764,165	2,736,155	2,342,163	2,050,071
Sewer	4,225,339	3,667,208	3,113,400	2,681,698	2,000,649
Sanitation	1,690,267	1,655,303	1,156,836	1,285,562	1,248,352
Total business-type activities	9,326,861	8,086,676	7,006,391	6,309,423	5,299,072
Total primary government	$ (2,372,073)	$ (3,122,524)	$ (2,755,859)	$ (4,871,757)	$ (6,763,405)
General revenues:					
Property taxes	5,764,448	5,591,688	5,482,880	5,284,721	4,761,924
Sales taxes	638,480	584,051	544,653	500,820	457,009
Franchise taxes	1,262,269	1,251,646	1,219,095	1,280,494	1,266,728
Road and bridge taxes	720,706	694,538	662,056	660,172	664,933
Alcoholic beverage taxes	578,182	581,702	574,509	534,229	538,509
State revenue sharing-unrestricted	1,039,711	985,311	951,454	920,257	880,409
Unrestricted investment earnings (losses)	813,990	331,173	210,317	181,618	(152,514)
Gain on sale of capital assets	29,971	16,271	90,515	28,708	14,891
Transfers	—	—	—	—	—
	$ 10,847,757	$ 10,036,380	$ 9,735,479	$ 9,391,019	$ 8,431,889
Change in net position	$ 8,475,684	$ 6,913,856	$ 6,979,620	$ 4,519,262	$ 1,668,484
Net position - beginning	$ 111,733,336	$ 104,819,480	$ 97,839,860	$ 98,172,499	$ 96,504,015
Prior period adjustment	—	—	—	(4,851,901)	—
Net position - ending	$120,209,020	$111,733,336	$104,819,480	$97,839,860	$98,172,499

Changes in Net Position
(Fiscal Years)

	2018	2017	2016	2015	2014
Functions/Programs					
Primary Government					
Governmental activities					
General government	($2,616,031)	($2,615,082)	($2,703,091)	($2,886,773)	($2,489,420)
Public safety	(5,370,477)	(5,622,958)	(5,285,724)	(5,052,068)	(5,125,325)
Highways and streets	(1,225,653)	(491,283)	730,570	(896,930)	(990,959)
Culture and recreation	(2,501,789)	(2,477,110)	(2,494,638)	(2,675,027)	(3,434,955)
Interest on long-term debt	15,016	(2,767)	(9,367)	(15,667)	(21,818)
PERSI retirement actuarial changes	—	—	—	345,285	—
Total governmental activities	($11,698,934)	($11,209,200)	($9,762,250)	($11,181,180)	($12,062,477)
Business-type Activities					
Water	3,411,255	2,764,165	2,736,155	2,342,163	2,050,071
Sewer	4,225,339	3,667,208	3,113,400	2,681,698	2,000,649
Sanitation	1,690,267	1,655,303	1,156,836	1,285,562	1,248,352
Total business-type activities	9,326,861	8,086,676	7,006,391	6,309,423	5,299,072
Total primary government	(2,372,073)	(3,122,524)	(2,755,859)	(4,871,757)	(6,763,405)
Component Units:					
Urban Renewal Agency	0	0	0	0	0
Total component units	0	0	0	0	0
General revenues:					
Property taxes	5,764,448	5,591,688	5,482,880	5,284,721	4,761,924
Sales taxes	638,480	584,051	544,653	500,820	457,009
Franchise taxes	1,262,269	1,251,646	1,219,095	1,280,494	1,266,728
Road and bridge taxes	720,706	694,538	662,056	660,172	664,933
Alcoholic beverage taxes	578,182	581,702	574,509	534,229	538,509
State revenue sharing-unrestricted	1,039,711	985,311	951,454	920,257	880,409
Unrestricted investment earnings (losses)	813,990	331,173	210,317	181,618	(152,514)
Gain on sale of capital assets	29,971	16,271	90,515	28,708	14,891
Transfers	0	0	0	0	
	10,847,757	10,036,380	9,735,479	9,391,019	8,431,889
Change in net position	8,475,684	6,913,856	6,979,620	4,519,262	1,668,484
Net position - beginning	111,733,336	104,819,480	97,839,860	98,172,499	96,504,015
Prior period adjustment	—	—	—	(4,851,901)	—
Net position - ending	$120,209,020	$111,733,336	$104,819,480	$97,839,860	$98,172,499

A five-year summary of the City's General Fund Balance Sheet and Statement of Revenues, Expenditures and Changes in Fund Balance follows. General Fund statements are prepared in accordance with GAAP.

General Fund Balance Sheet
(Fiscal Years)

	2018	2017	2016	2015	2014
Assets					
Cash	$ 443,771	$ —	$ —	$ 234,872	$ —
Investments	4,861,134	5,111,780	5,002,526	4,979,450	4,691,699
Receivables	930,240	930,961	824,812	791,029	777,460
Total Assets	$6,235,145	$6,042,741	$5,827,338	$6,005,351	$5,625,657
Liabilities					
Checks in excess of deposits	$ —	$ 197,025	$ 146,582	$ —	—
Accounts payable	68,109	116,876	194,112	128,303	95,871
Accrued salaries & benefits	145,577	147,372	95,417	324,828	308,000
Deposits payable	5,260	5,260	—	—	—
Other accruals	621	—	—	—	—
Interfund payable	500,000	332,058	164,052	—	—
Total Liabilities	$ 719,567	$ 798,588	$ 600,163	$ 453,131	$ 403,871
Deferred Inflows of Resources					
Total unavailable revenue-property taxes	$ 82,880	$ 83,309	$ 75,713	$ 67,013	$ 109,860
Fund Balances					
Committed for:					
Working capital	$ 3,989,260	$ 3,808,570	$ 3,666,860	$ 3,658,955	3,375,632
Drug enforcement	71,523	77,976	77,277	61,242	61,910
Assigned for:					
Compensated absences	511,893	517,931	503,370	458,814	466,137
VEBA proceeds	36,050	41,953	41,953	28,250	24,500
Unassigned, reported in:					
General fund	823,972	714,414	862,002	1,277,946	1,183,746
Total Fund Balances	$ 5,432,698	$ 5,160,844	$ 5,151,462	$ 5,485,207	$ 5,111,925
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$ 6,235,145	$ 6,042,741	$ 5,827,338	$ 6,005,351	$ 5,625,657

General Fund Statement of Revenues, Expenditures, and Changes in Fund Balance
(Fiscal Years)

