

Moscow City Council



Regular Meeting ~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

**Monday
March 21, 2022**

7:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. This meeting is open to the public. Attendees are subject to any protocols established by Governor Little's Stay Healthy Guidelines of the Idaho Rebounds Plan. 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. Links to view the City Council meeting live can be found on the City website, YouTube, Facebook and Spectrum Cable 1301. 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 March 7, 2022 Minutes - Laurie M. Hopkins

B. AT&T Wireless Communications Lease Agreement Renewal - Bill Belknap

In August of 2003, the City entered into a wireless communications facility lease agreement with Cingular Wireless to install wireless communications equipment on the City's Residence Street water reservoir. The lease agreement has been amended five times to accommodate minor alterations and additional antennas and equipment at the site. New Cingular Wireless (the current business name) has approached the City with a request to revise the agreement to update the annual monetary fee, establish a 3% annual escalator and extend the term for five years beginning in August 2023. Staff and New Cingular have prepared the agreement amendment for the Council's consideration. This was reviewed by the Public Works/Finance Committee on February 8, 2022 and recommended for approval.

ACTION: Approve the AT&T agreement amendment.

C. Disbursement Report February 2022 - Sarah Banks

Staff presented the February 2022 Accounts Payable Report to Public Works / Finance Committee on March 14, 2022. The Committee received the report and approved the disbursements as presented.

ACTION: Receive the Disbursements Report for the month of February 2022.

D. Fourth Quarter Financial Report July 1, 2021 to September 30, 2021 for FY2021 - Sarah Banks

Staff presented the financial report for the fourth quarter of Fiscal Year 2021 (July 1, 2021 to September 30, 2021) to Public Works / Finance Committee on March 14, 2022. The Committee received the report.

ACTION: Receive the FY2021 Fourth Quarter Report.

E. Consideration of the Milton Arthur Park Playground Equipment Purchase - David Schott

The Parks and Recreation Department is requesting authorization to purchase Miracle playground equipment and rubber tile safety surfacing at the cost of \$100,000 from Garrett and Company, Inc., DBA Garrett Parks and Play, for Milton Arthur Park. In addition, the Parks and Recreation Department is requesting an additional \$3,000 for materials and supplies for parks staff to install the playground equipment and rubber tile safety surfacing. If approved, the safety tiles and playground equipment will be installed in-house by parks crew certified installers. The playground equipment is intended for 2 to 12 year-old children. This project was approved in the FY2022 budget with the use of Hamilton Funds as required by Resolution 2017-07 which notes, "the City wishes to direct the remaining Hamilton Fund balance to be used in City Parkland Development for the purchase and installation of playground equipment and attendant pathways and access to such playgrounds in City Parks." This was reviewed by the Public Works/Finance Committee on March 14, 2022 and recommended for approval.

ACTION: Approve the purchase of Miracle playground equipment and rubber tile safety surfacing at the cost of \$100,000 from Garrett and Company, Inc., DBA Garrett Parks and Play, for Milton Arthur Park and an additional \$3,000 for materials and supplies for parks staff to install the playground equipment and rubber tile safety surfacing with funding from the Hamilton Fund.

F. Lilly Street Reconstruction 'A' St to Third St - Bid Results - Scott Bontrager

The Lilly Street Reconstruction project includes the reconstruction of Lilly Street ('A' St to Third St) and First Street (Lieuellen St to Lilly St). The base bid consists of the full replacement of Lilly Street underground utilities, curb and sidewalk, and full-depth roadway replacement. Also included in the base bid is the realignment and daylighting of Hogg Creek and an extension of the existing pathway along First Street. The Add Alternate bid consists of the reconstruction of First Street pavement, curb, sidewalk, and the installation of a new water main. The City published an advertisement for bids on February 5, 2022 and the Engineer's Estimate for construction is \$1,577,822.40 for Base Bid and \$211,587.00 for the Add Alternate.

Bid opening for the project took place on March 1, 2022, at which one (1) bid was received. The responsive bid received was submitted by Razz Construction with a Base Bid of \$2,128,771.75 and an Add Alternate bid of \$241,987.00. A bid analysis is included in the Committee packet. This was reviewed by the Public Works/Finance Committee on March 14, 2022 and recommended for approval.

ACTION: Reject the low bid from Razz Construction, Inc.

G. Paul Mann Building Restoration Project - Bid Results and Contract Award - Scott Bontrager

In November of 2011, a professional structural evaluation of the Paul Mann Building revealed minor structural deficiencies with the concrete masonry (CMU) and provided recommendations to repair the cracking and replace the roof to improve drainage and limit water accumulation above the CMU. In 2021, Castellaw Kom Architects (CKA) were hired by the City for professional design services with the scope of replacing the existing membrane roof with insulation and a new 20-year membrane roof, repairing the CMU walls, and the installation of a new weather barrier and metal cladding system on the south and west sides of the building, which will limit water damage to the CMU as well as improve the appearance of the building. Add alternates were also added to the project for:

- Add/Alt #1 - Additional metal cladding on the north and east faces of the building
- Add/Alt #2 - Increase the thickness of the proposed new roof to meet a 30-year warranty

The City published an advertisement for bids on February 5, 2022 and the Architect's Estimate for construction is \$149,221 for Base Bid, \$26,826 for Add Alternate #1, and \$45,103 for Add Alternate #2. Bid opening for the project took place on March 8, 2022, at which one (1) bid was received. The responsive bid received was from Dardan Enterprises, Inc with a Base Bid of \$139,486, an Add Alternate #1 bid of \$24,120, and Add Alternate #2 bid of \$9,250. A full bid tabulation is included in the Committee packet. This was reviewed by the Public Works/Finance Committee on March 14, 2022 and recommended for approval.

ACTION: Accept the low bid from Dardan Enterprises, Inc., award the contract for the base bid and both additive alternates for the total sum of \$172,856, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

REGULAR AGENDA

2. Staff Recognition Report - Bill Belknap

3. Mayors Appointments (ACTION ITEM)

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

5. Citizen Commission Report - Planning and Zoning Commission - Mike Ray / Robb Parish

6. Comprehensive Annual Financial Report Presentation (ACTION ITEM) - Sarah Banks /Nick Nicholson

Presnell Gage PLLC, the City's auditors, will be presenting the City's FY2021 Annual Comprehensive Financial Report (ACFR), which includes any significant changes regarding the annual audit and outlining comparative changes from the FY2020 ACFR. The City has received the Certificate of Achievement for Excellence in Financial Reporting for the ACFR for 18 consecutive years. After approval, staff will submit the FY2021 ACFR for consideration for the award. The accompanying final draft of the FY2021 ACFR is submitted for City Council review.

PROPOSED ACTIONS: Accept the City of Moscow audited Annual Comprehensive Financial Report for FY2021 as presented, or take other action deemed appropriate.

7. Request from Palouse Ice Rink for Hamilton Funds (ACTION ITEM) – Mia Bautista / PIR Representative

By adoption of Resolution 2017-13, and its successors, Resolution 2019-16, and Resolution 2021-02, the Moscow City Council approved a commitment of \$1 million dollars of Hamilton Funds to the Rotary Veterans Memorial Pavilion, Inc., an Idaho nonprofit corporation d/b/a Palouse Ice Rink nonprofit association, for construction of an ice rink facility.

Subsequent to the passage and approval of Resolution 2021-02 and the Memorandum of Understanding entered between the City and PIR on March 3, 2021, PIR was unable to secure a loan through Zion's bank, but thereafter secured funding through Idaho Central Credit Union (ICCU) and the estimated cost to construct the ice rink facility increased, which required PIR to secure other funding sources to cover the increased costs for construction of the ice rink. On July 9, 2021, PIR purchased the property at 2009/2013 S. Main Street and at 325 West Palouse River Drive for the amount of \$2,585,000 from NRS Properties, LLC to construct the new ice rink facility. PIR paid \$500,000 at closing and entered into an agreement to pay an interest-only promissory note for the remaining \$2,085,000 with a balloon payment due on or before October 1, 2031. The note bears an annual interest rate of four and a half percent (4.5%) and is to be paid in quarterly installments on January 1, April 1, July 1 and October 1 each year until

completion. PIR converted the property at 2009/2013 South Main Street into two condominium units, sold Unit 1 of the condominiums for \$600,000, said funds are being utilized for the construction of the ice rink facility. On November 24, 2021, PIR sold the property located at 325 West Palouse River Drive for \$343,500. PIR obtained an appraisal report that excludes Unit 1 and excludes the 325 West Palouse River Drive properties that were sold, and received an appraisal that concluded the ice rink facility would be valued at approximately \$4,700,000 after completion of construction. PIR secured Ginno Construction to act as general contractor for the construction of the new ice rink, who has estimated cost projections as of March 8, 2022, to complete Phase I is \$4,391,210. PIR has the following funding sources to pay for the construction of Phase I of the new ice rink facility:

\$1,468,679	PIR Cash available
\$1,500,000	ICCU Loan
\$1,000,000	City of Moscow
\$61,000	Pledges to be paid this year when the City of Moscow releases funds
\$341,056	Construction costs already paid to date

As a result of the increased cost of construction, the revised purchase and sale of the properties, the new lender and revised agreements associated with the funding sources, PIR is requesting the City Council to renew its commitment of Hamilton Funds to be used in the new location, with revisions to the terms limiting the commitment of said funds and revisions to the draw process that comports with both ICCU's and the City of Moscow's fiduciary responsibilities through the attached revised Resolution which will replace Resolution 2021-02 and the Amended MOU to replace the MOU executed on March 3, 2021. The 2020 PIR Business Plan and additional materials relating to the Council's previous commitment of Hamilton Funds are within the Council packet. This was reviewed by the Public Works/Finance Committee on March 14, 2022, recommended for approval, and that it be placed on the Council regular agenda.

PROPOSED ACTIONS: Review Amended Memorandum of Understanding and Resolution stating conditions of approval of Palouse Ice Rink's Request for City participation of \$1 million of Hamilton Funds to assist in construction of the ice rink, and approve, or deny, or modify the Amended MOU and Resolution, or take other action deemed appropriate.

8. FAA & State Terminal and Apron Grant Award Reauthorization (ACTION ITEM) – Tony Bean

The Pullman Regional Airport regularly applies for grants from the U.S. Federal Government and State of Idaho for the purpose of Terminal, Site and Apron Design and Construction at the Airport. The primary grant programs that are available include FAA Grants, Bipartisan Infrastructure Law (BIL) Grants and State of Idaho Department of Transportation Aeronautics Division Grants. Competitive BIL Terminal Grants have a 5% local match requirement, and the FAA and BIL Entitlement Grants have an 8.12% local match requirement. The City Council previously authorized up to \$21,000,000 through Resolution 2020-14 and the acceptance of additional CARES Act funding through Resolution 2020-10. The current request is to authorize acceptance of up to \$32,000,000 of Competitive BIL Terminal Grant funds with an estimated local match of \$1,600,000.00 from the Airport's CARES operations grant. This request is to finalize the grant acceptance actions already taken by both councils by resolution in 2020 and 2021 totaling \$33 Million in FAA Grants and the remainder of the CARES Grant awarded. To facilitate the grants, it is necessary to preauthorize its acceptance due to the short time allowed between award and acceptance. The draft resolution has been prepared for that purpose. The resolution also authorizes the execution of related assurances and certifications. Also included in the packet is a spreadsheet depicting the current funding program with potential BIL and State Grant awards as well.

PROPOSED ACTIONS: Approve the proposed Resolution preauthorizing the acceptance of up to \$32 million in grant funding from the FAA Airport Improvement Program or take such other action deemed appropriate.

REPORTS

City Council

Mayor

Staff

ADJOURN TO EXECUTIVE SESSION PER IDAHO CODE 74-206 (1)(D) AND (F) - THE MEETING WILL NOT RECONVENE.

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~

Laurie M. Hopkins
City Clerk

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208.883.7015

**Monday
March 7, 2022**

7:00 PM

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

The meeting was called to order at 7:00 p.m.

PRESENT: Mayor Art Bettge, Sandra Kelly, Maureen Laflin, Julia Parker, Gina Taruscio, Anne Zabala

ABSENT: Hailey Lewis

STAFF: Bill Belknap, Mia Bautista, Cody Riddle, Amanda Argona, Mike Ray, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Councilmember Taruscio led the Pledge of Allegiance.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council February 22, 2022 Minutes - Laurie M. Hopkins

B. Police Department - Annual Small Grant Requests for FY22-23 - Alisa Anderson / James Fry / Eric Warner

The City of Moscow Police Department (MPD) applies for several small grants on an annual basis which assist the department with the purchase of equipment to include bullet proof vests, child passenger safety seats, and to host various traffic enforcement mobilizations and other prevention and safety activities. The grants awarded to MPD provide funding and resources to protect our youngest citizens, operational and personal safety equipment, and program support to implement and host multiple safety programs. These resources assist MPD in their mission of community-oriented policing to improve the quality of life for Moscow residents through community partnerships and problem-solving approaches while also making sure the officers are outfitted and equipped with everything they need to safely do their jobs. Grant funding programs include the Bulletproof Vest Partnership, Traffic Enforcement Emphasis, Child Passenger Safety Seats, Partnership for Success Law Enforcement, Drug and Alcohol Patrol and Education, and Shop with a Cop. This was reviewed by the Public Works/Finance Committee on February 28, 2022 and recommended for approval.

ACTION: Approve the funding requests and awards for small grants applied for by the Moscow Police Department not to exceed a combined total of \$50,000 for the FY22-23 fiscal year.

C. Moscow Police Department - OHS Highway Safety Grant FFY 2023 - Alisa Anderson / Eric Warner

The Moscow Police Department (MPD) has identified a funding opportunity to apply for a grant, which is a nationwide program called Selective Traffic Enforcement Program (STEP). The Idaho Transportation Department (ITD), Office of Highway Safety (OHS) is sponsoring this program to address specific behaviors related to traffic safety priority areas and safety deficiencies within local law enforcement jurisdictions. The STEP is focused on combatting traffic crashes resulting in fatal and serious injuries. Using problem identification, the agencies focus on traffic safety issues within their jurisdiction. The Idaho STEP is a yearlong grant and awards are granted annually. STEP grants reimburse law enforcement departments for time dedicated to traffic enforcement. Police

Officer(s) that participate in the STEP grant must track all performance to include problem identification, a project plan including objectives, performance measures and targets, and budget expenses. The MPD is requesting to apply for the program a maximum of 2,080 regular-time traffic officer enforcement hours plus 200 hours of overtime with the allowable benefit percentage. The estimated amount of reimbursement is anticipated not to exceed \$100,000.00 for the upcoming program period beginning October 1, 2022 through September 30, 2023, which matches the City's FY2023 budget cycle. This was reviewed by the Public Works/ Finance Committee on February 28, 2022 and recommended for approval.

ACTION: Ratify the submittal for Moscow Police Department to apply for the STEP grant in an amount not to exceed \$100,000 for the FY2023 budget period.

D. Taylor Booster Station Supply Loop Bid Award - Bob Buvel

This project consists of the installation of approximately 850 linear feet of watermain in Taylor Street to increase the system capacity supplying the Taylor Booster Station. The new watermain will be a dedicated supply line so it will be sized to prevent low pressure points during fireflow events and there won't be any water services tapped to the new supply line. In addition to the installation of the dedicated supply watermain the existing Taylor Street watermain will be connected to the high pressure side of the Taylor Booster station, increasing pressure and fire flow in an area known to be inadequate in pressure and fireflow.

Bids were opened on Tuesday, Feb 22, 2022. Two bids were received, ranging from \$315,817 to \$549,938. The bid from ML Albrights & Sons, Inc was the apparent low bid of \$315,817.00. The full bid tabulation is included in the packet. This was reviewed by the Public Works/Finance Committee on February 28, and recommended for approval.