	2018	2017	2016	2015	2014
Revenues					
Taxes					
Property	$ 5,588,769	$ 5,351,396	$ 5,239,422	$ 5,113,964	$ 4,557,446
Sales	638,480	584,051	544,653	500,820	457,009
Franchise	1,262,269	1,251,646	1,219,095	1,280,494	1,266,728
Alcoholic beverage	578,182	581,702	574,509	534,229	538,509
Licenses and permits	810,574	866,070	618,354	537,957	647,432
Intergovernmental	1,145,191	1,131,308	1,143,082	1,226,086	1,253,673
Charges for services	1,477,898	1,433,123	1,387,008	1,314,647	1,269,234
Fines	123,292	131,705	161,804	163,279	148,082
Investment earnings (losses)	93,035	21,718	—	10,569	—
Contributions and donations	8,150	12,820	12,983	16,295	12,353
Refunds and reimbursements	103,412	4,877	374,663	99,999	15,188
Other	61,608	73,174	72,762	112,896	100,256
Total revenues	$ 11,890,860	$ 11,443,590	$11,348,335	$10,911,235	$ 10,265,910
Expenditures					
Current					
General government	$ 4,496,026	$ 4,268,491	$ 4,252,036	$ 4,148,325	$ 3,590,463
Public safety	6,878,441	6,980,553	6,635,677	6,362,551	6,451,874
Capital outlay	368,180	5,889	160,505	55,103	83,967
Total expenditures	$ 11,742,647	$ 11,254,933	$11,048,218	$10,565,979	$ 10,126,304
Excess (Deficiency) of Revenues Over Expenditures	$ 148,213	$ 188,657	$ 300,117	$ 345,256	$ 139,606
Other Financing Sources (Uses)					
Transfers in	$ 3,235,472	$ 3,027,494	$ 2,825,561	$ 2,676,805	$ 2,554,170
Transfers out	(3,111,831)	(3,206,769)	(3,459,423)	(2,648,779)	(2,095,114)
Total other financing sources (uses)	$ 123,641	$ 179,275	$ 633,862	$ 28,026	$ 459,056
Net Change in Fund Balance	$ 271,854	$ 9,382	$ 333,745	$ 373,282	$ 598,662
Fund Balances at Beginning of Year	$ 5,160,844	$ 5,151,462	$ 5,485,207	$ 5,111,925	$ 4,513,263
Fund Balances at End of Year	$ 5,432,698	$ 5,160,844	$ 5,151,462	$ 5,485,207	$ 5,111,925

Employee Workforce; Pension System; No Post–Employment Benefits

Employee Workforce. The City employs approximately 157 full–time equivalent employees. For a detailed discussion of the City Government Employees by Function/Program, see APPENDIX A—FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION OF CITY OF MOSCOW, IDAHO FOR FISCAL YEAR 2018.

Pension System. The City is a member of the Idaho State Public Employees' Retirement System ("PERSI"). Participation in PERSI is mandatory for eligible State and school City employees and is available to other public employers (*e.g.*, political subdivisions) and their employees on a contractual basis. As of June 30, 2018, PERSI had 71,112 active members, 37,588 inactive members (of whom 13,133 are entitled to vested benefits), and 46,907 retired members or annuitants. In addition, as of June 30, 2018, there were 797 participating employers in the PERSI Base Plan (defined below) and total membership in PERSI was 155,607. PERSI collects contributions from employees and employers to fund retirement, disability, death, and separation benefits, as provided by Idaho Code.

PERSI is the administrator of seven fiduciary funds, including three defined benefit retirement plans, the Public Employee Retirement Fund Base Plan ("PERSI Base Plan"), the Firefighters' Retirement Fund ("FRF"), and the Judges' Retirement Fund ("JRF"); two defined contribution plans, the Public Employee Retirement Fund Choice Plans 401(k) and 414(k) ("PERSI Choice Plans"); and two Sick Leave Insurance Reserve Trust Funds, one for State employers and one for school City employers.

PERSI is governed by a board (the "Retirement Board") consisting of five members, each appointed by the Governor to fill a five-year term. PERSI staff oversees the investment of trust corpus and new contributions with professional investment managers and funding agents. The Retirement Board maintains fiduciary responsibility for investment policy, asset allocation, and the selection of individual investment managers. The Retirement Board manages PERSI; its tasks include selecting the funding agents, establishing funding policy, and setting contribution rates.

The net position for all pension and other funds administered by PERSI increased $1.2 billion during Fiscal Year 2018 and increased $1.62 billion during Fiscal Year 2017. The increase in the defined benefit plans reflects the total of contributions received and an investment return less benefits paid and administrative expenses. All of the plans experienced investment gains in Fiscal Year 2018 as a result of positive market performance. Net investment income for all of the funds administered by PERSI for the Fiscal Years ended June 30, 2018 and 2017 was $1.4 billion and $1.9 billion respectively.

Based on the July 1, 2018 actuarial valuation, PERSI's actuarial gain is $186.5 million resulting in a change in funding status from a 89.6% funding ratio on July 1, 2017 to 91.2% on June 30, 2018. The funding ratio is the ratio of the actuarial value of the assets over the value of the actuarial accrued liability. Below is a table that details the analysis of actuarial gains and losses:

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Analysis of Actuarial Gains or Losses

	Gain (Loss) for Period (in mil)		
	2015-2016	2016-2017	2017-2018
Investment Income			
Investment Income was greater (less) than expected.	$ (742.9)	$ 772.1	$ 237.2
Pay Increases			
Pay increases were less (greater) than expected.	165.5	(198.0)	113.5
Membership Growth & Return to Employment			
(Additional) liability for new members.	(24.9)	(29.1)	(33.2)
Death After Retirement			
Retirees died younger (lived longer) than expected.	11.8	17.6	37.6
Cost of Living Adjustment (COLA)			
Different Automatic COLA than expected.	N/A	N/A	N/A
Other			
Miscellaneous gains (and losses) resulting from other causes.[1]	(44.0)	(68.3)	(73.3)
Total Gain (Loss) During the Period From Actuarial Experience	$ (634.5)	$ 494.3	$ 281.8
Contribution Income			
Actual contributions were greater (less) than the normal cost and interest on the Unfunded Actuarial Accrued Liability.	0.3	(42.5)	(10.1)
Non-Recurring Items			
Changes in actuarial assumptions caused a gain (loss).[2]	(13.2)	None	None
Changes in actuarial methods caused a gain (loss).	None	None	None
Changes in plan provisions caused a gain (loss).[3]	(68.5)	(9.0)	(85.6)
Changes to Contribution Rate Increase Schedule.	None	(3.3)	0.4
Composite Gain (Loss) During the Period	$ (715.9)	$ 439.5	$ 186.5

Source: Public Employee Retirement System of Idaho, 2018 Comprehensive Annual Financial Report, Milliman Actuarial Section, Exhibit 6.

Note: Effects related to losses are shown in parentheses. Numerical results are expressed as a decrease (increase) in the actuarial accrued liability.

(1) Reflects losses on active and inactive member experience.

(2) For 2015-2016, this reflects changes made to the demographic assumptions adopted according to the 2016 Experience Study.

(3) For 2015-2016, this reflects the 0.80% COLA, effective March 1, 2016. For 2016-2017, this reflects the 0.10% discretionary COLA, effective March 1, 2017. For 2017-2018, this reflects the 0.90 retroactive COLA, effective March 1, 2018.

Annual actuarial valuations for PERSI are provided by the private actuarial firm of Milliman, which has provided the actuarial valuations for PERSI since PERSI's inception. As a result of the statutory requirement that the amortization period for the unfunded actuarial liability be 25 years or less, the PERSI Board, at its October 18, 2016 meeting, approved a total contribution rate increase of 1% scheduled to take effect July 1, 2018. During its October 2017 meeting, the PERSI Board voted to delay implementation of the 1.0% contribution rate increase for one year, making the new effective date July 1,

2019. During its October 2018 meeting, the PERSI Board voted to implement the 1.0% contribution rate increase effective July 1, 2019. The current contribution rates and the contribution rate effective as of July 1, 2019 are as follows:

Contribution Rates

	Current Rates (as of 7/1/18)	Future Rates (effective 7/1/19)
Fire and Police Members		
Employer Rate	11.66%	12.28%
Member Rate	8.36%	8.81%
Total Rate	20.02%	21.09%
General and Teacher Members		
Employer Rate	11.32%	11.94%
Member Rate	6.79%	7.16%
Total Rate	18.11%	19.10%

Source: Public Employee Retirement System of Idaho.

The most recent major experience study, completed in June 2018, covered the period July 1, 2011 through June 30, 2017. The next major PERSI experience study, to be completed in 2022, will cover the period of July 1, 2017 through June 30, 2021.

The City is required to record a liability and expense equal to its proportionate share of the collective net pension liability and expense of PERSI. The City recorded a net pension liability as of September 30, 2018 of $4,248,000.

PERSI issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained at www.persi.idaho.gov (which website is provided purely for convenience and is not incorporated or made a part of this Official Statement by this reference).

No Post–Employment Benefits. As of the date of this OFFICIAL STATEMENT, the City does not have any other post–employment benefits.

Risk Management and Cybersecurity

The City manages its risks through the purchase of a general insurance coverage policy for public entities through the Idaho Counties Risk Management Program (ICRMP), a program that is the primary source of property and casualty loss protection for Idaho local governments including counties, cities, and special purpose districts. As of the date of this OFFICIAL STATEMENT, all policies are current and in force. The City believes its risk management policies and coverages are normal and within acceptable coverage limits for the type of services the City provides. See "APPENDIX A—FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION OF CITY OF MOSCOW, IDAHO FOR FISCAL YEAR 2018–Notes to the Financial Statements–Note 4A. RISK MANAGEMENT".

Additionally, since July 1, 2015, the City has maintained cyber liability insurance and has implemented policy measures to help offset any financial risks that may result from a cybersecurity breach. As with all risks to which the City is exposed, loss or breach can result in legal and/or regulatory claims. The City's comprehensive insurance policies are in place to protect the City in those circumstances. For further information on the City's insurance policies. See "APPENDIX A—FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION OF CITY OF MOSCOW, IDAHO FOR FISCAL YEAR 2018".

Investment of Funds

The City has a formal investment policy, approved on January 19, 2010, as Resolution No. 2010-02. Additionally, the City's investment policy is governed by Idaho Code, Chapter 12 of Title 67, which provides authorization for the investment of funds as well as specific direction as to what constitutes an allowable investment. City procedures are consistent with the Idaho Code. Idaho Code limits investments to the following general types: (i) certain revenue bonds, general obligation bonds, local improvement City bonds and registered warrants of State and local governmental entities; (ii) time deposits accounts and tax anticipation and interest–bearing notes; (iii) bonds, treasury bills, debentures or other similar obligations issued or guaranteed by agencies or instrumentalities of the government of the State of Idaho or the United States; and (iv) repurchase agreements.

Local governments, including the City, are also authorized to invest in the Local Government Investment Pool ("LGIP"), which is managed by the Idaho State Treasurer's Office. Information on the LGIP investments is available from the Idaho State Treasurer. The City does invest in the LGIP.

Investments are stated at cost, except for investments in the deferred compensation agency fund, which are reported at market value. Interest income on such investments is recorded as earned in the General Fund of the City unless otherwise specified by law. For additional detail regarding the City's investment policy, see also "APPENDIX A—FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION OF CITY OF MOSCOW, IDAHO FOR FISCAL YEAR 2018–Note 3A.- DETAILED NOTES ON ALL FUNDS-Deposits and Investments".

DEMOGRAPHIC INFORMATION

The City encompasses a land area of approximately 6.92 square miles and is the county seat and largest city in the County and 13th largest in the State. The City is home to the University of Idaho, the State's land grant institution and primary research university.

Population

Historical populations for the City, County and State follow:

Year	City of Moscow	Latah County	State of Idaho
2018(1)	25,766	40,134	1,754,208
2010	23,800	37,244	1,567,582
2000	21,291	34,935	1,293,953
1990	18,398	30,617	1,006,749
1980	16,513	28,749	943,935

Source: U.S. Census Bureau
(1) U.S. Census Bureau Estimate July 1, 2018

Economic Indicators of the County

Historic Personal and Per Capita Income is as follows:

Idaho and City of Moscow
Total Personal and Per Capita Income

	City of Moscow(1)		State of Idaho(2)	
Year	Personal Income (in millions)	Per Capita Income	Personal Income (in millions)	Per Capita Income
2017	$95,915	$37,878	$71,813	$41,826
2016	86,537	34,532	68,055	40,508
2015	83,334	33,855	65,611	39,780
2014	82,907	33,391	61,616	37,792
2013	76,621	31,456	58,236	36,167

Source: (1) City's 2018 Comprehensive Annual Financial Report
(2) Bureau of Economic Analysis, as of May 31, 2019.

Largest Employers

The following is a list of the largest employers in the County:

Employer	Number of Employees
University of Idaho	4,740
Gritman Medical Center	440
Moscow School District	330
City of Moscow	220
Wal-Mart	200
Latah County	150
Economic Modeling Specialists Inc.	130
Moscow Food Coop	120
Good Smaritan Village	110
Northwest River Supplies	100

Source: City's 2018 Comprehensive Annual Financial Report, Regional Economist Communications & Research

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Labor Market Data of the County and Employment by Industry

Latah County			
	Annual Average		
	2018	2017	2016
Civilian Labor Force	20,266	20,140	19,859
Unemployed	498	534	627
Total Employment	19,769	19,606	19,232
Percent of Labor Force Unemployed	2.50%	2.60%	3.20%

	Annual Average	
By Place of Work	2017	2016
Nonfarm Payroll Jobs	13,357	13,222
Mining and Logging	14	14
Construction	419	408
Manufacturing	362	355
Trade, Transportation, and Utilities	2,273	2,328
Information	112	107
Financial Activities	370	371
Professionals and Business Services	881	877
Education and Health Services	1,718	1,670
Leisure and Hospitality	1,949	1,921
Other Services	294	280
Government, All	4,979	4,905

Source: City's 2018 Comprehensive Annual Financial Report

INFORMATION REPORTING AGREEMENT

Disclosure Undertaking

The City will enter into an Information Reporting Agreement (the "Disclosure Undertaking") for the benefit of the Owners of the 2019 Bonds to send certain information annually and to provide notice of certain events to the Municipal Securities Rule-making Board ("MSRB") through its Electronic Municipal Market Access ("EMMA") pursuant to the requirements of paragraph (b)(5) of Rule 15c2–12 (the "Rule") adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. No person, other than the City, has undertaken, or is otherwise expected, to provide continuing disclosure with respect to the 2019 Bonds. The information to be provided on an annual basis, the events which will be noticed on an occurrence basis and other terms of the Disclosure Undertaking, including termination, amendment and remedies, are set forth in the proposed form of Disclosure Undertaking in "APPENDIX C—PROPOSED FORM OF INFORMATION REPORTING AGREEMENT."

The Disclosure Undertaking requires the City to submit its annual financial report (Fiscal Year Ending September 30) and other operating and financial information on or before March 29 (180 days from the end of the Fiscal Year). The City will submit the Fiscal Year 2019 financial report and other operating and financial information for the 2019 Bonds on or before March 29, 2020, and annually thereafter on or before each March 29.