ACTION: Accept the low bid from ML Albrights & Sons, Inc., award the contract for the bid amount of \$315,817.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

E. Lot Line Adjustment: 1604 and 1704 East D Street - Aimee Hennrich

The applicant, Jon Staniewski, is requesting a lot line adjustment between three properties located at 1604 and 1704 East D Street. The purpose of this adjustment is to facilitate the separation of two single family dwellings from the pasture field that exists on the property which is currently within a conservation easement. The parcels that currently contain the two single family dwellings are zoned Farm, Ranch, and Outdoor Recreation (FR). The applicant has concurrently applied for a rezone of the subject property from the FR Zone to the Moderate Density Single Family Residential (R-2) Zone. The Planning and Zoning Commission conducted a public hearing and recommended approval of the rezone application on January 26, 2022. In the Moderate Density Single Family Residential (R-2) Zone, the minimum lot size is 7,000 sf and the minimum lot width is 60 feet. All proposed lots meet the minimum lot size and width requirements of the R-2 Zone and the two single family dwellings meet all setback requirements. The rezone proposal has been scheduled for a public hearing at the upcoming March 7, 2022 City Council meeting. This was reviewed and approved by the Public Works and Finance Committee on February 28, 2022, with the condition that the proposed rezone be approved by City Council.

ACTION: Approve the lot line adjustment request with the condition that the proposed rezone be approved by City Council.

F. Lot Line Adjustment: 617 and 623 East D Street - Aimee Hennrich

The applicants, Christie and Richard Wegner and Maureen Marten, are requesting a lot line adjustment between two properties located at 617 and 623 East D Street. The proposed adjustment would reduce the lot addressed as 623 East D Street from 10,350 sf to 10,212 sf and expand the lot addressed 617 East D

Street from 8,100 sf to 8,238 sf. The applicants are requesting the adjustment in order to accommodate an existing fence and water meter that have been installed over the adjoining property line. Both houses are existing and are located within the Medium Density, Residential Zoning District (R-3). Within the R-3 Zoning District, lots with single-family dwellings require a minimum area of 6,000 sf and a minimum lot width of 60 feet. The proposed adjustment meets both of these standards and both houses will meet all setback requirements. This was reviewed and approved by the Public Works and Finance Committee on February 28, 2022.

ACTION: Approve the lot line adjustment request with no conditions.

G. First Step Internet Paradise Pathway Fiber License Agreement - Bill Belknap

The City was recently approached by representatives of First Step Internet who are working with the Whitepine School District to extend fiber optic service to the District's school facilities to provide high-speed internet access. First Step is seeking approval to install the underground conduit and fiber optic cable along the edge of the Paradise Path from the Alturas Drive crossing to the City's eastern city limit boundary just west of Carmichael Road. Staff has prepared a non-exclusive license agreement to allow the installation of the requested conduit and cable and, in exchange, First Step will provide the City with 1 fiber strand to the current, or future city limit boundary for the City's potential future use. The license agreement would have an initial term of 10 years, with a second 10-year renewal term. First Step would also be required to repair any damage to the pathway that may occur during the installation. This was reviewed by the Public Works/Finance Committee on February 28, 2022 and recommended for approval.

ACTION: Approve the License Agreement with First Step Internet.

Kelly moved and Taruscio seconded to approve the consent agenda as presented. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REGULAR AGENDA

2. Staff Recognition Report - Bill Belknap

No report offered.

3. Mayor's Appointments (ACTION ITEM)

Mayor Bettge presented the appointment of Mikey Frazier Wuerth to the Human Rights Commission to the Council for consideration. Taruscio moved, Laflin seconded approval of the appointment. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

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

No comment offered.

5. Public Hearing: 1604 & 1704 East D Street Proposed Rezone (ACTION ITEM) - Mike Ray

The applicant, Jon Staniewski, is requesting to rezone an approximately 4-acre area located at 1604 & 1704 East D Street. The parcel is currently zoned Farm, Ranch, and Outdoor Recreation (FR) which the applicant is proposing to rezone to the Moderate Density Single Family Residential (R-2) Zone. The purpose of the rezone request is to facilitate the separation of two single family dwellings from the pasture field that exists on the property which is currently within a conservation easement. The Planning and Zoning Commission conducted a public hearing on January 26, 2022 and recommended approval of the rezone request with no conditions.

PROPOSED ACTIONS: Conduct the public hearing and upon consideration of any testimony received, approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria; or consider the Zoning Ordinance on first reading; or

reject the Zoning Ordinance and direct staff to prepare a Reasoned Statement of Relevant Criteria; or take such other action deemed appropriate.

Ray introduced the item as written above and described the neighborhood.

Paul Clark (Moscow), represents the applicant, Fosberg Manor LLC. The intent is to sell the house on the corner and the pasture will remain as it's in a conservation easement.

Mayor Bettge opened the public hearing at 7:06 p.m. Hearing no public testimony, Mayor Bettge closed the public hearing at 7:07 p.m.

Kelly moved, Zabala seconded to approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Bettge read Ordinance 2022-06 by title:

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ZONING OF AN APPROXIMATELY FOUR (4) ACRE PROPERTY, DESCRIBED IN SECTION 1, AS MODERATE DENSITY SINGLE FAMILY RESIDENTIAL (R-2); 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.

6. 2022 Moscow Farmers Market Handbook (ACTION ITEM) - Amanda Argona

In 2018, the Moscow Farmers Market implemented the first iteration of the Moscow Farmers Market Handbook. The Handbook is an expanded policy document meant to provide clarity and serve as a resource for anyone seeking information on the Market, as well as hold Market participants accountable for operating procedures. At the end of each season, the policies that make up the Handbook are considered in depth by staff and the Farmers Market Commission. The Commission reviewed the proposed changes to the Handbook on February 1, 2022, and unanimously accepted three of the four changes for approval and adoption by the Council for the 2022 Market Season. This was reviewed by the Public Works/Finance Committee on February 22, 2022 and recommended for approval to the full Council.

PROPOSED ACTIONS: Approve the 2022 Moscow Farmers Market Handbook and associated resolution; or take other action deemed appropriate.

Argona introduced the item as written above. Proposed changes include eliminating redundancy, clarifying policies, defining vendor eligibility, vendor operating policies, site visits, food safety, and public health violations. Production and location rule of 200 air miles was reviewed but remains unchanged. Vendors must be in their assigned space and be unloaded by 7:30 a.m. and must have their tent(s) and booth(s) set-up by 8:00 a.m. Due to a couple public health issues, the Commission felt it necessary to make the purpose of site visits clearer. New vendors are eligible for Tier 1 or 2 packages and can ask to be promoted the following season.

Taruscio and Laflin commended the committee and Argona for their hard work on their handbook. Laflin was concerned about the 8:00 a.m. requirement. Argona explained it previously read by 7:30 a.m. and vehicles out a few minutes after. There are people milling about so driving those vehicles out is a safety hazard. Vendors can show up late but would then have to carry all their goods in because a vehicle is not allowed after 7:30 a.m. There is a penalty process for those that do not follow the rules or chronically late.

Argona replied to Parker's concerns regarding accommodations saying vendors are allowed to show up any time after 5:00 a.m. when the street closes. Vendors are also encouraged to think about how to pack up their booth and bring help if necessary.

Parker, any accommodations for vendors. vendors are allowed to show up at 5am or earlier. encourage vendors that need extra time to think about how to pack up a booth as they only have one hour. Staff has tried to create a volunteer program but the vendors seem to need consistent assistance. a few vendors do have a parking addition.

Taruscio moved to approve the 2022 Moscow Farmers Market Handbook and associated resolution. Laflin seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REPORTS

City Council

Historic Preservation Commission – Kelly reported the Commission had a presentation on part of the U of I as a possible historic neighborhood; discussed a possible historic district on the east end of Sixth and Seventh Streets.

Moscow Tree Commission – Taruscio said the Commission talked about the seedlings for Arbor Day; David Rauk wrote a synopsis on downtown trees and replacement of them; Tuesday April 26 is Arbor Day.

Palouse Basin Aquifer Committee subcommittee – Taruscio said advertising for the executive director job began on Friday.

Parks and Recreation Commission – Zabala said the Commission settled on the company for the Milton Arthur Park playground equipment.

Clearwater Economic Development Association – Parker said they are working on grants, programs for workforce training, and selling building in Alturas Park.

Fair and Affordable Housing Commission – Parker reported the Commission received the Palouse Prairie report which contained 14 different ideas to help with affordable housing. The Commission will be tabling on March 10 at Latah health fair.

Other events were also reported on.

Mayor

Mayor Bettge said he delivered the State of the City address. The Airport Board is waiting on bids for structural steel and cost estimates for the terminal. The climate action plan is on the city website with an April 25 Council workshop scheduled to discuss the plan and how to move forward. The Town and Gown event was held.

Staff

No report.

ADJOURN

It was moved, seconded and mutually agreed upon to adjourn at 7:36 p.m.

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

CITY COUNCIL STAFF REPORT

DATE: Monday, March 21, 2022



AGENDA ITEM TITLE

AT&T Wireless Communications Lease Agreement Renewal - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Supervisor

REVIEWED BY

Legal Department and Public Works/Finance Committee

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

In August of 2003, the City entered into a wireless communications facility lease agreement with Cingular Wireless to install wireless communications equipment on the City's Residence Street water reservoir. The lease agreement has been amended five times to accommodate minor alterations and additional antennas and equipment at the site. New Cingular Wireless (the current business name) has approached the City with a request to revise the agreement to update the annual monetary fee, establish a 3% annual escalator and extend the term for five years beginning in August 2023. Staff and New Cingular have prepared the agreement amendment for the Council's consideration.

STAFF RECOMMENDATION

Approve the AT&T agreement amendment.

PROPOSED ACTIONS

ACTION: Approve the AT&T agreement amendment.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Moscow - ATT 6th Amendment_2022_final

SIXTH AMENDMENT TO WIRELESS COMMUNICATION FACILITY AGREEMENT

THIS SIXTH AMENDMENT TO WIRELESS COMMUNICATION FACILITY AGREEMENT (“Sixth Amendment”), dated as of the latter of the signature dates below, is by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (“CITY”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, Georgia, 30319 (“AT&T MOBILITY”).

WHEREAS, CITY and AT&T MOBILITY entered into a Wireless Communication Facility Agreement dated August 4, 2003, said Agreement was amended as follows:

“Amendment to Lease” dated August 26, 2003,

“Second Amendment to Wireless Communication Facility Agreement” dated May 28, 2013,

“Third Amendment to Wireless Communication Facility Agreement” dated March 22, 2016,

“Fourth Amendment to Wireless Communication Facility Agreement” dated November 7, 2017

“Fifth Amendment to Wireless Communication Facility Agreement” dated September 27, 2021 (collectively the "Agreement"), whereby CITY leased to AT&T MOBILITY certain premises, therein described, that are a portion of the Property located at 608 Residence Street, Moscow, Idaho, 83843; and

WHEREAS, CITY and AT&T MOBILITY, in their mutual interest, wish to amend the Agreement to extend the term of the Agreement; and

WHEREAS, CITY and AT&T MOBILITY, desire to adjust the annual monetary fee as set out herein in conjunction with this Sixth Amendment; and

WHEREAS, CITY and AT&T MOBILITY, wish to amend the Agreement to permit CITY to require the possible relocation of the Wireless Communication Facility (WCF); and

WHEREAS, CITY and AT&T MOBILITY, wish to amend the Agreement as set forth below accordingly;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY and AT&T MOBILITY agree as follows:

1. **Renewal Term:** Parties agree to renew the term of the Agreement for an additional 5-year period beginning August 18, 2023 (“Renewal Term”).

2. **Annual Monetary Fee.** The Annual Monetary Fee, as established by the prior amendments referenced herein, is currently Twenty-Three Thousand Three Hundred Sixteen Dollars and Seventy-Five Cents (\$23,316.75). Commencing the first day of the Renewal Term (August 18, 2023), the annual monetary fee shall be increased by three percent (3%) and will continuously be increased by three percent (3%) upon August 18th of each year of the Renewal Term, subject to further adjustments as provided in the Agreement. The Annual Monetary Fee schedule with the

three percent (3%) increase will be as follows:

August 18, 2023 \$24,016.25
August 18, 2024 \$24,736.74
August 18, 2025 \$25,478.84
August 18, 2026 \$26,243.21
August 18, 2027 \$27,030.50

3. **Relocation.** If it is determined that the water tower must be removed, the CITY agrees to give AT&T MOBILITY no less than 18 months to secure an adequate relocation site for movement of the WCF.

4. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Sixth Amendment, the terms of this Sixth Amendment shall control. Except as expressly set forth in this Sixth Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Sixth Amendment.

5. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Sixth Amendment to be effective as of the last date written below.

AT&T MOBILITY:
New Cingular Wireless PCS, LLC
A Delaware limited liability company

CITY:
City of Moscow, Idaho

By: AT&T Mobility Corporation
Its: Manager

By: _____

Bill Lambert, Mayor

Its: _____

Date: _____

Date: _____

ATTEST:

Laurie M. Hopkins, City Clerk

AT&T MOBILITY ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
COUNTY OF)

This instrument was acknowledged before me on _____, 2022, by _____, as _____ of AT&T Mobility Corporation.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Oregon
My commission expires: _____

CITY COUNCIL STAFF REPORT

DATE: Monday, March 21, 2022



AGENDA ITEM TITLE

Disbursement Report February 2022 - Sarah Banks

RESPONSIBLE STAFF

Sarah Banks, Finance Director

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

Accounts Payable Report for the month ending February 28, 2022. A summary of the major expenditures has been approximated by category and represents 95% of the total expenditure of \$2,853,564.79

Payroll	\$1,172,118.00
Professional Services	\$140,049.00
Sanitation	\$309,412.00
Capital Outlay	\$104,329.00
Capital Outlay-Improvements	\$25,233.00
Capital Outlay-Buildings	\$7,500.00
Capital Outlay-Vehicles	\$498,876.00
Supplies	\$101,403.00
Utilities	\$90,099.00
Contractual Payments	\$215,945.00
ACH Wells Fargo	\$46,342.00
ACH's	\$1,300.00
Total	\$2,712,606.00

STAFF RECOMMENDATION

Receive the Disbursements Report for the month of February 2022.