The City is required to file annually audited financial statements and certain annual operating data as defined by the City's prior undertakings and pursuant to the Rule. Except as described hereunder, the City has not failed in the past five years to perform any obligation with respect to any existing undertaking to provide continuing disclosure.

In connection with the financing of the 2019 Bonds, the City discovered that it failed to file certain required annual operating data with respect to certain outstanding issues. On __________, 2019, the City filed a Notice of Late Filing and in the days prior thereto, all appropriate information was filed and properly linked to all CUSIPs. The City has addressed this issue and implemented internal safeguards to better ensure that all required annual operating data moving forward be filed in accordance with the Rule and the undertakings.

A failure by the City to comply with the Disclosure Undertaking will not constitute a default under the Bond Ordinance and the Beneficial Owners of the 2019 Bonds are limited to the remedies described in the Disclosure Undertaking. A failure by the City to comply with the annual disclosure requirements of the Disclosure Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the 2019 Bonds in the secondary market. Consequently, such a failure may adversely affect the marketability and liquidity of the 2019 Bonds and their market price.

LEGAL MATTERS

Absence of Litigation Concerning the 2019 Bonds

The City Attorney has officially advised that, to her knowledge, there is no pending or threatened litigation that would legally stop, enjoin, or prohibit the issuance, sale or delivery of the 2019 Bonds or the levy or collection of taxes for the payment of the 2019 Bonds.

Opinions of Bond and Disclosure Counsel

Legal matters incident to the authorization, issuance and sale of the 2019 Bonds by the City are subject to the approving legal opinion of Bond Counsel, substantially in the form attached hereto as Appendix B. Certain matters will be passed upon for the City by Hawley Troxell Ennis & Hawley LLP, in its role as disclosure counsel.

Tax–Exemption

In the opinion of Hawley Troxell Ennis & Hawley LLP, assuming continuous compliance with certain covenants described below, interest on the 2019 Bonds is excluded from gross income pursuant to Section 103 of the Tax Code, as amended to the date of delivery of the 2019 Bonds, and is excluded from all State of Idaho income taxes under present State income tax laws, and interest on the 2019 Bonds is excluded from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code.

The Tax Code imposes several requirements that must be met with respect to the 2019 Bonds in order for the interest thereon to be excluded from gross income and alternative minimum taxable income. Certain of these requirements must be met on a continuous basis throughout the term of the 2019 Bonds. These requirements include: (a) limitations as to the use of proceeds of the Bonds, and (b) limitations on the extent to which the proceeds of the 2019 Bonds may be invested in higher yielding investments. The City will covenant that they will take all steps to comply with the requirements of the Code to the extent necessary to maintain the exclusion of interest on the 2019 Bonds from gross income and alternative minimum taxable income under present federal income tax laws. Bond Counsel's opinion as to the exclusion of interest on the 2019 Bonds from gross income and alternative minimum taxable income is rendered in reliance on these covenants, and assumes continuous compliance therewith. The failure or inability of the City to comply with these requirements could cause the interest on the 2019 Bonds to be included in gross income, alternative minimum taxable income or both from the date of issuance.

The Code contains numerous provisions that may affect an investor's decision to purchase the 2019 Bonds. Beneficial Owners should be aware that the ownership of tax exempt obligations by particular persons and entities, including, without limitation, financial institutions, insurance companies, recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, foreign corporations doing business in the United States and certain "Subchapter S" corporations, may result in adverse federal tax consequences. Bond Counsel's opinion relates only to the exclusion of interest on the Bonds from gross income and alternative minimum taxable income as described above and will state that no opinion is expressed regarding other federal tax consequences arising from the receipt or accrual of interest on ownership of the 2019 Bonds. Beneficial Owners should consult their own tax advisors as to the applicability of these consequences.

The City intends to designate the 2019 Bonds as "qualified tax-exempt obligations" pursuant to the small issuer exception provided by Section 265(b)(3)(B) of the Code, which affords banks and thrift institutions purchasing the 2019 Bonds, more favorable treatment of their deduction for interest expense than would otherwise be allowed under Section 265(b)(2) of the Code for taxable years of such financial institutions ending after December 31, 1986.

Amendments to the federal tax laws could be proposed or enacted in the future, and there can be no assurance that any such future amendments which may be made to the federal tax laws will not adversely affect the value of the Bonds, the exclusion of interest on the Bonds from gross income or alternative minimum taxable income or both from the date of issuance of the Bonds or any other date, or result in other adverse federal tax consequences.

[Premium Bonds

The initial public offering price of certain maturities of the 2019 Bonds (the "Premium Bonds"), as shown on the inside front cover, are issued at original offering prices more than their original principal amount. The difference between the amount of the Premium Bonds at the original offering price and the principal amount payable at maturity represents "bond premium" under the Code. As a result of requirements of the Code relating to the amortization of bond premium, under certain circumstances an initial owner of a Bond may realize a taxable gain upon disposition of such a bond, even though such bond is sold or redeemed for an amount equal to the original owner's cost of acquiring such bond. All owners of 2019 Bonds are advised that they should consult with their own tax advisors with respect to the tax consequences of owning and disposing of 2019 Bonds, whether the disposition is pursuant to a sale of the 2019 Bonds or other transfer, or redemption.]

[Original Issue Discount

The initial public offering price of certain maturities of the 2019 Bonds (the "Discount Bonds"), as shown on the inside cover page hereof, is less than the amount payable on such 2019 Bonds at maturity. The difference between the amount of the Discount Bonds payable at maturity and the initial public offering price of the Discount Bonds will be treated as "original issue discount" for federal income tax purposes. The original issue discount on the Discount Bonds is treated as accruing over the respective terms of such Discount Bonds on the basis of a constant interest rate compounded at the end of each six–month period (or shorter period from the date of original issue) ending on February 15 and August 15 with straight line interpolation between compounding dates. In the case of a purchaser who acquires the Discount Bonds in this offering, the amount of original issue discount accruing each period (calculated as described in the preceding sentence) constitutes interest which is excluded from gross income, alternative minimum taxable income and Idaho taxable income under the conditions and subject to the exceptions described in the preceding paragraphs and will be added to the owner's basis in the Discount Bonds. Such adjusted basis will be used to determine taxable gain or loss upon disposition of the Discount Bonds (including sale or payment at maturity).

Beneficial Owners who purchase Discount Bonds in the initial offering at a price other than the original offering price shown on the inside cover page hereof and owners who purchase Discount Bonds after the initial offering should consult their own tax advisors with respect to the tax consequences of the ownership of the Discount Bonds. Beneficial Owners who are subject to state or local income taxation (other than Idaho state income taxation) should consult their tax advisor with respect to the state and local income tax consequences of ownership of the Discount Bonds. It is possible that, under the applicable provisions governing determination of state and local taxes, accrued original issue discount on the Discount Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.]