PROPOSED ACTIONS

ACTION: Receive the Disbursements Report for the month of February 2022.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Disbursement Report for February 2022
2. February 2022 Revenue Report
3. Cash & Investments February 22
4. Major Expenditures Report for February 2022

DISBURSEMENTS REPORT FOR FEBRUARY 2022												
DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
BATCH #		2/3/2022	2/10/2022	2/10/2022	2/17/2022	2/24/2022	2/16/2022 2/26/2022	2/11/2022 2/24/2022	2/9/2022 2/10/2022	2/11/2022	2/25/2022	
CHECK #'s		AP 2.4.2022	AP 2.11.2022	AP 2.11.2022	AP 2.18.2022	AP 2.25.2022	AP 2.16.2022 AP 2.26.2022	AP 2.11.2022 AP 2.25.2022	AP 2.9.2022 AP 2.10.2022	ID31	ID32	
Fund #		100605-100706	100707-100794	100795-100797	100798-100863	100864-100926	February's CC ACH's	February's ACH's	100657 100762,100795	21520-21521	21522-21524	
101	GENERAL	61,773.28	25,510.19	701.73	70,485.07	28,080.24	18,726.21		(1,764.80)	369,150.34	353,846.38	926,508.64
105	STREETS	1,277.82	32,796.19	9.49	33,161.58	4,930.81	57.29		(9.49)	24,210.16	34,742.30	131,176.15
120	RECREATION AND CULTURE	9,668.03	14,561.67	495.08	32,991.18	3,810.75	6,047.82		(428.78)	57,886.60	57,668.61	182,700.96
121	MSD COMM. PLAY FIELDS	725.66	37.44							2,362.61	2,329.97	5,455.68
123	1912 CENTER		10,750.00									10,750.00
128	TRANSIT CENTER	1,117.09	286.32		33.93		255.76					1,693.10
220	WATER	12,123.71	33,138.12	614.21	81,396.29	2,322.04	2,652.35		(614.21)	47,917.32	48,656.19	228,206.02
230	SEWER	14,154.52	51,521.01		20,159.24	15,323.36	4,478.99	18,131.38		46,106.82	44,681.36	214,556.68
235	STORMWATER	52.25	538.12		1,765.42	685.05	619.00			8,535.65	8,552.72	20,748.21
240	SANITATION	11.13	89,498.62		1,052.82		188.66	202,166.19		7,377.00	7,476.44	307,770.86
290	FLEET	10,366.46	47,479.49		2,799.19	500,068.01	1,752.13			12,135.86	12,267.53	586,868.67
295	INFORMATION SYSTEMS	55,514.30	9,118.05		19,379.39		5,045.55			13,148.89	13,065.26	115,271.44
320	WATER CAPITAL PROJECTS	3,994.14			473.23	32,568.79						37,036.16
330	SEWER CAPITAL PROJECTS	2,000.00				460.18						2,460.18
335	STORMWATER CAPITAL PROJECTS		7,190.61	96.91	4,865.32				(1,459.50)			10,693.34
340	SANITATION CAPITAL PROJ											0.00
350	CAPITAL PROJECTS	8,112.15	404.94	399.82	35,757.43	19,575.84	6,518.34	1,300.00	(399.82)			71,668.70
355	LID CONSTRUCTION											0.00
380	HAMILTON - PARKS & REC											0.00
590	BONDS & INTEREST											0.00
	TOTAL	180,890.54	322,830.77	2,317.24	304,320.09	607,825.07	46,342.10	221,597.57	(4,676.60)	588,831.25	583,286.76	2,853,564.79

WIRE Transfers:

_____Maureen Lafin

_____Gina Taruscio

_____Hailey Lewis

_____Sarah L. Banks, Finance Director

RECEIPTS REPORT FOR FEBRUARY 2022

RECEIPTS REPORT FOR FEBRUARY 2022												
Fund #	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
101	GENERAL	155,796.04	132,148.26	103,162.49	0.00	138,306.91	11,894.46	23,685.39	157,317.85	0.00	4,477.67	726,789.07
105	STREETS	20,354.40	0.00	0.00	0.00	25,163.33	0.00	0.00	0.00	0.00	0.00	45,517.73
120	RECREATION AND CULTURE	0.00	0.00	50.00	0.00	14,294.75	0.00	0.00	256.87	0.00	-0.31	14,601.31
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	5,721.92	0.00	0.00	0.00	0.00	0.00	0.00	5,721.92
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	1,510.82	0.00	0.00	0.00	0.00	0.00	1,510.82
220	WATER	0.00	0.00	0.00	0.00	498,809.06	0.00	623.41	357.44	0.00	0.00	499,789.91
230	SEWER	0.00	0.00	0.00	0.00	607,448.01	0.00	277.56	959.44	0.00	0.00	608,685.01
235	STORMWATER	0.00	0.00	0.00	0.00	48,327.95	0.00	0.00	0.00	0.00	0.00	48,327.95
240	SANITATION	0.00	0.00	0.00	0.00	476,749.00	0.00	0.00	0.00	0.00	0.00	476,749.00
290	FLEET	0.00	0.00	0.00	0.00	74,124.58	0.00	0.00	0.00	0.00	0.00	74,124.58
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	118,153.00	0.00	0.00	0.00	0.00	0.00	118,153.00
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	775.49	0.00	500.00	0.00	1,275.49
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	207.22	0.00	0.00	0.00	207.22
590	BOND & INTEREST	24,778.61	0.00	0.00	0.00	0.00	0.00	12.84	0.00	0.00	0.00	24,791.45
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL		200,929.05	132,148.26	103,212.49	5,721.92	2,002,887.41	11,894.46	25,581.91	158,891.60	500.00	4,477.36	2,646,244.46

City of Moscow
Cash and Investments
Balances as of 2/28/2022

Fund		Year to Date Balance
General Fund	\$	8,681,589.03
Street Fund	\$	2,499,314.21
Culture & Recreation	\$	1,288,863.20
MSDCPF	\$	206,864.43
1912 Fund	\$	58,845.54
Transit Center	\$	112,393.62
Water Fund	\$	2,679,055.50
Sewer / WRRF	\$	3,620,393.76
Stormwater	\$	(112,077.31)
Sanitation Fund	\$	3,210,521.25
Fleet Fund	\$	5,781,350.17
Information Systems	\$	4,895,566.39
Water Capital	\$	7,098,271.58
Sewer Capital	\$	15,985,379.73
Stormwater Capital	\$	415,219.99
Capital Projects	\$	5,429,703.02
Sanitation Capital	\$	6,927,325.88
LID construction	\$	26,640.27
Hamilton	\$	1,799,423.13
Bond & Interest	\$	856,557.06
LID Funds	\$	35,611.11
Payroll Service	\$	1,169,452.15
Total Cash & Investments	\$	72,666,263.71

<u>Sanitation</u>		<u>Utilities</u>			
Finley Buttes Landfill	\$	89,114.44	Avista Utilities	\$	90,099.34
Garbage			January 2022		
Latah Sanitation (ACH Payment)	\$	220,297.57		\$	90,099.34
	\$	309,412.01			
			<u>Payroll</u>		\$ 1,172,118.01
			<u>Contractual Payments</u>		
			Heart of the Arts	\$	10,750.00
			Humane Society of the Palouse	\$	4,434.67
			Milcor, Inc.	\$	6,696.00
			Infosend, Inc.	\$	3,475.19
			City of Pullman	\$	32,013.00
			HRA VEBa Trust	\$	87,726.99
			BS&A Software	\$	32,890.00
			Oxygen Forensics, Inc.	\$	2,899.00
			CurrentWare, Inc.	\$	3,588.75
			Day Wireless Systems	\$	6,956.89
			Palouse Trail Committee	\$	10,000.00
			American Building Maintenance Co.	\$	6,306.39
			Robin Woods - Property taxes for Annex	\$	8,207.78
					\$ 215,944.66
			<u>ACH Wells Fargo</u>		
			Commercial Card Expense- January 31st	\$	11,638.76
			Commercial Card Expense- February 11th	\$	16,252.08
			Commercial Card Expense- February 18th	\$	10,615.42
			Commercial Card Expense- February 26th	\$	7,835.84
					\$ 46,342.10
			<u>ACH's</u>		
			LCA Architects, P.A.	\$	1,300.00
			Police Services Facility Design Services-January 2022		
					\$ 1,300.00
			<u>Capital Outlay- Improvements</u>		
			Welch-Comer Engineers	\$	8,000.00
			Lilly Street Reconstruction		
			Panhandle Escrow Company	\$	4,800.00
			KN22402 City of Moscow Wetland Credit		
			HMH Engineering	\$	4,533.34
			Public Avenue corridor safety improvements		
			Roach Consturction Co.	\$	7,900.00
			I & I Pipe patching		
					\$ 25,233.34
					\$ 498,876.00
			<u>Capital Outlay-Buildings</u>		
			Wellens Farwell Inc.	\$	2,850.00
			Moscow PD Oxarc Inspection Services		
			Williams & Son's Construction	\$	4,650.00
				\$	7,500.00
			<u>Capital Outlay-Vehicles</u>		
			Enviro-Clean Equipment, Inc.	\$	498,876.00
			New Vac-Con for Storm #2-80 (Vin #1FVHG3FM5NHNF0636)		
				\$	25,233.34
				\$	498,876.00
			<u>Capital Outlay- Vehicles</u>		
			Enviro-Clean Equipment, Inc.	\$	498,876.00
			New Vac-Con for Storm #2-80 (Vin #1FVHG3FM5NHNF0636)		
				\$	25,233.34
				\$	498,876.00
			<u>Capital Outlay- Vehicles</u>		
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			Enviro-Clean Equipment, Inc.	\$	498,876.00
			New Vac-Con for Storm #2-80 (Vin #1FVHG3FM5NHNF0636)		
				\$	25,233.34
				\$	498,876.00
			<u>Capital Outlay- Vehicles</u>		
			Enviro-Clean Equipment, Inc.	\$	498,876.00
			New Vac-Con for Storm #2-80 (Vin #1FVHG3FM5NHNF0636)		
				\$	25,233.34
				\$	498,876.00
			<u>Capital Outlay- Vehicles</u>		
			Enviro-Clean Equipment, Inc.	\$	498,876.00
			New Vac-Con for Storm #2-80 (Vin #1FVHG3FM5NHNF0636)		
				\$	25,233.34
				\$	498,876.00
			<u>Capital Outlay- Vehicles</u>		
			Enviro-Clean Equipment, Inc.	\$	498,876.00
			New Vac-Con for Storm #2-80 (Vin #1FVHG3FM5		

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CITY COUNCIL STAFF REPORT

DATE: Monday, March 21, 2022



AGENDA ITEM TITLE

Fourth Quarter Financial Report July 1, 2021 to September 30, 2021 for FY2021 - Sarah Banks

RESPONSIBLE STAFF

Sarah Banks, Finance Director

REVIEWED BY

Public Works / Finance Committee

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

Staff presented the financial report for the fourth quarter of Fiscal Year 2021 (July 1, 2021 to September 30, 2021) to Public Works / Finance Committee on March 14, 2022. The Committee received the report.

STAFF RECOMMENDATION

Receive the FY2021 Fourth Quarter Report.

PROPOSED ACTIONS

ACTION: Receive the FY2021 Fourth Quarter Report.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. FY21 4th Qtr Financials - Council
2. FY21 4th Qtr Financials - Summary

City of Moscow
QUARTERLY FINANCIAL REPORT
Budget For Fiscal Year Ending 9/30/2021
SUMMARY FINANCIAL REPORT BY FUND - BUDGET AND ACTUAL

Fund	Original Budget	Final Budget	September-21 YTD	Percent of Year 100% Budget to Actual To Date
General Fund Revenues	16,942,594	21,400,660	19,221,647	89.82%
Salaries & Benefits	9,089,595	13,197,661	8,867,879	67.19%
Operations	3,966,954	4,316,954	3,502,961	81.14%
Capital Outlay	0	0	18,775	0.00%
Transfers	3,886,045	3,886,045	5,580,179	143.60%
Total General Fund Expenditures	16,942,594	21,400,660	17,969,794	83.97%
Street Department Revenues	2,956,724	2,956,724	3,561,791	120.46%
Salaries & Benefits	925,850	925,850	737,812	79.69%
Operations	1,080,404	1,080,404	1,068,795	98.93%
Capital Outlay	0	0	0	0.00%
Transfers	950,470	950,470	1,099,642	115.69%
Total Street Fund Expenditures	2,956,724	2,956,724	2,906,250	98.29%
Recreation & Culture Revenues	3,331,880	3,336,706	3,198,980	95.87%
Salaries & Benefits	2,132,838	2,132,838	1,687,856	79.14%
Operations	1,175,242	1,180,068	923,146	78.23%
Capital Outlay	0	0	0	0.00%
Debt Service	0	0	0	0.00%
Transfers	23,800	23,800	523,800	2200.84%
Total Parks & Rec Expenditures	3,331,880	3,336,706	3,134,802	94.09%
MSD Community Playfields Revenues	148,282	148,282	127,430	85.94%
Salaries & Benefits	73,078	73,078	48,210	65.97%
Operations	71,193	71,193	51,881	72.87%
Transfers	4,011	4,011	4,011	100.00%
Total MSD Community Playfields	148,282	148,282	104,102	70.21%
1912 Center Revenues	106,100	106,100	105,836	99.75%
Operations	106,100	106,100	102,034	96.17%
Capital Outlay	0	0	0	0.00%
Total 1912 Center Expenditures	106,100	106,100	102,034	96.17%
Transit Center Revenues	29,626	29,626	38,503	129.96%
Operations	29,626	29,626	21,837	73.71%
Total Transit Center Fund	29,626	29,626	21,837	73.71%
Water Fund Revenues	6,912,676	6,912,676	6,827,742	98.77%
Salaries & Benefits	1,401,007	1,401,007	1,308,749	93.41%
Operations	1,872,883	1,872,883	1,419,638	75.80%
Capital Outlay	90,000	90,000	117,015	130.02%
Debt Service	0	0	266,690	0.00%
Transfers	3,548,786	3,548,786	3,708,786	104.51%
Total Water Fund Expenditures	6,912,676	6,912,676	6,820,877	98.67%
Sewer Fund Revenues	9,296,006	9,296,006	8,579,218	92.29%
Salaries & Benefits	1,286,701	1,286,701	1,247,166	96.93%
Operations	2,372,961	2,372,961	1,993,950	84.03%

Capital Outlay	160,000	160,000	107,800	67.38%
Debt Service	1,113,346	1,113,346	1,099,295	98.74%
Transfers	4,362,998	4,362,998	4,762,998	109.17%
Total Sewer Fund Expenditures	9,296,006	9,296,006	9,211,209	99.09%
Sanitation Fund Revenues	6,377,084	6,377,084	6,465,069	101.38%
Salaries & Benefits	159,975	159,975	150,916	94.34%
Operations	4,785,178	4,785,178	4,609,243	96.32%
Capital Outlay	0	0	100,310	0.00%
Transfers	1,431,931	1,431,931	1,475,931	103.07%
Total Sanitation Fund	6,377,084	6,377,084	6,336,400	99.36%
Fleet Management Revenues	2,829,415	2,935,475	1,301,996	44.35%
Salaries & Benefits	326,450	326,450	320,196	98.08%
Operations	2,146,765	2,146,765	412,743	19.23%
Capital Outlay	343,800	449,860	322,338	71.65%
Debt Service	11,200	11,200	5,539	49.46%
Transfers	1,200	1,200	1,200	100.00%
Total Fleet Management Expenditures	2,829,415	2,935,475	1,062,016	36.18%
Information Systems	1,690,912	1,928,003	3,416,690	177.21%
Salaries & Benefits	559,374	559,374	520,784	93.10%
Operations	985,038	1,128,272	857,879	76.03%
Capital Outlay	146,500	240,357	154,574	64.31%
Transfers	0	0	0	0.00%
Total Information Systems Expenditures	1,690,912	1,928,003	1,533,237	79.52%
Revenue for Miscellaneous Funds				
Water Construction Fund	12,219,947	12,219,947	1,883,050	15.41%
Sewer Construction Fund	14,548,202	14,548,202	3,125,608	21.48%
Sanitation Construcion Fund	6,662,522	6,662,522	434,505	6.52%
Capital Projects Fund	10,750,618	10,750,618	2,358,827	21.94%
LID Construction Fund	29,166	29,166	160	0.55%
Hamilton P & R	227,700	227,700	9,909	4.35%
Bond & Interest Debt Service Fund	1,047,400	1,047,400	1,050,523	100.30%
LID Bonded Debt Service Fund	26,659	26,659	1,373	5.15%
Total Miscellaneous Fund Revenue	45,512,214	45,512,214	8,863,954	19.48%
Expenses for Miscellaneous Funds				
Water Construction Fund	12,219,947	12,219,947	3,661,840	29.97%
Sewer Construction Fund	14,548,202	14,548,202	1,001,985	6.89%
Sanitation Construcion Fund	6,662,522	6,662,522	3,467	0.05%
Capital Projects Fund	10,750,618	10,750,618	8,564,415	79.66%
LID Construction Fund	29,166	29,166	0	0.00%
Hamilton P & R	227,700	227,700	227,700	100.00%
Bond & Interest Debt Service Fund	1,047,400	1,047,400	1,043,257	99.60%
LID Bonded Debt Service Fund	26,659	26,659	0	0.00%
Total Miscellaneous Fund Expenses	45,512,214	45,512,214	14,502,663	31.87%
Total City Revenue (1)	96,133,513	100,939,556	61,708,856	61.13%
Total City Expenses	96,133,513	100,939,556	63,705,219	63.11%

Note: Citizens are invited to inspect the detailed supporting records of the above financial statements.