Laws Relating to Municipal Reorganization

Idaho Code Section 67-3903 permits cities, as taxing districts of the State of Idaho, to file a petition for federal bankruptcy relief, in accordance with Title IX of the United States Bankruptcy Code (the "Bankruptcy Code"). Prior to filing such petition, the taxing district is required to adopt a resolution authorizing the filing. The statute authorizes the taxing district to take any of the following actions to consummate a plan of readjustment pursuant to its bankruptcy proceedings, including cancellation and remission of moneys payable under bonds, warrants or other obligations issued by the district; issuance of refunding bonds on certain conditions, adoption of necessary ordinances, assessment, levy and collection of taxes to enforce collections necessary pursuant to the plan of readjustment, cancellation and reduction of taxes or special assessments for bonds refunded under the plan as a result of reduction in debt service accomplished by such refunding and to take any other actions necessary for accomplishment of the plan. Prior to refunding bonds or levying any taxes or special assessments, the taxing district is required to provide notice and hold a hearing prior to the adoption of the plan for readjustment requiring such actions.

Tax Legislative Changes

Current law may change so as to directly or indirectly reduce or eliminate the benefit of the exclusion of interest on the 2019 Bonds from the gross income for federal income tax purposes. Any proposed legislation, whether or not enacted, could also affect the value and liquidity of the 2019 Bonds. Prospective purchasers of the 2019 Bonds should consult with their own tax advisors with respect to the effects of any proposed or future legislation.

Legislative Referrals

Referrals are proposed laws that originate from the State Legislature to be voted on by the people. In Idaho, both houses of the State Legislature must vote and must pass by two–thirds of its members to refer a statute or constitutional amendment for a popular vote. Such referrals cannot be vetoed by the governor.

According to the Elections Division of the Idaho Secretary of State, there are no current proposed Legislative referrals.

The Initiative Process

Article I, Section 3 of the Idaho Constitution provides that the people of the State have reserved to themselves the power of initiative and referendum, pursuant to which measures to enact or repeal laws can be placed on the statewide general election ballot in even-numbered years for consideration by the voters. The initiative and referendum powers relate only to laws; the Idaho Supreme Court has ruled that the Idaho Constitution cannot be amended by initiative or referendum.

In 1997, the Idaho Legislature enacted significant procedural pre-requisites including signature distribution requirements, to qualify an initiative or referendum measure for submittal to the electors. Any person may file a proposed measure with the signatures of 20 qualified electors of the State with the Idaho Secretary of State's office. The Idaho Attorney General is required by law to review and make recommendations (if any) on the petition to the petitioner before issuing a certificate of review to the Secretary of State. The petitioner then, within 15 working days, files the measure with the Secretary of State for assignment of a ballot title and submittal to the Attorney General. The Attorney General, within 10 working days thereafter, shall provide a ballot title for the measure. Any elector that submitted written comments who is dissatisfied with the ballot title certified by the Attorney General may petition the Idaho Supreme Court seeking a revision of the certified ballot title.

Once the ballot title has been certified and the form of the petition has been approved by the Secretary of State, the proponents of the measure will print the petition and, during an 18 month circulation period or until April 30 in an election year, whichever occurs first, may start gathering the petition signatures necessary to place the proposed measure on the ballot.

To be placed on a general election ballot, not less than four months prior to the election, the proponents must submit to the Secretary of State petitions signed by no less than 6% of the qualified electors in at least a majority of the State's 35 legislative districts and the total number of signatures gathered must exceed 6% of the state-wide qualified electors. The numbers of qualified electors is measured as of the immediately preceding general election of the State.

Proponents of measures are permitted to compensate persons obtaining signatures for the petition, but in such instances the petition must contain a notice of such payment to the elector whose signature is being sought.

Historical Initiative Petitions

According to the Elections Division of the Idaho Secretary of State, there were two initiative petitions and three referendums that qualified for the ballot between 2006 and 2016. In 2018, two initiatives qualified for the November 6, 2018 state-wide election. An initiative related to Medicaid expansion was approved by the voters and an initiative related to horse racing was not approved. The City does not believe that the Medicaid expansion initiative will affect the finances of the City or the ability of the City to levy and collect property taxes for the payment of the 2019 Bonds.

General

Certain legal matters will be passed upon for the City by the City Attorney. The expected form of the opinion of Bond Counsel is attached to this OFFICIAL STATEMENT as "APPENDIX B—PROPOSED FORM OF OPINION OF BOND COUNSEL."

The various legal opinions to be delivered concurrently with the delivery of the 2019 Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

MISCELLANEOUS

Bond Rating

As of the date of this OFFICIAL STATEMENT, the 2019 Bonds have been rated "_____" by Standard &Poor's Global Services ("S&P"). An explanation of this rating may be obtained from S&P.

Such rating does not constitute a recommendation by the rating agency to buy, sell or hold the 2019 Bonds. Such rating reflects only the views of such organization and any desired explanation of the significance of such rating should be obtained from the rating agency furnishing the same. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own.

There is no assurance that the rating given the 2019 Bonds will continue for any given period of time or that the rating will not be revised downward or withdrawn entirely by the rating agency if, in their judgment, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the 2019 Bonds.

Municipal Advisor

The City has entered into an agreement with the Municipal Advisor whereby the Municipal Advisor provides financial recommendations and guidance to the City with respect to preparation for sale of the 2019 Bonds, timing of sale, tax–exempt bond market conditions, costs of issuance and other factors related to the sale of the 2019 Bonds. The Municipal Advisor has read and participated in the drafting of certain portions of this OFFICIAL STATEMENT. The Municipal Advisor has not audited, authenticated or otherwise verified the information set forth in the OFFICIAL STATEMENT, or any other related information available to the City, with respect to accuracy and completeness of disclosure of such information, and the Municipal Advisor makes no guaranty or warranty respecting the accuracy and completeness of the OFFICIAL STATEMENT or any other matter related to the OFFICIAL STATEMENT.

Purchaser of the 2019 Bonds

The 2019 Bonds are being purchased by ____________ (the "Purchaser") at a price of $_______ and will be reoffered at a price of $________. The purchaser of the 2019 Bonds may offer and sell the 2019 Bonds to certain dealers (including dealers depositing the 2019 Bonds into investment trusts) and others at prices lower than the initial offering prices corresponding to the yields set forth on the inside cover of this Official Statement, and such initial offering prices may be changed from time to time by such purchaser. After the initial public offering, the public offering prices may be varied from time to time.

In connection with this offering, the Purchaser may over allot or effect transactions that stabilize or maintain the market price of the 2019 Bonds at levels above those which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

Independent Auditors

The basic financial statements of the City as of September 30, 2018 and for the year then ended, included in this OFFICIAL STATEMENT, have been audited by Presnell Gage, PLLC, Certified Public Accountants, Moscow, Idaho ("Presnell Gage"), as stated in their report in "APPENDIX A—FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION OF CITY OF MOSCOW, IDAHO FOR FISCAL YEAR 2018."

Presnell Gage has not participated in the preparation or review of this OFFICIAL STATEMENT. Based upon their non–participation, they have not consented to the use of their name in this OFFICIAL STATEMENT.

Preliminary Official Statement

The City intends to deem this Preliminary Official Statement pursuant to Securities and Exchange Commission Rule 15c2-12 as final as of its date except for the omission of information dependent upon the pricing of the issue and the completion of the underwriting agreement, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, Date of Delivery, rating, and other terms of the 2019 Bonds dependent on the foregoing matters.