(1) Revenues do not include beginning fund balance as a resource available in this report

City of Moscow

QUARTERLY FINANCIAL REPORT

Budget For Fiscal Year Ending 9/30/2021

SUMMARY FINANCIAL REPORT BY FUND - BUDGET AND ACTUAL

	Original Budget	Final Budget	September-21 YTD	Percent of Year 100% Budget to Actual To Date
General Fund				
Revenues	16,942,594	21,400,660	19,221,647	89.82%
Salaries & Benefits	9,089,595	13,197,661	8,867,879	67.19%
Operations	3,966,954	4,316,954	3,502,961	81.14%
Capital Outlay	0	0	18,775	0.00%
Transfers	3,886,045	3,886,045	5,580,179	143.60%
Total General Fund Expenditures	16,942,594	21,400,660	17,969,794	83.97%
Bond & Interest Debt Service Revenue	1,074,059	1,074,059	1,051,895	97.94%
Bond & Interest Debt Service Expenditures	1,074,059	1,074,059	1,043,257	97.13%
Other Governmental Funds				
Revenues	6,572,612	6,577,438	7,032,539	106.92%
Salaries & Benefits	3,131,766	3,131,766	2,473,878	78.99%
Operations	2,462,565	2,467,391	2,167,692	87.85%
Capital Outlay	0	0	0	0.00%
Transfers	978,281	978,281	1,627,453	166.36%
Debt Service	0	0	0	0.00%
Total Other Governmental Expenditures	6,572,612	6,577,438	6,269,024	95.31%
All Capital Projects Funds				
Revenues	44,438,155	44,438,155	7,812,059	17.58%
Capital Outlay	44,438,155	44,438,155	13,459,406	30.29%
Total Capital Projects Expenditures	44,438,155	44,438,155	13,459,406	30.29%
Enterprise Funds				
Revenues	22,585,766	22,585,766	21,872,029	96.84%
Salaries & Benefits	2,847,683	2,847,683	2,706,830	95.05%
Operations	9,031,022	9,031,022	8,022,831	88.84%
Capital Outlay	250,000	250,000	325,125	130.05%
Debt Service	1,113,346	1,113,346	1,365,985	122.69%
Transfers	9,343,715	9,343,715	9,947,715	106.46%
Total Enterprise Fund Expenditures	22,585,766	22,585,766	22,368,486	99.04%
Internal Service Funds				
Revenues	4,520,327	4,863,478	4,718,686	97.02%
Salaries & Benefits	885,824	885,824	840,980	94.94%
Operations	3,131,803	3,275,037	1,270,621	38.80%
Capital Outlay	490,300	690,217	476,912	69.10%
Debt Service	11,200	11,200	5,539	49.46%
Transfers	1,200	1,200	1,200	100.00%
Total Fleet & IS Expenditures	4,520,327	4,863,478	2,595,253	53.36%
Total City Revenue (1)	96,133,513	100,939,556	61,708,856	61.13%
Total City Expenses	96,133,513	100,939,556	63,705,219	63.11%

Note: Citizens are invited to inspect the detailed supporting records of the above financial statements.

(1) Revenues do not include beginning fund balance as a resource available in this report

CITY COUNCIL STAFF REPORT

DATE: Monday, March 21, 2022



AGENDA ITEM TITLE

Consideration of the Milton Arthur Park Playground Equipment Purchase - David Schott

RESPONSIBLE REVIEWED BY STAFF

David Schott, The Parks and Recreation Commission considered and recommended approval of the Parks and Facilities Milton Arthur Playground equipment and rubber tile safety surfacing at their Manager February 24, 2022 meeting.
The Public Works / Finance Committee considered and recommended approval during their March 14, 2022 meeting.

ADDITIONAL OTHER RESOURCES PRESENTER(S)

DESCRIPTION

The Parks and Recreation Department is requesting authorization to purchase Miracle playground equipment and rubber tile safety surfacing at the cost of \$100,000 from Garrett and Company, Inc., DBA Garrett Parks and Play, for Milton Arthur Park. In addition, the Parks and Recreation Department is requesting an additional \$3,000 for materials and supplies for parks staff to install the playground equipment and rubber tile safety surfacing. If approved, the safety tiles and playground equipment will be installed in-house by parks crew certified installers. The playground equipment is intended for 2 to 12 year-old children. This project was approved in the FY2022 budget with the use of Hamilton Funds as required by Resolution 2017-07 which notes, "the City wishes to direct the remaining Hamilton Fund balance to be used in City Parkland Development for the purchase and installation of playground equipment and attendant pathways and access to such playgrounds in City Parks."

During the December 2, 2021 Parks and Recreation Commission meeting, the Palouse Prairie Charter School third grade class presented the results and made recommendations based on a questionnaire they developed. They gathered input on what kids wanted in their playground at Milton Arthur Park. These recommendations plus the comments from the Parks and Recreation Commission were incorporated into the Request for Proposals (RFP). The RFP was issued via the City website and emailed directly to nine (9) regional playground suppliers. Each supplier had the option to submit two (2) separate proposals. The City received nine (9) proposals; however, two were considered non-responsive after City staff review.

On January 22, 2022, the Parks and Recreation Commission reviewed the seven (7) remaining responsive proposals and authorized public voting. The City received 574 votes, 444 online and 130 paper ballots. The Miracle playground equipment submitted by Garrett and Company received 254 total votes or 44% of the total votes. The Parks and Recreation Commission considered the public voting on February 24, 2022 and recommended approval to purchase the Miracle playground equipment in the amount of \$100,000.

STAFF RECOMMENDATION

Recommend approval of the purchase of Miracle playground equipment and rubber tile safety surfacing at the cost of \$100,000 from Garrett and Company, Inc. DBA Garrett Parks and Play for Milton Arthur

Park and an additional \$3,000 for materials and supplies for parks staff to install the playground equipment and rubber tile safety surfacing with funding from the Hamilton Fund.

PROPOSED ACTIONS

ACTION: Approve the purchase of Miracle playground equipment and rubber tile safety surfacing at the cost of \$100,000 from Garrett and Company, Inc., DBA Garrett Parks and Play, for Milton Arthur Park and an additional \$3,000 for materials and supplies for parks staff to install the playground equipment and rubber tile safety surfacing with funding from the Hamilton Fund.

FISCAL IMPACT

The funding source is the Hamilton Fund, and was approved through the FY2022 budget. The budgetary line item for expenses is Parks & Recreation Parks Capital Expense 350-165-770-76.

PERSONNEL IMPACT

ATTACHMENTS

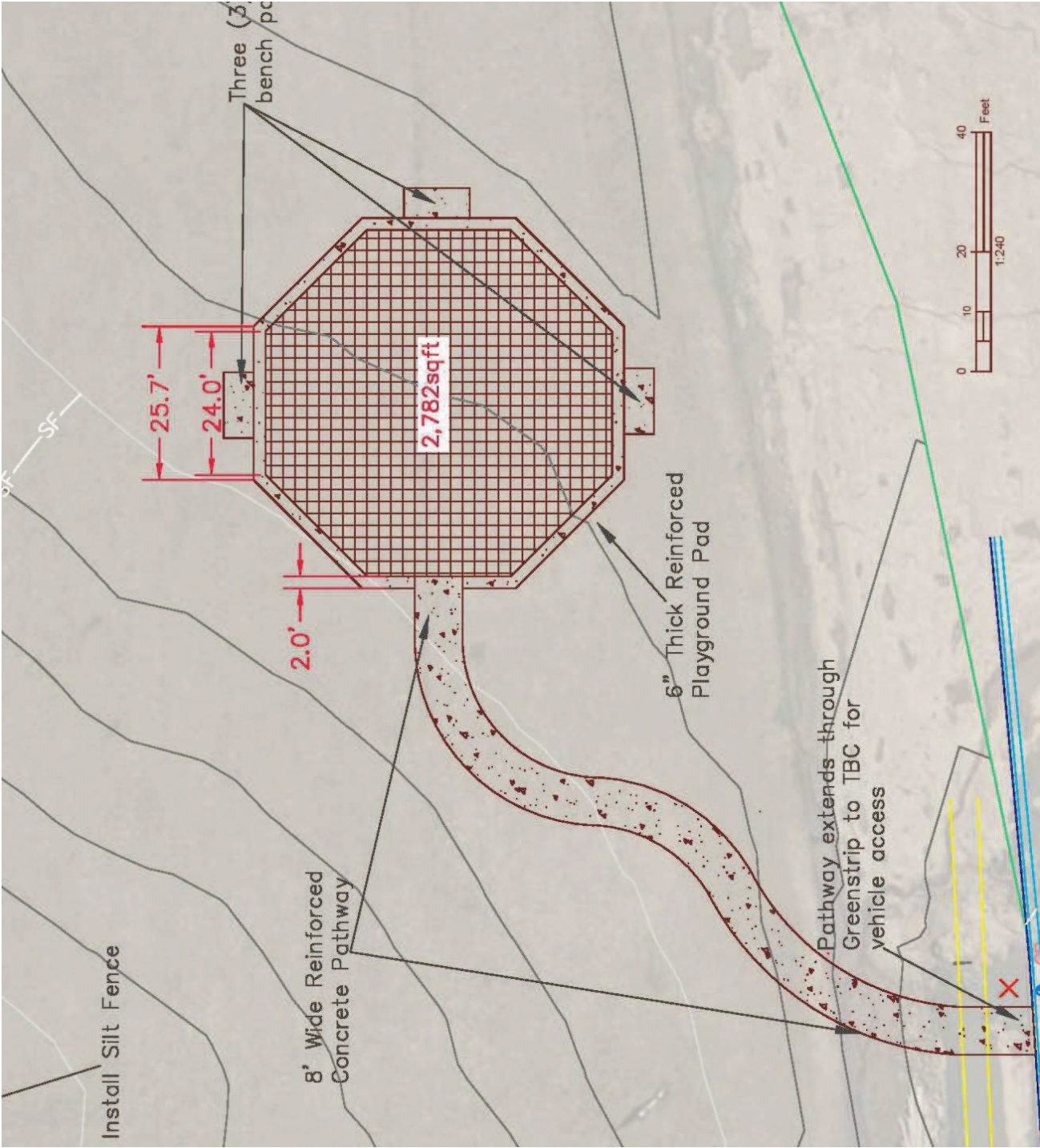
1. 02.18.22 Public Voting Results - Milton Arthur Park
2. Presentation Board - Miracle - Garrett and Company
3. Garrett and Company RFP Fee-Proposal

Milton Arthur Park Playground Voting Results 02.18.22

Option	Brand	Company	Online	Paper Ballot	Total
Option #1	Burke	Buell Recreation	58	36	94
Option #2	Burke	Buell Recreation	19	4	23
Option #3	Berliner	Allplay Systems	28	5	33
Option #4	Berliner	Allplay Systems	1	0	1
Option #5	Landscape Structures	Play Creation	134	8	142
Option #6	Miracle	Garrett and Company	181	73	254
Option #7	Miracle	Garrett and Company	23	4	27
		TOTAL VOTES:	444	130	574



garrett
PARKS+PLAY



MILTON ARTHUR PARK PLAYGROUND

City of Moscow, Idaho

garrett
PARKS+PLAY



Dear City of Moscow,

Thank you for the opportunity to provide a proposal for the **Milton Arthur Park Playground** project for your city.

As one of Utah and Idaho's premier commercial recreation equipment providers, Garrett Parks + Play is pleased to present a playground that will promote **meaningful, accessible interaction** and **delight** children while providing a safe, comfortable, and highly visible environment.

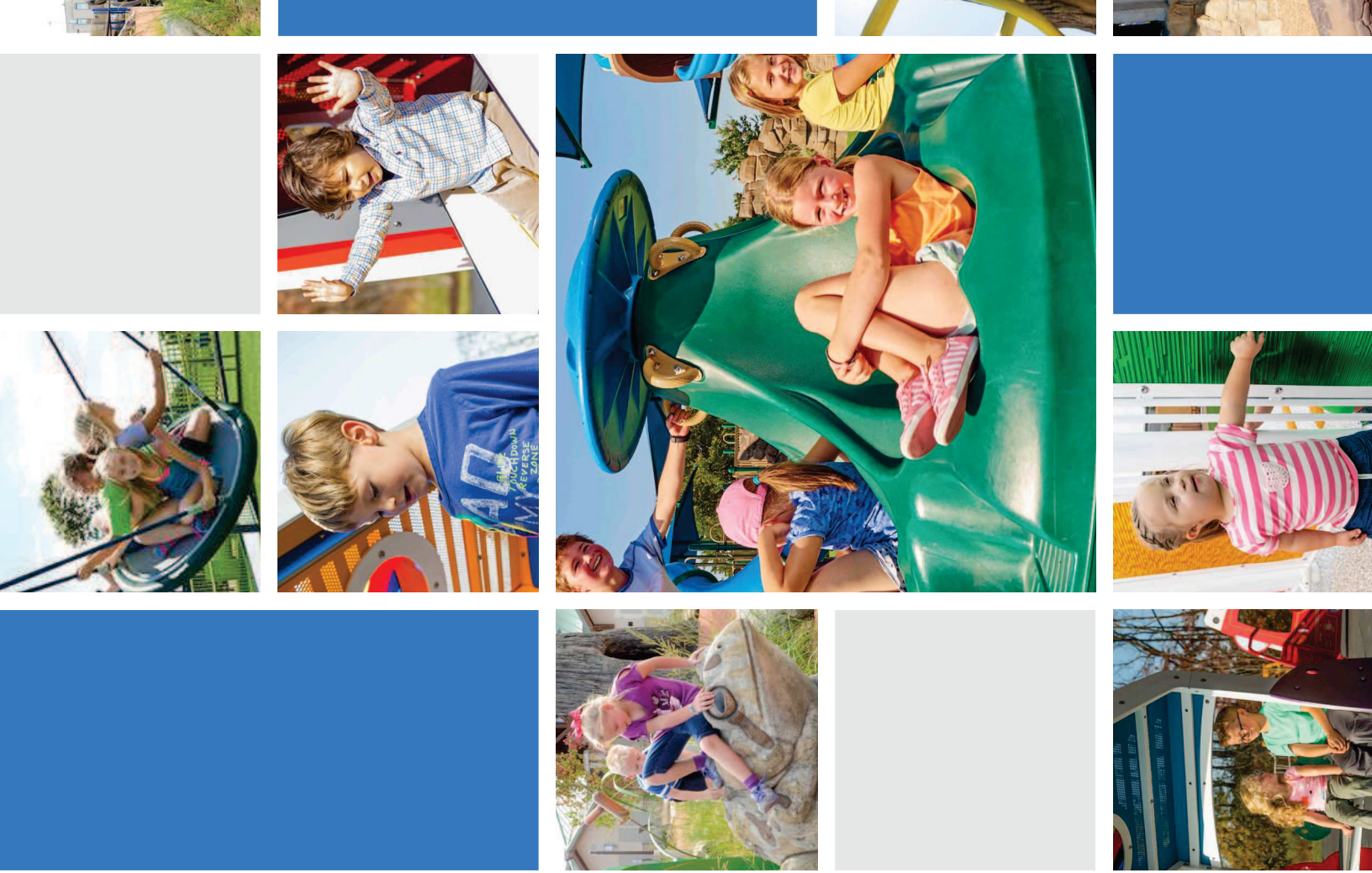
In the following pages you will find information regarding our company, suppliers, renders, and other resources. Concept 1 has been custom-designed based on your request as well as feedback from our best-in-class suppliers.

We appreciate your consideration and if selected, look forward to completing a successful project with the City of Moscow.

Sincerely,

Vern Darreth

garrett
PARKS + PLAY



WHO WE ARE

Garrett Parks + Play started life in 1989 as Garrett & Company, a small playground distributor. We've since grown into a full-service parks and recreation equipment contractor.

Over the last 30 years, we have partnered with municipalities, educational institutions and private developers across the Intermountain West to complete more than 2,000 projects, supplying everything from custom-designed destination playgrounds and surfacing to drinking fountains and steel shelters.

garrett
PARKS + PLAY



PROJECT TEAM

Vern Garrett
Project Management

Vern has more than 40 years of experience in the commercial recreation industry, 30 of which have been spent as head of Miracle Recreation's Intermountain West distributor.

Angela LeBaron
Design Lead

Angela has been playing on and designing playgrounds for years. As Vern's daughter, she grew up in the business and for the last 4 years has served as Garrett Parks + Play's lead designer.

Justin Bundy
Idaho Sales Manager / Site Supervisor

Justin has over 20 years of experience selling and installing playgrounds across the United States. As the Idaho Sales Manager, Justin serves customers throughout the state.

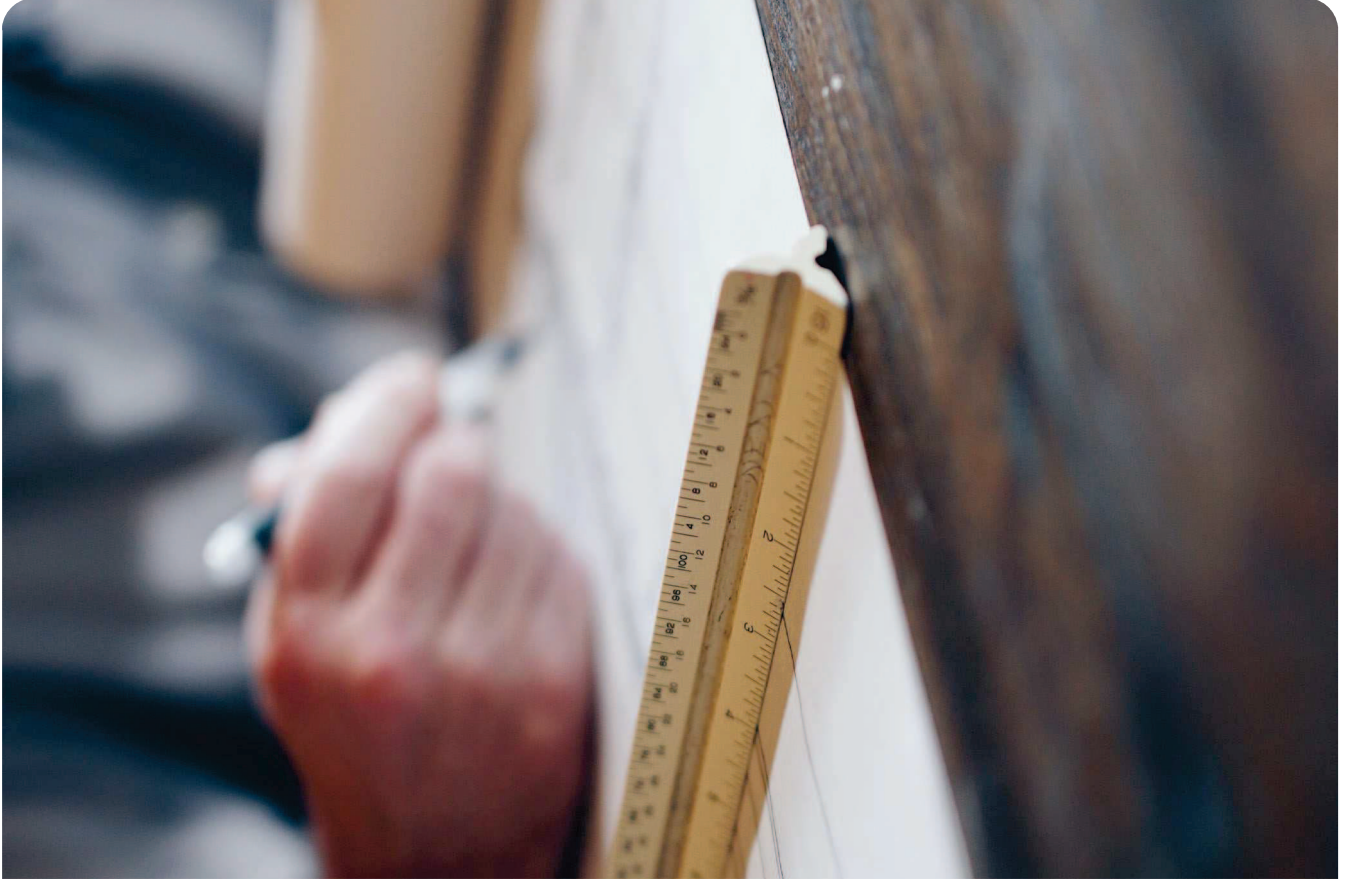
garrett
PARKS + PLAY



OUR APPROACH

Our **Plan to Play** methodology has helped hundreds of clients identify key recreation objectives and plan effectively by providing **fundraising assistance, design guidance and installation services**. It emphasizes transparency and accountability because we understand that everything—from designing inclusive and imaginative features to making sure milestones are met and budgets are protected—is critical to our clients' success.

Our history, expertise and scalability are our greatest assets because at Garrett Parks + Play we believe there are no small projects, only small ideas.



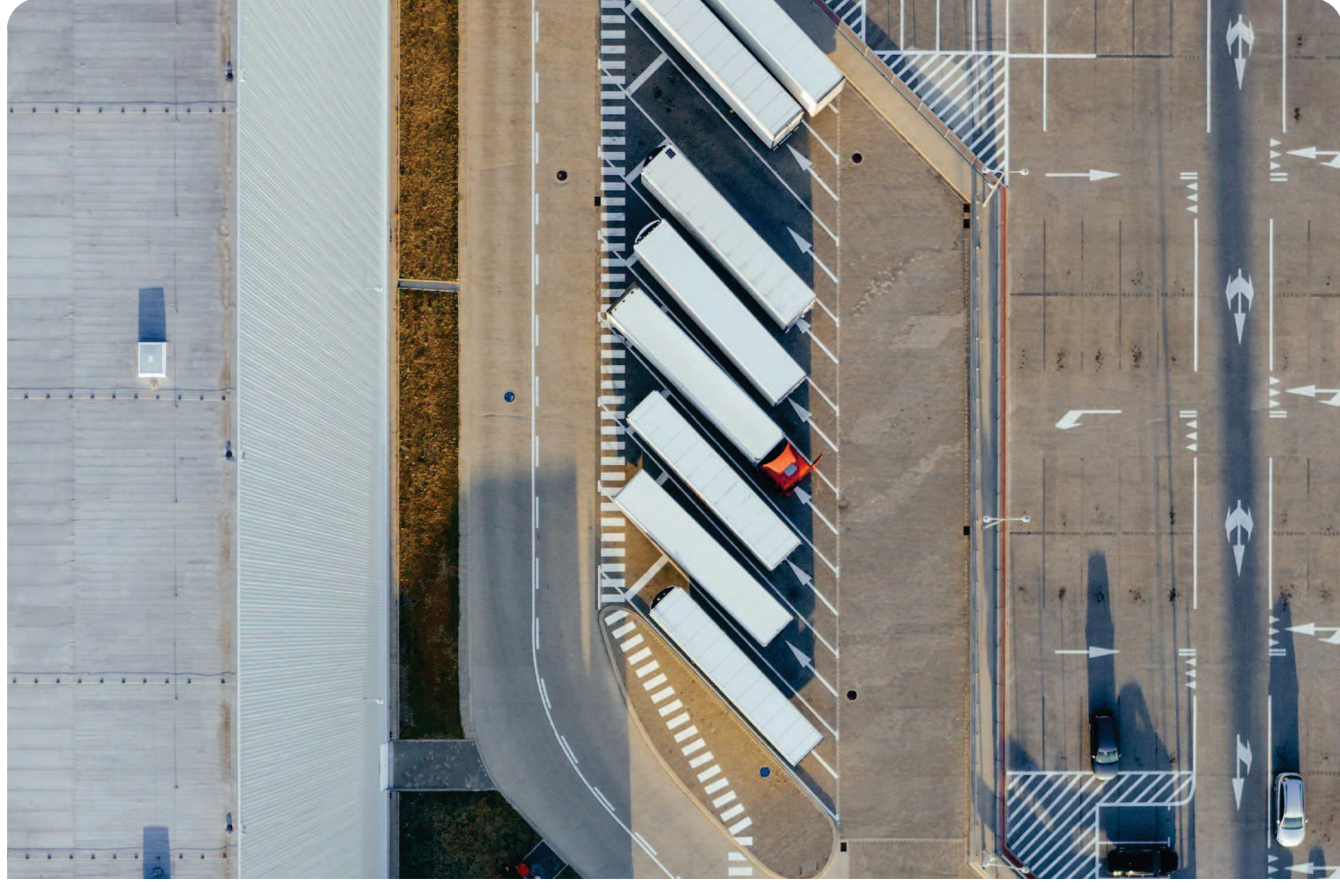
OUR SUPPLIERS

Garrett Parks + Play represents many different manufacturers across all segments of the recreational product industry. Our design and estimating team has selected components, amenities, and surfacing based on direction from the City of Moscow and feedback from our best-in-class suppliers.

Included in this proposal are products from the following manufacturers:

Miracle Recreation

Miracle playgrounds are designed to prepare children for their future. We believe that a lifetime of self-discovery, independence, and leadership begins on a playground—where children take perceived risks that challenge, transform, and invite them to see new perspectives.

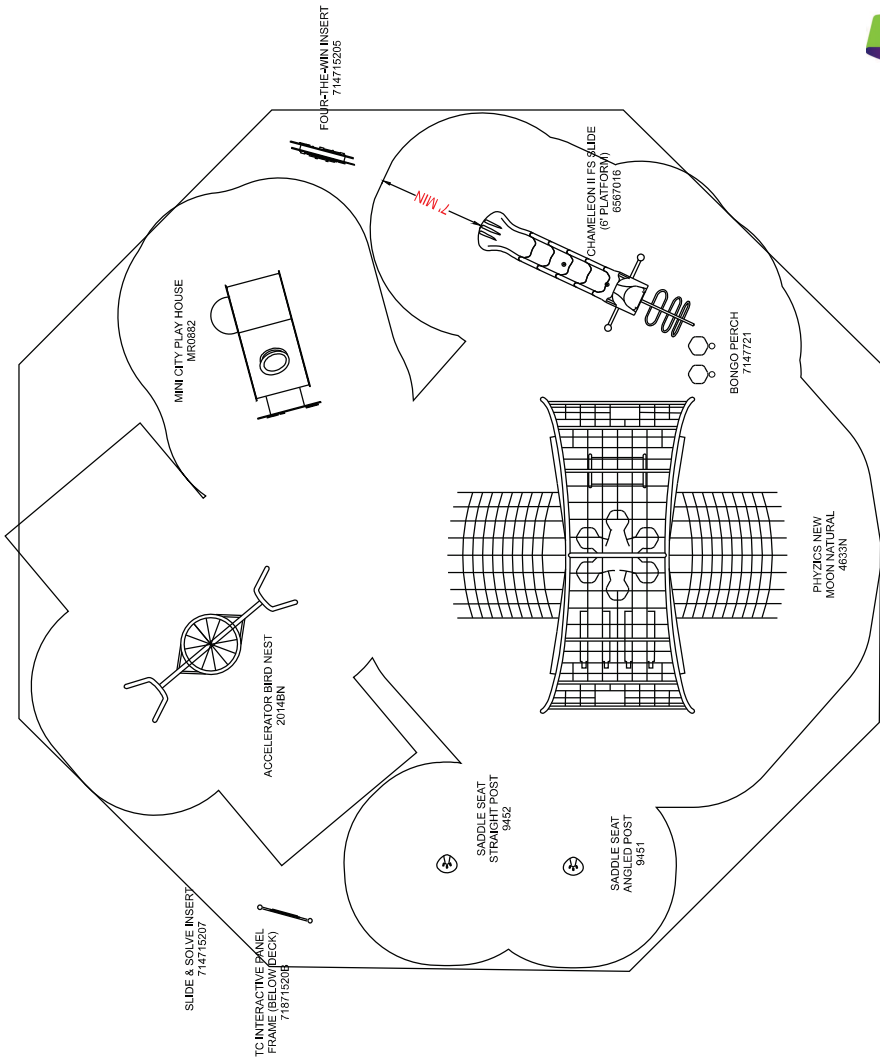




DESIGN CONCEPTS

Milton Arthur Park Option 1 Moscow, ID

FOR KIDS AGES
5-12
YEARS



GARRETT & COMPANY, INC.
850 Quaking Aspen Dr
Murray, UT
PHONE NO: (801) 265-8443
FAX NO: (801) 263-1254
GROUND SPACE: 53'-0" x 45'-0"
PROTECTIVE AREA: 58'-0" x 59'-0"
DRAWN BY: Angela LeBaron
DATE: 1/18/2022

R0032_44578573571
COMPLIES TO ASTM/CPSC

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS

To promote safe and proper equipment use by children, the manufacturer requires the installation of either a Miracle safety sign or other appropriate safety signage near each play system's main entry point(s) to inform parents and supervisors of the age appropriateness of the play system and general rules for safe play.



garrett
PARKS • PLAY

GARRETT PARKS
AND PLAY
1-800-748-4608
GARRETTPLAY.COM
PO BOX 57426
MURRAY, UT 84157

MILTON
ARTHUR PARK
PLAYGROUND

CONCEPT 1

RENDER 1



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GARRETT PARKS
AND PLAY
1-800-748-4608
GARRETTPLAY.COM
PO BOX 57426
MURRAY, UT 84157

MILTON
ARTHUR PARK
PLAYGROUND

CONCEPT 1

RENDER 2



garrett PARKS • PLAY	GARRETT PARKS AND PLAY 1-800-748-4608 GARRETTPLAY.COM PO BOX 57426 MURRAY, UT 84157		MILTON ARTHUR PARK PLAYGROUND	CONCEPT 1	RENDER 3
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garrett
PARKS • PLAY

GARRETT PARKS
AND PLAY

1-800-748-4608
GARRETTPLAY.COM

PO BOX 57426
MURRAY, UT 84157

MILTON
ARTHUR PARK
PLAYGROUND

CONCEPT 1

RENDER 4

By responding to this RFP, each respondent agrees that any finding by the City of Moscow of any fact in dispute with respect to this RFP or the responses thereto, shall be final and conclusive, except as provided herein.

**Milton Arthur Park
Playground Equipment and Rubber Tile Safety Surface System Project
City of Moscow
P O Box 9203 (Mailing Address)
650 North Van Buren Street (Shipping Address)
Moscow, Idaho 83843**

Following is my fee proposal for the City of Moscow's Milton Arthur Park Playground Equipment and Rubber Tile Safety Surface System Project:

Playground equipment with surface mount, where available:	<u>\$59,677.00</u>
Rubber tile safety surface system, entire play area Plus, six (6) extra interior tiles:	<u>\$40,323.00</u>
Please specify tile thickness:	<u>3.5-4"</u>
Playground equipment delivery charge:	<u>Included</u>
Safety surfacing delivery charge:	<u>Included</u>
Proposal Total:	<u>\$100,000.00</u>

1/24/2022
Date

Garrett and Company, Inc. DBA Garrett Parks and Play
Firm Name

PO Box 57426 Murray, UT 84157
Mailing Address

<u>Vern Garrett</u>	<u>(801) 265-8443</u>
Authorized Representative	Phone Number

vern@garrettplay.com
Email Address

Estimated delivery time from order date: 4-8 Months

Estimate



PROJECT	MILTON ARTHUR PARK-MOSCOW	DRAWING	N/A	ESTIMATE	22006-1
BILL TO	CITY OF MOSCOW	SHIP TO	DAVID SCHOTT	OPTION	1
	650 NORTH VAN BUREN STREE		1010 SUTTON STREET	DATE	1/19/2022
	MOSCOW, ID 83843		MOSCOW, ID 83843	EXPIRES	3/20/2022
	DSCHOTT@CI.MOSCOW.ID.US.		DSCHOTT@CI.MOSCOW.ID.US.		