Certificate with Respect to Official Statement

At the time of the original delivery of and payment for the 2019 Bonds, the City will deliver a certificate of its authorized representative to the effect that he has examined this Official Statement and the financial and other data concerning the City contained herein and that to the best of his knowledge and belief,

(i) the Official Statement, both as of its date and as of the date of delivery of the 2019 Bonds, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (ii) between the date of the Official Statement and the date of delivery of the 2019 Bonds there has been no material adverse change in the affairs (financial or other), financial condition or results of operations of the City except as set forth in or contemplated by the Official Statement.

Additional Information

The information set forth herein has been obtained from the City and other sources that are believed to be reliable, but is not guaranteed as to accuracy or completeness, and is not to be construed as a representation, warranty or guarantee by the Underwriters. So far as any statement herein includes matters of opinion, or estimates of future expenses and income, whether or not expressly so stated, they are intended merely as such and not as representations of fact.

The information contained herein should not be construed as representing all conditions affecting the City or the 2019 Bonds. Additional information may be obtained from the City. The statements relating to the Bond Ordinance are in summarized form, and in all respects are subject to and qualified in their entirety by express reference to the provisions of such document in its complete form.

Any statements in this OFFICIAL STATEMENT involving matters of opinion, whether or not expressly so stated, are intended as such and not as a representation of fact.

The appendices attached hereto are an integral part of this OFFICIAL STATEMENT and should be read in conjunction with the foregoing material.

This OFFICIAL STATEMENT and its distribution and use have been duly authorized by the City.

City of Moscow, Idaho

____

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APPENDIX A

FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION OF CITY OF MOSCOW, IDAHO FOR FISCAL YEAR 2018

The City's Financial Statements and Supplementary Information for Fiscal Year 2018 is contained herein and such page numbers may not be in numerical order. Copies of current and prior financial reports are available upon request from the City's contact person as indicated under "INTRODUCTION—Contact Persons" above.

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APPENDIX B

PROPOSED FORM OF OPINION OF BOND COUNSEL

Upon the delivery of the 2019 Bonds, Hawley Troxell Ennis & Hawley LLP, Bond Counsel to the City, propose to issue its final approving opinion in substantially the following form:

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APPENDIX C

PROPOSED FORM OF INFORMATION REPORTING AGREEMENT

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APPENDIX D

BOND ORDINANCE NO. 2019-__

APPENDIX E

BOOK–ENTRY SYSTEM

DTC, the world's largest securities depository, is a limited–purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non–U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post–trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book–entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non–U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly–owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non–U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has an S&P rating of "AA+". The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at dtcc.com.

Purchases of 2019 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2019 Bonds on DTC's records. The ownership interest of each actual purchaser of each 2018 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2019 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in 2019 Bonds, except in the event that use of the book–entry system for the 2019 Bonds is discontinued.

To facilitate subsequent transfers, all 2019 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of 2019 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2019 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2019 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of 2019 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2019 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the bond documents. For example, Beneficial Owners of 2019 Bonds may wish to ascertain that the nominee holding the 2019 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the 2019 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to 2019 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the 2019 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions and dividend payments on the 2019 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the City or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its 2019 Bonds purchased or tendered, through its Participant, to the Remarketing Agent, and shall effect delivery of such 2019 Bonds by causing the Direct Participant to transfer the Participant's interest in the 2019 Bonds, on DTC's records, to the Remarketing Agent. The requirement for physical delivery of 2019 Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the 2019 Bonds are transferred by Direct Participants on DTC's records and followed by a book–entry credit of tendered 2019 Bonds to the Remarketing Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the 2019 Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, 2018 Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book–entry–only transfers through DTC (or a successor securities depository). In that event, 2018 Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book–entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

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COMMITTEE STAFF REPORT

DATE: Monday, August 5, 2019

RESPONSIBLE STAFF

Gary Riedner, City Supervisor

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. This was reviewed by the Public Works/Finance Committee on July 22,2019 and recommended for approval.

STAFF RECOMMENDATION

Approve the attached Resolution.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the attached Resolution or take other such action deemed appropriate.

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

Table of Contents

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.

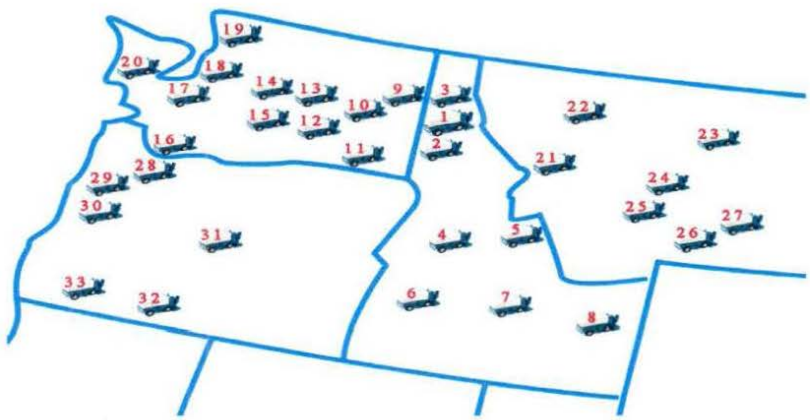
The new facility will be constructed at our present location at the Latah County Fairgrounds. It will include a full size sheet of ice, restrooms, locker rooms, a concession area, an office area, and bleachers for up to approximately 300 spectators. It will be used as an ice arena, but can also be utilized 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
2) Lewiston – ¾ sized indoor rink
3) Coeur d'Alene – full sized indoor rink
4) McCall – full sized indoor rink
5) Salmon – full sized outdoor rink
6) Boise – 2 full sized sheets indoor rink
7) Sun Valley – 1 indoor/1 outdoor full sized sheets
8) Idaho Falls – full sized indoor rink
9) Spokane – 2 indoor/1 outdoor full sized sheets
10) Cheney – full sized indoor rink
11) Walla Walla – full sized indoor rink
12) Tri-Cities – 2 full sized indoor rinks in area
13) Moses Lake – full sized outdoor rink
14) Wenatchee – 2 full sized sheets in one rink
15) Yakima – ¾ sized indoor rink
16) Vancouver – full sized indoor rink
17) Tacoma – full sized indoor rink
18) Seattle – 8 rinks located in surrounding area
19) Bellingham – full sized indoor rink
20) Bremerton – full sized indoor rink
21) Missoula – 1 indoor/1 outdoor full sized sheets
22) Whitefish – full sized indoor rink
23) Great Falls – full sized indoor rink
24) Helena – full sized indoor rink
25) Butte – full sized indoor rink
26) Big Sky – full sized outdoor rink
27) Bozeman – 2 full sized indoor & 3 outdoor rinks
28) Portland – 4 full sized indoor rinks
29) Corvallis – full sized indoor rink
30) Eugene– full sized indoor rink
31) Bend – full sized indoor rink
32) Klamath Falls – full sized outdoor rink
33) Medford – full sized indoor rink

2

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 ¾ 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 ¾ 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 ¾ 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					Pro Forma			
	Jul '10 - Jun '11	Jul '11 - June '12	Jul '12 - Jun '13	Jul '13 - June '14	2014 / 15 Projected	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					Pro Forma			
	Jul '10 - Jun '11	Jul '11 - June '12	Jul '12 - Jun '13	Jul '13 - June '14	2014 / 15 Projected	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 manager 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				
		Interest Rates		
Principle	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.