ITEM	DESCRIPTION	QTY	AMOUNT
1001 PLAY STRUCTURE	PHYZICS NEW MOON	1.00	\$ 34,945.00
1003 FREESTANDING PLAY	MINI CITY PLAY HOUSE	1.00	\$ 7,818.00
1003 FREESTANDING PLAY	ACCELERATOR SWING BIRD NEST	1.00	\$ 7,054.00
1003 FREESTANDING PLAY	FREESTANDING CHAMELEON SLIDE	1.00	\$ 4,504.00
1003 FREESTANDING PLAY	MINI CITY SENSORY GARDEN (FOUR THE WIN INSERT)	1.00	\$ 1,972.00
1003 FREESTANDING PLAY	INTERACTIVE PANEL (SLIDE AND SOLVE INSERT)	1.00	\$ 1,623.00
1003 FREESTANDING PLAY	BONGO PERCH	2.00	\$ 401.00
1003 FREESTANDING PLAY	SADDLE SEAT SPINNERS (1 ANGLED, 1 STRAIGHT)	2.00	\$ 1,360.00
2004 OTHER SURFACING	(696) BOUNCE BACK PLAYGROUND TILE 3.5-4 INCH DEPTH, ANY COLOR, ADHESIVE	1.00	\$ 40,323.00
			\$ -
			\$ -
			\$ -
			\$ -

Thank You

Thank you for choosing Garrett Parks and Play for your recreation equipment needs. We sincerely appreciate your business!

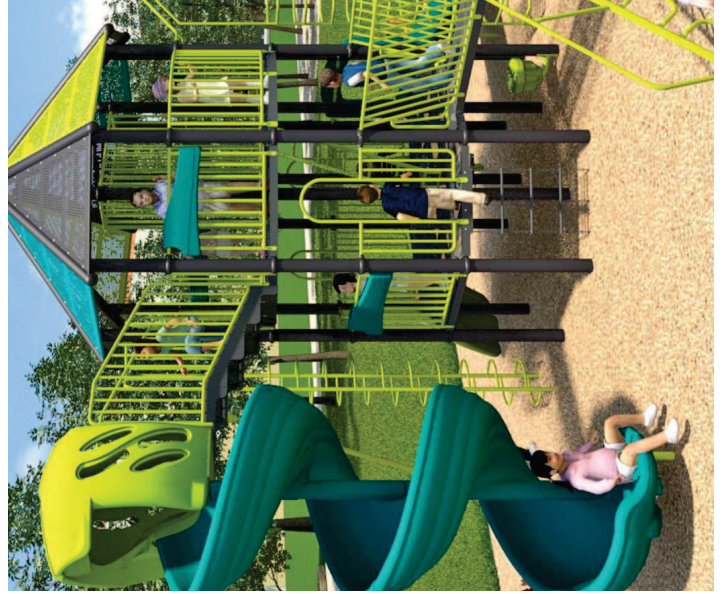
SUBTOTAL	\$ 100,000.00
SALES TAX	\$ -
OFFLOAD	\$ -
TOTAL	\$ 100,000.00



REFERENCE PROJECTS

MOON PARK

CUSTOMER FARMINGTON CITY
CONTACT COLBY THACKERAY
 (801) 451-2383
COMPLETED MARCH 2019
SIZE \$75,000.00



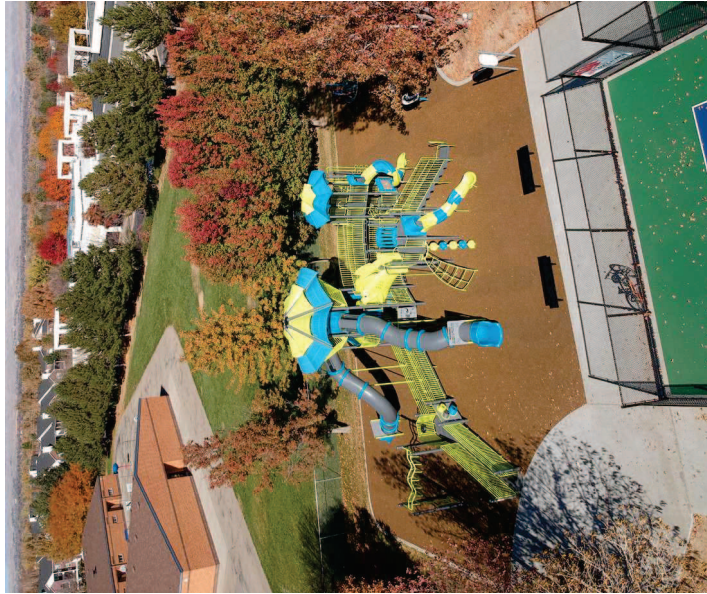
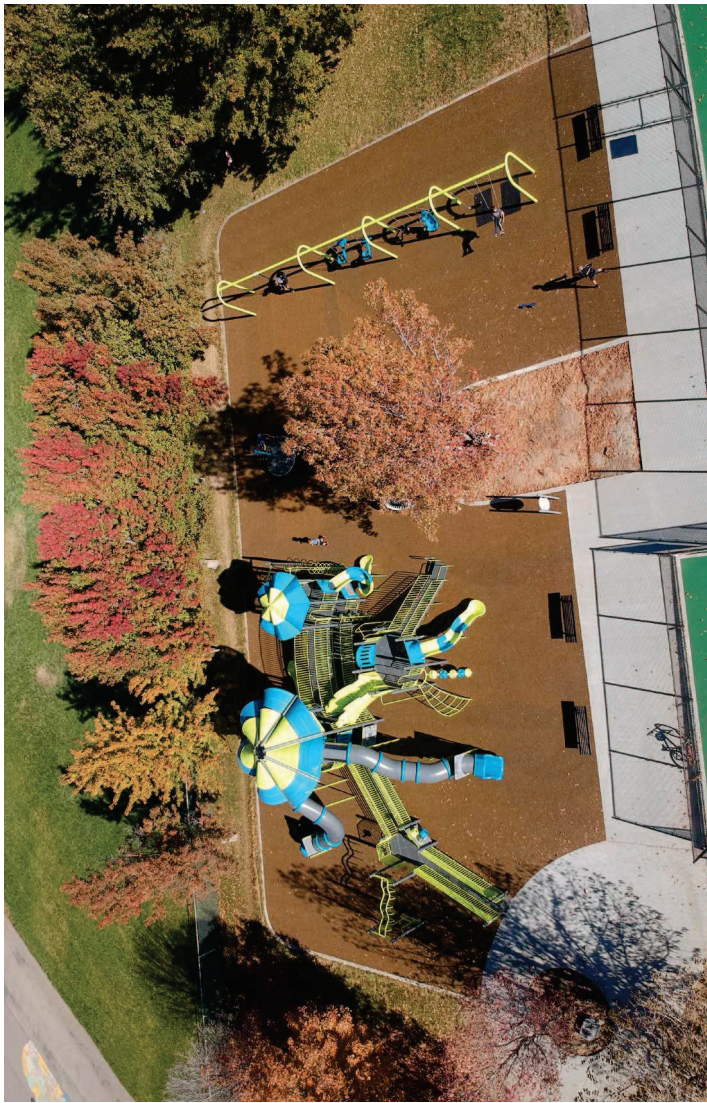
LEGACY FARMS PARK

CUSTOMER SPANISH FORK CITY
CONTACT BART MORRILL
801-804-4615
COMPLETED JULY 2021
SIZE \$118,000.00



HOBBLE CREEK PARK

CUSTOMER	BOISE CITY
CONTACT	WENDY LARIMORE (208) 409-4142
COMPLETED	FALL 2020
SIZE	\$225,000.00



CITY PARK

CUSTOMER SPANISH FORK CITY
CONTACT BILL BUSHMAN
(801) 804-4618
COMPLETED SUMMER 2021
SIZE \$180,000.00





WARRANTIES + SPECIFICATIONS



JUSTIN BUNDY CONSTRUCTION, INC.

PO BOX 806

MIDDLETON, ID 83644

WORKMANSHIP WARRANTY

PROJECT:

LOCATION:

OWNER:

GENERAL CONTRACTOR:

Justin Bundy Construction, Inc. ("JBC") warrants that all work performed in conjunction with the above-referenced project is in accordance with applicable Contract Documents and authorized modifications thereto, and will be free from defects due to workmanship for a period of two (2) years from the Date of Substantial Completion.

Should any defect develop during the warranty period due to improper workmanship, the defect, including adjacent work displaced, shall be made good by JBC at no additional expense to the Owner.

The Owner shall give JBC written notice of defective workmanship, but JBC will have no obligation under this warranty to repair defective work if materials or components are subjected to conditions which violate applicable supplier warranties. This warranty is limited to defects caused by workmanship. All defective products are still subject to applicable supplier warranty guidelines.



WARRANTY

Miracle Recreation Equipment Company warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

Buyer agrees that products sold by Miracle Recreation Equipment Company carry only the following warranties:

1. **LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT:** Aluminum deck posts, steel deck posts, VersaLok® fastening system, cast aluminum parts, and stainless steel hardware.
2. **LIMITED FIFTEEN (15) YEAR WARRANTY:** All rigid steel playground components, decks, steps, and weldments, rotationally molded and sheet plastic components, plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.
3. **LIMITED TEN (10) YEAR WARRANTY:** Fabric shade steel frames, Shadesure™ and Colourshade FR fabrics (Note Exception: Limited Five (5) Year Warranty on Shadesure™ fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)
4. **LIMITED EIGHT (8) YEAR WARRANTY:**
 - Fiberglass signage, accessible swing seats, precast PolyFiberCrete or precast concrete products.
 - Play Terrain Synthetic Turf safety surfacing against deterioration of specified attenuation performance and appearance.
 - Integrated shade fabric and components against rot, UV deterioration and defects in materials and workmanship (Note Exception: Limited Three (3) Year Warranty for fabric in shades of red).
5. **LIMITED FIVE (5) YEAR WARRANTY:**
 - Heavy duty diamond barrier mesh and Kidrox™ Climbing Rocks.
 - Mira-Therm™ PVC coating and PE coating against cracking or peeling.
 - Park and Site Amenities (i.e. benches, tables, trash receptacles, etc.).
 - GFRP (Glass Fiber Reinforced Polymer) Products.
 - Steel core cable nets and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or facing of cable coating).
6. **LIMITED THREE (3) YEAR WARRANTY:** Flexible belting, plastic border timbers and accessories, and electronic panel speakers, sound chips, and circuit boards.
7. **LIMITED ONE (1) YEAR WARRANTY:**
 - Slashproof Swing Seats, 360° Bucket Tot Swing Seats, and Tuff Net no climbing mesh.
 - Pool slide support structures, stairways, landings and railings.
 - All other products, components and custom pieces that are not specifically listed above, including, without limitation, all moving parts, such as swing hangers and bearings, swivels, chains, whirls, springs and flexible components, and all high wear items, such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products.

BUYER'S REMEDY: If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Miracle in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle may elect to inspect the alleged defect at Buyer's site or at Miracle's facility. Buyer shall not return products to Miracle unless authorized by Miracle to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Miracle may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) of similar functionality free of charge to the site. Miracle's limited warranties do not cover the cost of labor to remove defective or non-conforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Barry or Greene Counties in the State of Missouri.

LIMITATIONS: All warranty periods begin on the date of Miracle's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Miracle or a Miracle authorized reseller, and are not transferrable.

Warranties apply only to Miracle products that are erected and installed in conformance with Miracle's installation instructions, and that are maintained and inspected in conformance with Miracle maintenance and operational instructions.

Warranties specifically do not cover Miracle products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade (except for shade fabric as noted above), discoloration, corrosion/rust, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non-Miracle parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

Miracle does not warrant that any particular color will be available for any specific period of time, and reserves the right, its sole discretion, to discontinue any color for any reason.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT OR USE, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.

Installation

Instructions

GREATMATS
SPECIALTY FLOORING

BounceBack

Playground Tiles

Recommended Tools

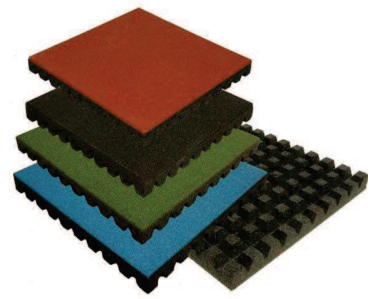
Measuring Tape or Ruler
Metal Straight Edge
Non-Retractable Utility Knife with Extra Blades
Jig Saw with fine tooth saw blades
White Marker or Chalk
Chalk line
2" X 4" Wood Block
Mallet
"V" - Notched Trowel
Cordless Drive
Hole Saw
Rubber Gloves
Commercial Grade Caulking Gun



3/16" x 1/4" x 1/4" flat
"V"-notch; Coverage
50-60 sq. ft. per gal.

Recommended Adhesive

Masterweld CX-941 Trowel Grade Adhesive
Masterweld CX-948 Gun Grade Adhesive



Upon Delivery of Product

1. **VERIFY** packing slip matches with product and order.
2. **INSPECT** delivered product thoroughly. Report any discrepancies of original order, product defects, etc. No reimbursement/warranty claim will be given for labor on material installed with visual defects. Any defects – size, color, or otherwise – must be reported to the place of purchase prior to installation.
3. **STORE** product and adhesives in clean, dry, environment with temperatures between 70° and 95° F.
4. **READ** product and sub surface floor preparation, instructions, warranty and other disclaimers carefully and completely before beginning any installation.

Warning:

DO NOT use recycled rubber products in conjunction with any petroleum based products. This includes solvents, adhesives or sealants. All substrates (especially new concrete) must be fully cured for a minimum of 10 days prior to installing rubber tiles.

INTRODUCTORY NOTE: This installation guide is intended to provide the necessary information for the proper installation of Bounce Back ® rubber tiles. These instructions are believed to be based on accepted industry standards and are provided for informational use only. Greatmats.com. DOES NOT WARRANT ANY INSTALLATION PERFORMED PURSUANT TO THESE INSTRUCTIONS OR OTHERWISE AND SPECIFICALLY DISCLAIMS LIABILITY FOR ANY DIRECT OR INDIRECT PERSONAL INJURY, PROPERTY DAMAGE OR OTHER COSTS OR LOSSES RESULTING FROM INSTALLATION. Bounce Back ® rubber tiles should be installed by qualified and experienced personnel.

INSTALLATION

- 1) Assume that any fences, walls or curbs that the tiles will butt up against are not perfectly straight or square. Start by measuring the dimensions of your project. Divide the dimensions (in feet) by two to determine number of whole tiles and fraction of a tile required for each dimension. If you are filling a defined space, you will generally have border on at least two sides that is less than a full tile. Generally plan to make the border that consists of less than a whole tile to be the back or least accessed side of the playground. Additionally, plan for this border to be a half a tile or more. This may require starting with less than a full tile on the front or most accessed border.
- 2) Start by setting a chalk line on the front or most accessed side of the playground that is the desired border width from either end of the play area, similar chalk line on the perpendicular side (Figure 1).
- 3) **Using Full Floor Adhesive CX-941** Apply CX-941 adhesive prior to laying each tile and apply only within the area of the tile (or tiles) to be laid down. The adhesive should be applied thinly and evenly over the substrate with 3/16" x 1/4" x 1/4" "V"-notched trowel. After placing each tile, press firmly throughout the tile to remove bubbles and establish bond. CX-941 adhesive will cover 50 to 60 square feet per gallon on smooth surfaces. *Do not apply more adhesive than can be utilized within a 90 minute window. In ideal temperatures there is approximately 30 minutes of open time to apply the adhesive and maneuver the rubber tile onto the adhesive and position prior to curing onset.* Wipe off excess adhesive on hands with mineral spirits. Gloves are strongly suggested during application, as CX-941 is aggressive on skin. **DO NOT** allow mineral spirits to come in contact with the rubber tiles.
- 4) **Using Tile-to-Tile Adhesive CX-948** Apply a 1/4" wide bead of CX-948 adhesive 9" in each direction from the corners, just below the radius edge. This will provide 6" of unattached edge for greater water permeability. (Figure 3).
NOTE: It is **strongly recommended** to use both methods of adhesion when installing product or Geotextile fabric sub-surface. Using both of the above mentioned adhesive procedures will ensure the most long-term, trouble-free installation of your Bounce Back® rubber tile product.
- 5) Start by laying full tiles along the insides of the two perpendicular chalk lines. Continue laying full tiles until play area is covered except for a border. Be careful to keep the seams straight (Figure 2).
- 6) Once the center of the play area is covered measure and fit each tile of the border.