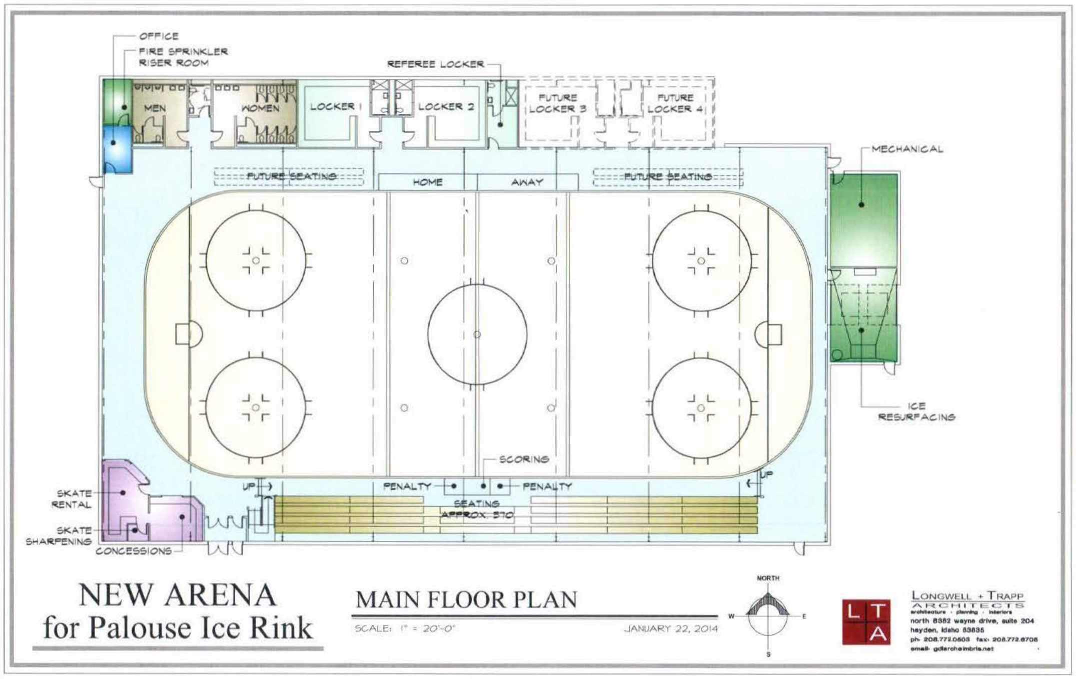
Appendix 2: Architectural Drawings

Palouse Ice Rink
LATAH COUNTY FAIRGROUNDS, MOSCOW, IDAHO

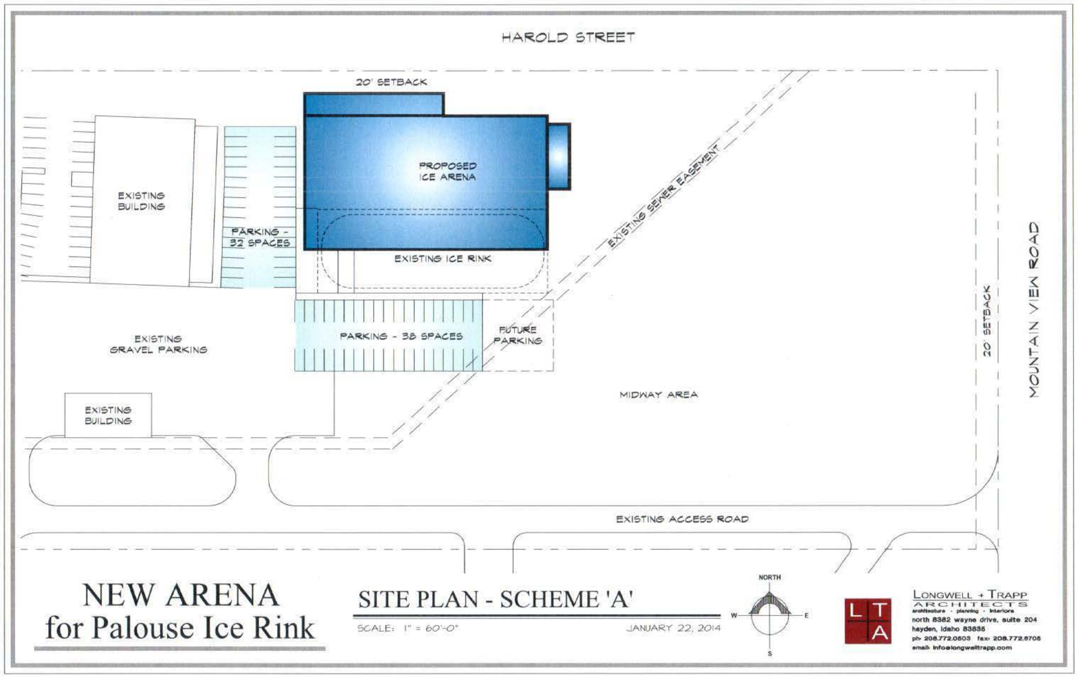

Palouse Ice Rink


Frontier
COMMUNICATIONS
SMOKE
PIT
moscow idaho


Palouse Ice Rink
LATAH COUNTY FAIRGROUNDS, MOSCOW, IDAHO



OFFICE
FIRE SPRINKLER RISER ROOM
REFEREE LOCKER
MEN
WOMEN
LOCKER 1
LOCKER 2
FUTURE LOCKER 3
FUTURE LOCKER 4
MECHANICAL
FUTURE SEATING
HOME
AWAY
FUTURE SEATING
ICE RESURFACING
SCORING
PENALTY
PENALTY
UP
UP
SEATING APPROX. 570
SKATE RENTAL
SKATE SHARPENING
CONCESSIONS
NEW ARENA
for Palouse Ice Rink
MAIN FLOOR PLAN
SCALE: 1" = 20'-0"
JANUARY 22, 2014
NORTH
LONGWELL + TRAPP ARCHITECTS


HAROLD STREET
20' SETBACK
PROPOSED ICE ARENA
EXISTING BUILDING
PARKING - 32 SPACES
EXISTING ICE RINK
EXISTING SEWER EASEMENT
EXISTING GRAVEL PARKING
PARKING - 38 SPACES
FUTURE PARKING
EXISTING BUILDING
MIDWAY AREA
20' SETBACK
MOUNTAIN VIEW ROAD
EXISTING ACCESS ROAD
NEW ARENA
for Palouse Ice Rink
SITE PLAN - SCHEME 'A'
SCALE: 1" = 60'-0"
JANUARY 22, 2014
NORTH
W
E
S
LONGWELL + TRAPP ARCHITECTS
architecture · planning · interiors
north 8382 wayne drive, suite 204
hayden, idaho 83835
ph: 208.772.0503 fax: 208.772.8706
email: info@longwelltrapp.com

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
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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**
Miscellanious 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**

ESTIMATE OF PROBABLE COST
PALOUSE ICE RINK
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08 DOORS AND WINDOWS	Quantity	Units	Cost/Unit		Cost
Windows	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	Quantity	Units	Cost/Unit		Cost
GWB	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	Quantity	Units	Cost/Unit		Cost
Signage	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	Quantity	Units	Cost/Unit		Cost
Appliances			$0.00		$0.00
	SUBTOTAL		**$0.00**		**$0**

12 FURNISHINGS	Quantity	Units	Cost/Unit		Cost
Bleachers			$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	Quantity	Units	Cost/Unit		Cost
Wet Pipe System	30,000	SF	$1.25		$37,500
Fire line/FDC	150	LF	$80.00		$12,000
	SUBTOTAL		**$1.65**		**$49,500**

ESTIMATE OF PROBABLE COST
PALOUSE ICE RINK
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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:

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.