Figure 1

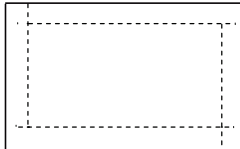


Figure 2

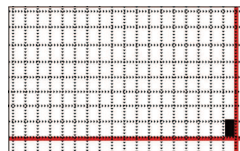
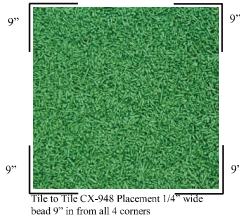
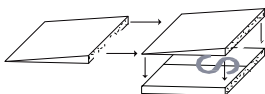


Figure 3



The instructions provided are based on using CX-941 and CX-948 Polyurethane Adhesives. If another adhesive product is used, be cautious as to the manufacturer's instructions, curing times, and bonding window.



Kit Includes: 2 - 24" x 24" Tiles
2 - Tapered Ramps

Adhere to main
surface area

ADHESIVE

Protect unopened containers from heat and direct sunlight. In cool weather, store containers at temperatures of 70° to 95°F for at least 24 hours before using. Masterweld CX-941 has a shelf life of one year when stored properly. Apply in temperatures above 40°F.

- Wear gloves during application. CX-941 is difficult to remove from skin and clothing. If adhesive gets on skin, immediately wipe it off with a dry cloth.
- Do not apply on frozen surfaces or standing water.
- Avoid contact with water or alcohol before use and before complete cure.
- Do not use in areas subject to hydrostatic head pressure.
- Do not use on wet, contaminated, or friable substrates.
- It is the user's responsibility to check adhesion of the cured adhesive on typical test areas at the project BEFORE application.

DO NOT USE

Petroleum Based Products To Clean
Bounce Back Playground Tiles.

RUBBER TILE CLEANING

Indoors: Sweep, sponge mop or vacuum rubber flooring for everyday maintenance.

Outdoors: Use of a water hose, leaf blower or broom is usually sufficient.

Use Cleaner/Deodorizer, disinfectant or a mild detergent with a sponge mop and water for more extensive cleaning.



CUTTING TIPS

Tips on cutting rubber tiles: When using a non-retractable utility knife, be sure to keep the blades sharp to aid in the cut, and help reduce the possibility of injury due to dull blades.

1. Mark the tiles you will need to cut with chalk or a chalk line.
2. Put your straight edge on the corresponding marks you have placed on the tiles.
3. Holding the straight edge firmly in place, score the tiles two or three times.**
4. Grab the tile close to the score line, lift and bend the tile toward you. The score line will "break open".
5. Make several more passes with the knife, working down the established cut, until the cut is complete.

**This process may be made easier by cutting the tile upside down on a raised surface such as the 2x4 wood block used during installation. Gravity will depress the cut edge down and away from the cut, and will be less likely to catch the knife blade.

A holesaw or sawzall with a fine tooth blade is also an effective tool to make circular cuts around poles, posts, etc.

- 1) Draw a circle on the tile using chalk for the desired diameter. (If there are several cuts of the same nature, create a pattern out of cardboard.)
- 2) Begin the cut at the edge of the tile closest to the drawn circle, cut straight line to circle. Cut around drawn pattern. Push out unwanted piece(s).

CURING TIMES

CX-941 Adhesive Standard Set:
Firm Set 1-2 Hours
Light Traffic: 8-10 Hours
Normal Traffic: 24 Hours

CX-948 Tile to Tile Adhesive
Foot Traffic 48 Hours

PREPARATION

Product

Bounce Back® playground tiles should be protected from weather and physical damage prior to and during installation as well as during adhesive curing period. Precipitation should be avoided during and for 12 hours after installation.

Sub-Surface

Requirements for all Sub-Surface are as follows:

1. All play structures should be in place prior to Bounce Back® playground tile installation.
2. Structurally sound and fully cured for a minimum of 10 days (concrete or asphalt).
3. Have good drainage with a gradient (2% is suggested) that prevents the pooling of water.
4. Be reasonably flat and free of variances of more than 1/8" in 10 feet.

Concrete & Asphalt

1. New concrete must be allowed to fully cure thoroughly prior to installation (10 days). If sealants are used, **DO NOT** use one with a petroleum base.
2. Old concrete must be repaired and have joint sealants and fillers installed as necessary. All cracks or flaws should be filled in or repaired prior to covering with rubber products. Use patching materials as appropriate. *Mechanical surface profiling is the preferred floor preparation method. It is the only acceptable preparation method where warranties are issued (with CX-941 adhesive). Acid etching is not recommended. Mechanically profile the floor to medium-grit sandpaper texture. Remove curing and parting compounds and other surface hardeners and floor coatings in accordance with the manufacturer's instructions.*
3. Surface must be thoroughly cleaned of dirt, dust, grease, or other foreign matter by shot blasting or other mechanical means with a commercial degreaser. Any bumps or debris will cause excess wear and/or cushion damage.
4. Allow the surface to completely dry before beginning installation.
5. Asphalt may require a re-surface coating for best results. Due to variations in asphalt substrates, it is the user's responsibility to check the adhesion of the cured adhesive on typical test areas at the project BEFORE application. Due to asphalt porosity adhesive spread rate may be up to 50% less than posted rate.

Compacted Surfaces

1. Subsoil (existing dirt) layers must be free from large rocks and any organic material such as leaves, peat, wood or other materials which could decompose over time, potentially causing settling of the matting surface.
2. Subsoil should be flat and level. Compaction of the subsoil with a compactor or roller may be required where subsoil is unusually soft or loose.
3. Install the first layer of 5/8" minus or 3/4" minus crushed rock, approximately 2" thick, and compact the material using a plate compactor to a 95% compacted rate, sprinkling water as necessary to get the crushed rock material to compact tightly. Surface should be hard and flat after compaction. A slope of up to 2% may be desired for drainage.
4. Repeat the rock installation and compaction with 1/4" minus so that the crushed rock base is 3"-4" thick after compaction. Additional layers may be required over unusually soft or unstable subsoil materials. Be sure that the final layer produces a smooth surface without bumps or depressions more than 3/16" in size. (Any imperfections will telegraph through your Bounce Back® rubber tiles, and will become noticeable in the final installation.)
5. Roll out a layer of woven geo-textile fabric (GEOTEX 200ST), and overlap seams by 3" or more. Glue the layers together with the adhesive provided or tape with duct tape. Keep the fabric flat by temporarily staking the fabric at both ends.
6. Install the Bounce Back® playground tiles to the fabric, as you would install to a hard surface and tile to tile. Be careful not to bunch up or wrinkle the fabric during the installation process.

PRODUCT WARRANTY

Bounce Back Playground Tiles offers a 10 year limited warranty.

Greatmats.com
117 Industrial Ave
Milltown, WI 54858

toll free: 877-822-6622
info@greatmats.com
fax: 715-825-4928

Revised 2/2017



CITY COUNCIL STAFF REPORT

DATE: Monday, March 21, 2022



AGENDA ITEM TITLE

Lilly Street Reconstruction 'A' St to Third St - Bid Results - Scott Bontrager

RESPONSIBLE STAFF REVIEWED BY

Scott Bontrager, City Engineer

This was reviewed by the Public Works/Finance Committee on March 14, 2022 and recommended for approval.

ADDITIONAL PRESENTER(S) OTHER RESOURCES

DESCRIPTION

The Lilly Street Reconstruction project includes the reconstruction of Lilly Street ('A' St to Third St) and First Street (Lieuellen St to Lilly St). The base bid consists of the full replacement of Lilly Street underground utilities, curb and sidewalk, and full-depth roadway replacement. Also included in the base bid is the realignment and daylighting of Hogg Creek and an extension of the existing pathway along First Street. The Add Alternate bid consists of the reconstruction of First Street pavement, curb, sidewalk, and the installation of a new water main. The City published an advertisement for bids on February 5, 2022 and the Engineer's Estimate for construction is \$1,577,822.40 for Base Bid and \$211,587.00 for the Add Alternate.

Bid opening for the project took place on March 1, 2022, at which one (1) bid was received. The responsive bid received was submitted by Razz Construction with a Base Bid of \$2,128,771.75 and an Add Alternate bid of \$241,987.00. A bid analysis is included in the Committee packet.

STAFF RECOMMENDATION

Reject all bids and rebid at a later time to seek an improved bid climate.

PROPOSED ACTIONS

ACTION: Reject the low bid from Razz Construction, Inc.

FISCAL IMPACT

Funds for the Lilly Street Reconstruction project would be expended from the Sewer Main Program 330-230-770-45, Water Improvements 320-220-770-73, Streets Roadway Improvement Program 350-150-770-83, and the Storm Main Replacement Program 350-150-770-56. The Moscow Urban Renewal Agency would also be contributing \$125,000 to the project.

PERSONNEL IMPACT

None if rejected

ATTACHMENTS

1. Lilly Street Reconstruction - Welch-Comer Bid Analysis

March 2, 2022

Mr. Scott Bontrager, P.E.
City of Moscow
504 S Washington Street
Moscow, ID 83843

Re: Lilly Street Reconstruction 'A' Street to Third Street

Dear Mr. Bontrager:

Attached please find the bid tabulation, bid summary and review checklist for the bid which was received at your office for the Lilly Street Reconstruction Project. We have reviewed the bid package received and it appears to be responsive. However, based on current market trends in the construction industry, and the discrepancy between the engineers estimate and the received bid, it is Welch Comer's recommendation not to award this contract.

Should you have any questions, please contact our office.

Sincerely,



Matthew Gillis, P.E.
Vice President

Enclosures

MG/mdp

Lilly Street Reconstruction - 'A' St to Third St Bids Opened 03/1/2022

BASE BID - Lilly Street ('A' St to Third St)				Engineers Estimate	
Item No.	Item Description	Qty.	Unit	Unit Price	Amount
201.4.1.B.1	CLEARING AND GRUBBING	1	LS	\$10,000.00	\$10,000.00
201.4.1.C.1	REMOVAL OF OBSTRUCTIONS	1	LS	\$5,000.00	\$5,000.00
201.4.1.D.1	REMOVAL OF BITUMINOUS SURF	3315	SY	\$6.00	\$19,890.00
201.4.1.D.2	REMOVAL OF CONC SIDEWALK	96	SY	\$20.00	\$1,920.00
201.4.1.D.3	REMOVAL OF DRIVEWAY	94	SY	\$25.00	\$2,350.00
201.4.1.E.1	REMOVAL OF CURB	1530	LF	\$5.00	\$7,650.00
201.4.1.F.1	REMOVAL OF HYDRANT	1	EA	\$1,000.00	\$1,000.00
201.4.1.F.2	REMOVAL OF EXISTING SIGNS	3	EA	\$100.00	\$300.00
201.4.1.F.3	REMOVAL OF CATCH BASIN	6	EA	\$500.00	\$3,000.00
201.4.1.F.4	REMOVAL OF WATER VAULT	1	EA	\$500.00	\$500.00
201.4.1.F.5	REMOVAL OF BOX CULVERT	1	EA	\$5,000.00	\$5,000.00
202.4.1.A.1	EXCAVATION	600	CY	\$40.00	\$24,000.00
401.4.1.A.1	WATER MAIN PIPE, 8" C900 DR18	525	LF	\$70.00	\$36,750.00
402.4.1.A.1	MANUAL AIR RELEASE STATION	2	EA	\$1,000.00	\$2,000.00
403.4.1.A.1	HYDRANT	2	EA	\$6,000.00	\$12,000.00
404.4.1.A.1	WATER SERVICE CONNECTION, 1"	20	EA	\$2,500.00	\$50,000.00
405.4.1.A.1	POTABLE WATERLINE CASING - 2", TYPE SCHEDULE 80	170	LF	\$20.00	\$3,400.00
405.4.1.A.2	POTABLE WATERLINE CASING - 8", TYPE C900 DR25	120	LF	\$50.00	\$6,000.00
405.4.1.A.3	POTABLE WATERLINE CASING - 16", TYPE C900 DR25	60	LF	\$125.00	\$7,500.00
405.4.1.A.4	POTABLE WATERLINE CASING - 20", TYPE STEEL	20	LF	\$150.00	\$3,000.00
501.4.1.B.1	GRAVITY SEWER PIPE SIZE 8" TYPE ASTM D3034	790	LF	\$70.00	\$55,300.00
502.4.1.A.1	SANITARY SEWER MANHOLE - 48" STANDARD	5	EA	\$6,000.00	\$30,000.00
502.4.1.A.2	SANITARY SEWER MANHOLE - DOGHOUSE	2	EA	\$7,000.00	\$14,000.00
504.4.1.B.1	SEWER SERVICE LINE - 4"	14	EA	\$2,000.00	\$28,000.00
507.4.1.H.1	REMOVE MANHOLE	6	EA	\$1,500.00	\$9,000.00
601.4.1.A.5	12" STORM PIPE PVC ASTM D3034	136	LF	\$60.00	\$8,160.00
601.4.1.A.15	54" CULVERT CORRUGATED ALUMINIZED STEEL	220	LF	\$240.00	\$52,800.00
601.4.1.B.5	12" C900 STORM PIPE	80	LF	\$85.00	\$6,800.00
602.4.1.F.1	CATCH BASIN	7	EA	\$2,500.00	\$17,500.00
704.4.1.B.1	BOX CULVERT	65	LF	\$1,100.00	\$71,500.00
704.4.1.D.1	CONCRETE BOX CULVERT ELBOW	1	EA	\$20,000.00	\$20,000.00
704.4.1.D.2	PRECAST CONCRETE HEADWALL	1	EA	\$20,000.00	\$20,000.00
705.4.1.A.1	PORTLAND CEMENT CONCRETE PAVEMENT, CLASS 4000A	64	SY	\$275.00	\$17,600.00

Bid From: Razz Construction	
Price	Total
\$10,000.00	\$10,000.00
\$10,000.00	\$10,000.00
\$10.00	\$33,150.00
\$15.00	\$1,440.00
\$15.00	\$1,410.00
\$5.00	\$7,650.00
\$2,500.00	\$2,500.00
\$100.00	\$300.00
\$1,500.00	\$9,000.00
\$3,000.00	\$3,000.00
\$30,000.00	\$30,000.00
\$35.00	\$21,000.00
\$140.00	\$73,500.00
\$3,500.00	\$7,000.00
\$8,000.00	\$16,000.00
\$4,000.00	\$80,000.00
\$25.00	\$4,250.00
\$45.00	\$5,400.00
\$160.00	\$9,600.00
\$160.00	\$3,200.00
\$120.00	\$94,800.00
\$7,000.00	\$35,000.00
\$7,000.00	\$14,000.00
\$5,000.00	\$70,000.00
\$2,500.00	\$15,000.00
\$110.00	\$14,960.00
\$500.00	\$110,000.00
\$140.00	\$11,200.00
\$2,500.00	\$17,500.00
\$3,500.00	\$227,500.00
\$70,000.00	\$70,000.00
\$35,000.00	\$35,000.00
\$190.00	\$12,160.00