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

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, 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

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

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.

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 Financer.** 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

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.

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 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
Jennifer Barrett, Chair

LEASE AGREEMENT - 12

By: ______________________
Tom S. Stroschein, Commissioner

By: ______________________
David McGraw, Commissioner

Attest: ______________________
Clerk/Deputy

LESSEE:

Rotary Veterans Memorial Pavilion, Inc.

____
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.

KARA MIKITTI
NOTARY
PUBLIC
STATE OF IDAHO

____
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 Rink Hockey Event	Category	Teams	Players	Parents/ Friends per Player	Total	Motel %	Motel Nights	Motel $ 30%	Food/Bev. 100%	Shopping Gas 100%	Grand Total
								$100	$ 25	$ 10	
Youth Hockey Tournaments	Mites	6	8	2	144	30%	1	$4,320	$ 3,600	$ 1,440	$9,360
	Squirt	6	15	2	270	30%	2	$16,200	$ 6,750	$ 2,700	$25,650
	Pee Wee	6	15	2	270	30%	2	$16,200	$ 6,750	$ 2,700	$25,650
Youth Hockey Games	All	24	15	2	1080	30%	1	$32,400	$ 27,000	$ 10,800	$70,200
Adult Hockey Torunaments	Puck-a-Palouse	4	10	1	80	50%	1	$4,000	$ 2,000	$ 800	$6,800
	Care Cup	2	12	1	48	50%	1	$2,400	$ 1,200	$ 480	$4,080
College Club Hockey	UI Mens	3	17	2	153	30%	1	$4,590	$ 3,825	$ 1,530	$9,945
	UI Womens	2	12	2	72	30%	1	$2,160	$ 1,800	$ 720	$4,680
	WSU Women										
	WSU Mens										
Curling Bonspiel		3	15	1	90	50%	1	$4,500	$ 2,250	$ 900	$7,650
Grand Total		53	104		2117			$82,270	$52,925	$21,170	$156,365

Future Rink Hockey Event	Category	Teams	Players	Parents/ Friends per Player	Total	Motel %	Motel Nights	Motel $ 30%	Food/Bev. 100%	Shopping Gas 100%	Grand Total
								$100	$ 25	$ 10	
Youth Hockey Tournaments House League	Mites	8	8	2	192	30%	2	$11,520	$ 4,800	$ 1,920	$18,240
	Squirt	8	15	2	360	30%	2	$21,600	$ 9,000	$ 3,600	$34,200
	Pee Wee	8	15	2	360	30%	2	$21,600	$ 9,000	$ 3,600	$34,200
	Bantam	7	15	2	315	30%	2	$18,900	$ 7,875	$ 3,150	$29,925
	Midget	6	18	1	216	50%	2	$21,600	$ 5,400	$ 2,160	$29,160
	Girls	7	15	2	315	30%	2	$18,900	$ 7,875	$ 3,150	$29,925
Youth Hockey Tournaments Competitive League	Pee Wee	5	15	2	225	30%	2	$13,500	$ 5,625	$ 2,250	$21,375
	Bantam	5	15	2	225	30%	2	$13,500	$ 5,625	$ 2,250	$21,375
	Midget	5	18	2	270	50%	2	$27,000	$ 6,750	$ 2,700	$36,450
	Girls U14	5	15	2	225	30%	2	$13,500	$ 5,625	$ 2,250	$21,375
	Girls U16	5	15	1	150	30%	2	$9,000	$ 3,750	$ 1,500	$14,250
	Girls U16	5	18	2	270	30%	2	$16,200	$ 6,750	$ 2,700	$25,650
State Tournament Approx. 1 per year	Midget Bantam Girls (U14-19)	10	18	2	540	50%	2	$54,000	$ 13,500	$ 5,400	$72,900
Youth Hockey Games	All	56	15	2	2520	30%	1	$75,600	$ 63,000	$ 25,200	$163,800
Youth Hockey Camps	All	50	5	2	750	30%	3	$67,500	$ 18,750	$ 7,500	$93,750
Adult Hockey Torunaments	Puck-a-Palouse	10	15	1	300	50%	1	$15,000	$ 7,500	$ 3,000	$25,500
	Care Cup	8	15	1	240	50%	1	$12,000	$ 6,000	$ 2,400	$20,400
	Old Timers	8	1	2	24	50%	1	$1,200	$ 600	$ 240	$2,040
Adult Hockey Camp		75	1	1	150	50%	2	$15,000	$ 3,750	$ 1,500	$20,250
Women's Hockey Camp		8	15	1	240	50%	2	$24,000	$ 6,000	$ 2,400	$32,400
College Club Hockey	UI Mens	16	18	2	864	30%	1	$25,920	$ 21,600	$ 8,640	$56,160
	UI Womens	12	18	2	648	30%	1	$19,440	$ 16,200	$ 6,480	$42,120
	WSU Women	12	18	2	648	30%	1	$19,440	$ 16,200	$ 6,480	$42,120
	WSU Mens	16	18	2	864	30%	1	$25,920	$ 21,600	$ 8,640	$56,160
College Tournament	Vandal/Cougar	3	18	2	162	30%	1	$4,860	$ 4,050	$ 1,620	$10,530
Figure Skating	Camp	1	20	3	80	30%	1	$2,400	$ 2,000	$ 800	$5,200
	Palouse Hills	1	20	2	60	30%	1	$1,800	$ 1,500	$ 600	$3,900
	Idaho State Ch	1	50	3	200	30%	1	$6,000	$ 5,000	$ 2,000	$13,000
	Northwest Ch	1	50	4	250	30%	1	$7,500	$ 6,250	$ 2,500	$16,250
Junior Hockey	Home Games	28	21	1	1176	50%	1	$58,800	$ 29,400	$ 11,760	$99,960
Roller Derby	Summer Weekends	12	10	1	240	50%	1	$12,000	$ 6,000	$ 2,400	$20,400
Concerts	3-4 Summer	3	125	1	750	50%	1	$37,500	$ 18,750	$ 7,500	$63,750
Curling Bonspiel		3	40	1	240	50%	1	$12,000	$ 6,000	$ 2,400	$20,400
High School Hockey (Games)	Competitive	15	15	1	450	50%	1	$22,500	$ 11,250	$ 4,500	$38,250
High School Hockey (Tour.)	Midget	8	15	1	240	50%	1	$12,000	$ 6,000	$ 2,400	$20,400
Polar Beats Girls (Games)	Competitive	15	6	1	180	50%	1	$9,000	$ 4,500	$ 1,800	$15,300
Polar Beats Girls (Tour.)	Midget	8	6	1	96	50%	1	$4,800	$ 2,400	$ 960	$8,160
Grand Total		454	735		15,035			$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 Supression		$80,000
Plumbing		$186,300
HVAC		$350,000
Eletrical		$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
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
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**

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		
Income	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022
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