706.4.1.A.3	VERTICAL CURB - TYPE A	206	LF	\$50.00	\$10,300.00
706.4.1.A.5	CURB & GUTTER - TYPE B	1692	LF	\$42.00	\$71,064.00
706.4.1.A.11	ROLLED CURB - TYPE C	198	LF	\$60.00	\$11,880.00
706.4.1.E.1	CONCRETE SIDEWALK, 5"	1100	SY	\$100.00	\$110,000.00
706.4.1.E.2	CONCRETE SIDEWALK, 6"	110	SY	\$110.00	\$12,100.00
706.4.1.F.1	CONCRETE DRIVEWAY APPROACH	270	SY	\$120.00	\$32,400.00
706.4.1.H.1	PEDESTRIAN RAMP w/ DETECTABLE WARNING DOMES	86	SY	\$350.00	\$30,100.00
801.4.1.B.1	1" MINUS UNCRUSHED AGGREGATE	32	TON	\$30.00	\$960.00
802.4.1.B.1	CRUSHED AGGREGATE FOR BASE TYPE I	1600	TON	\$35.00	\$56,000.00
802.4.1.B.2	CRUSHED AGGREGATE FOR BASE, 1-1/4"(-)	760	TON	\$30.00	\$22,800.00
810.4.1.A.5	SUPERPAVE HMA, CLASS SP-3, 1/2" AGG	670	TON	\$135.00	\$90,450.00
901.4.1.C.1	PRESSURE IRRIGATION SYSTEM MODIFICATIONS	1	CA	\$15,000.00	\$15,000.00
1001.4.2.B.1	STABILIZED CONSTRUCTION ENTRANCE	1	EA	\$2,000.00	\$2,000.00
1005.4.1.I.1	FIBER WATTLE	100	LF	\$5.00	\$500.00
1006.4.1.C.1	INLET PROTECTION	28	EA	\$250.00	\$7,000.00
1007.4.1.A.1	TOPSOIL	40	CY	\$60.00	\$2,400.00
1007.4.1.B.1	SEEDING	6425	SF	\$1.00	\$6,425.00
1007.4.1.C.1	SODDING	100	SY	\$5.00	\$500.00
1102.4.1.I.1	LIGHTED BOLLARDS	6	EA	\$2,500.00	\$15,000.00
1103.4.1.A.1	CONSTRUCTION TRAFFIC CONTROL	1	LS	\$100,000.00	\$100,000.00
2010.4.1.A.1	MOBILIZATION	1	LS	\$170,000.00	\$170,000.00
2050.4.1.C.1	SUBGRADE SEPARATION GEOTEXTILE	3200	SY	\$3.00	\$9,600.00
SP 1.4.1.A.1	CONSTRUCTION SURVEY	1	LS	\$40,000.00	\$40,000.00
SP 6.4.1.A.1	SWPPP MANAGEMENT	1	LS	\$5,000.00	\$5,000.00
SP 7.4.1.A.1	ORNAMENTAL FENCE	364	LF	\$45.00	\$16,380.00
ALTA SP-1	CHANNEL	290	LF	\$88.00	\$25,520.00
ALTA SP-2	CONCRETE BLOCK RETAINING WALL	2356	SFF	\$60.00	\$141,360.00
ALTA SP-3	REVEGETATION PLANTING	4400	SF	\$0.90	\$3,960.00
ALTA SP-4	REGETATION SEEDING AND MULCHING	4390	SF	\$0.06	\$263.40
ALTA SP-5	WATER MANAGEMENT	1	LS	\$5,000.00	\$5,000.00
ALTA SP-6	PROVIDE WATER	60	DAYS	\$200.00	\$12,000.00
				BASE BID TOTAL	\$1,577,882.40

\$33.00	\$6,798.00
\$30.00	\$50,760.00
\$31.00	\$6,138.00
\$83.00	\$91,300.00
\$110.00	\$12,100.00
\$110.00	\$29,700.00
\$215.00	\$18,490.00
\$46.00	\$1,472.00
\$31.00	\$49,600.00
\$37.00	\$28,120.00
\$135.00	\$90,450.00
\$15,000.00	\$15,000.00
\$2,300.00	\$2,300.00
\$10.00	\$1,000.00
\$250.00	\$7,000.00
\$75.00	\$3,000.00
\$0.25	\$1,606.25
\$15.00	\$1,500.00
\$8,700.00	\$52,200.00
\$140,000.00	\$140,000.00
\$200,000.00	\$200,000.00
\$4.00	\$12,800.00
\$25,000.00	\$25,000.00
\$25,000.00	\$25,000.00
\$110.00	\$40,040.00
\$14.00	\$4,060.00
\$50.00	\$117,800.00
\$4.00	\$17,600.00
\$0.25	\$1,097.50
\$20,000.00	\$20,000.00
\$22.00	\$1,320.00
BASE BID TOTAL	\$2,128,771.75

ADD ALTERNATE 1 - First Street				Engineers Estimate	
Item No.	Item Description	Qty.	Unit	Unit Price	Amount
201.4.1.D.1	REMOVAL OF BITUMINOUS SURF	1303	SY	\$5.00	\$6,515.00
201.4.1.D.2	REMOVAL OF CONC SIDEWALK	157	SY	\$20.00	\$3,140.00
201.4.1.E.1	REMOVAL OF CURB	156	LF	\$5.00	\$780.00
202.4.1.A.1	EXCAVATION	534	CY	\$40.00	\$21,360.00
401.4.1.A.1	WATER MAIN PIPE, 8" C900 DR18	285	LF	\$70.00	\$19,950.00
403.4.1.A.1	HYDRANT	1	EA	\$3,000.00	\$3,000.00
404.4.1.A.1	WATER SERVICE CONNECTION, 1"	3	EA	\$3,000.00	\$9,000.00
405.4.1.A.3	POTABLE WATERLINE CASING - 16", TYPE C900 DR25	20	LF	\$125.00	\$2,500.00
601.4.1.A.5	12" STORM PIPE PVC ASTM D3034	32	LF	\$60.00	\$1,920.00
602.4.1.F.1	CATCH BASIN	2	EA	\$2,500.00	\$5,000.00
706.4.1.A.5	CURB & GUTTER - TYPE B	536	LF	\$42.00	\$22,512.00
706.4.1.E.1	CONCRETE SIDEWALK, 5"	480	SY	\$100.00	\$48,000.00
802.4.1.B.1	CRUSHED AGGREGATE FOR BASE TYPE I	374	TON	\$35.00	\$13,090.00
802.4.1.B.2	CRUSHED AGGREGATE FOR BASE, 1-1/4"(-)	164	TON	\$30.00	\$4,920.00
810.4.1.A.5	SUPERPAVE HMA, CLASS SP-3, 1/2" AGG	158	TON	\$135.00	\$21,330.00
1006.4.1.C.1	INLET PROTECTION	7	EA	\$250.00	\$1,750.00
2010.4.1.A.1	MOBILIZATION	1	LS	\$20,000.00	\$20,000.00
2050.4.1.C.1	SUBGRADE SEPARATION GEOTEXTILE	1150	SY	\$3.00	\$3,450.00
SP 4.4.1.A.1	RETAINING WALL - SMALL	46	SF	\$40.00	\$1,840.00
SP 4.4.1.A.2	REMOVE AND RESET RETAINING WALL	51	SF	\$30.00	\$1,530.00
				ADD ALTERNATE TOTAL	\$211,587.00

Bid From:	
Razz Construction	
Price	Total
\$10.00	\$13,030.00
\$12.00	\$1,884.00
\$5.00	\$780.00
\$30.00	\$16,020.00
\$125.00	\$35,625.00
\$8,000.00	\$8,000.00
\$4,000.00	\$12,000.00
\$130.00	\$2,600.00
\$210.00	\$6,720.00
\$1,500.00	\$3,000.00
\$29.00	\$15,544.00
\$83.00	\$39,840.00
\$32.00	\$11,968.00
\$32.00	\$5,248.00
\$220.00	\$34,760.00
\$200.00	\$1,400.00
\$25,000.00	\$25,000.00
\$4.00	\$4,600.00
\$53.00	\$2,438.00
\$30.00	\$1,530.00
ADD ALT TOTAL	\$241,987.00

CITY OF MOSCOW
LILLY STREET RECONSTRUCTION 'A' ST. TO THIRD ST.
BID SUMMARY*
Bid Opening 03/01/2022 at 2:15 p.m.

CONTRACTOR	BASE BID	ADD ALT 1	TOTAL
RAZZ CONSTRUCTION INC	\$ 2,128,771.75	\$ 241,987.00	\$ 2,370,758.75

* PLEASE NOTE THAT THIS IS FOR INFORMATION USE ONLY. THE OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS PURSUANT TO SECTION 00 2113 - INSTRUCTIONS TO BIDDERS OF THE CONTRACT DOCUMENTS.

BID REVIEW CHECKLIST PRIOR TO RECOMMENDATION

OWNER: City of Moscow

PROJECT: Lilly Street Reconstruction

Open Date: March 1, 2022 at 2:15 p.m.

Bid Review Performed By: Mindy

CONTRACTOR	RAZZ CONSTRUCTION INC
BID AMOUNT (Basis of Bid Award)	\$ 2,128,771.75
PUBLIC WORKS LICENSE NO.	5083
License Limit (See List)	Unlimited
License Confirmed with the License Board at www.dbs.idaho.gov	
BID PACKAGE	
Are all forms filled out completely and correctly?	
ALL ADDENDA ACKNOWLEDGED?	Yes
BID PROPOSAL FORM	Yes
BID SCHEDULE	Yes
FORM OF BID SECURITY	Yes
Surety Company Confirmed at www.fms.treas.gov/c570/index.html ?	Yes
LIST OF SUBCONTRACTORS	
PLUMBING	
HVAC/BOILER	
ELECTRICAL	KME Specialties
NON-COLLUSION AFFIDAVIT	--
CONTRACTOR FOR PW TO PAY ALL TAXES	---
AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES	---
List other requirements:	

CITY COUNCIL STAFF REPORT

DATE: Monday, March 21, 2022



AGENDA ITEM TITLE

Paul Mann Building Restoration Project - Bid Results and Contract Award - Scott Bontrager

RESPONSIBLE STAFF REVIEWED BY

Scott Bontrager, City Engineer

This was reviewed by the Public Works/Finance Committee on March 14, 2022 and recommended for approval.

ADDITIONAL PRESENTER(S) OTHER RESOURCES

DESCRIPTION

In November of 2011, a professional structural evaluation of the Paul Mann Building revealed minor structural deficiencies with the concrete masonry (CMU) and provided recommendations to repair the cracking and replace the roof to improve drainage and limit water accumulation above the CMU. In 2021, Castellaw Kom Architects (CKA) were hired by the City for professional design services with the scope of replacing the existing membrane roof with insulation and a new 20-year membrane roof, repairing the CMU walls, and the installation of a new weather barrier and metal cladding system on the south and west sides of the building, which will limit water damage to the CMU as well as improve the appearance of the building. Add alternates were also added to the project for:

- Add/Alt #1 - Additional metal cladding on the north and east faces of the building
- Add/Alt #2 - Increase the thickness of the proposed new roof to meet a 30-year warranty

The City published an advertisement for bids on February 5, 2022 and the Architect's Estimate for construction is \$149,221 for Base Bid, \$26,826 for Add Alternate #1, and \$45,103 for Add Alternate #2.

Bid opening for the project took place on March 8, 2022, at which one (1) bid was received. The responsive bid received was from Dardan Enterprises, Inc with a Base Bid of \$139,486, an Add Alternate #1 bid of \$24,120, and Add Alternate #2 bid of \$9,250. A full bid tabulation is included in the Committee packet.

STAFF RECOMMENDATION

Accept the low bid from Dardan Enterprises, Inc., award the contract for the base bid and both additive alternates for the total sum of \$172,856, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

PROPOSED ACTIONS

ACTION: Accept the low bid from Dardan Enterprises, Inc., award the contract for the base bid and both additive alternates for the total sum of \$172,856, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

FISCAL IMPACT

An expenditure of \$172,856.00 plus an additional 10% allocated for possible change orders will be expended from Building General Government line item 350-130-770-72.

PERSONNEL IMPACT

City staff will administer the construction contract and inspection.

ATTACHMENTS

1. Paul Mann Bid Tabulation
2. Paul Mann Building Restoration_2022_Construction Agreement_with Attachments

Paul Mann Building Restoration 2022
Bids Opened March 8th, 2022

			Engineers Estimate	
Item No	Item Description	Quantity	Unit	Total Price
1	Base Bid	1	LS	\$ 149,221.00
2A	ADDITIVE ALTERNATE #1 – ADDITIONAL METAL WALL PANELS AND PLANKS	1	LS	\$ 26,826.00
2B	ADDITIVE ALTERNATE #2 – 30 YR ROOF AND DECK INSULATION	1	LS	\$ 45,103.00
		Total (Base + Alt 1 + Alt 2) =		\$ 221,150.00

Bid From	
Dardan Enterprises INC	
Price	Total
\$ 139,486.00	\$ 139,486.00
\$ 24,120.00	\$ 24,120.00
\$ 9,250.00	\$ 9,250.00
	\$ 172,856.00

**CONSTRUCTION AGREEMENT
FOR PAUL MANN BUILDING RESTORATION PROJECT - 2022
BETWEEN CITY OF MOSCOW, IDAHO
AND DARDAN ENTERPRISES, INC.**

THIS CONSTRUCTION AGREEMENT FOR PAUL MANN BUILDING RESTORATION PROJECT - 2022 BETWEEN CITY OF MOSCOW, IDAHO, AND DARDAN ENTERPRISES, INC. (hereinafter "Agreement"), dated this ____ day of _____, 2022, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Dardan Enterprises, a general business corporation of the state of Idaho, 23567 W. HWY 53, Post Falls, ID 83854 (hereinafter "CONTRACTOR"):

W I T N E S S E T H :

WHEREAS, pursuant to the invitation of CITY, extended through an "Invitation to Bid" see Attachment 'A', CONTRACTOR submitted a Bid Proposal containing an offer invited by said invitation; and

WHEREAS, CITY has determined that said offer was the lowest responsive Bid Proposal; and

WHEREAS, CITY has accepted CONTRACTOR's Bid Proposal;

NOW THEREFORE, the Parties to this Agreement, in consideration of the mutual covenants and stipulations set out, agree as follows:

**ARTICLE 1.
CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Agreement between CITY and CONTRACTOR concerning the work to be performed, are this Agreement, pages one (1) through six (6), and the following:

1. Drawings, Specifications and Proposal, Attachment 'A' for: Paul Mann Building Restoration Project - 2022, consisting of **61 pages**;
2. Bid Proposal of CONTRACTOR, dated March 8, 2022, see Attachment 'B', consisting of 6 pages;
3. Performance and Payment Bonds and Insurance Certificates;
4. Addenda, if applicable, Attachment 'C', consisting of 2 pages; and
5. Change Orders, which may be delivered or issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in Article 1. This Agreement may only be amended by change order as provided in the General Conditions of Attachment 'A'.

ARTICLE 2. WORK

CONTRACTOR shall complete the entire work as specified, indicated and required under the Contract Documents, contained herein under Article 1. for CITY project (hereinafter "Project") titled:

"Paul Mann Building Restoration Project - 2022"

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially completed no later than August 26th, 2022, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. CONTRACTOR shall begin work in conformance with the Contract Documents.

CONTRACTOR and CITY recognize that time is of the essence and that CITY will suffer financial loss if the Project is not completed within the time specified above, unless approved extensions thereof are permitted in accordance with Article 12 of the General Conditions. The Parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by CITY if the Project is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay CITY One Half of One Percent (0.5%) of the Contract Sum for each day that expires after the time specified above for Substantial Completion until the Project is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Project within the Time of Completion or by any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY One Half of One Percent (0.5%) of the Contract Sum for each day that expires after the time specified above for completion, until the Project is completed and ready for final payment.

ARTICLE 4. CONTRACT SUM

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds in the amount of One Hundred Seventy-Two Thousand Eight Hundred Fifty-Six Dollars (\$172,856.00), for Base Bid and Alternates, as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of One Hundred Seventy-Two Thousand Eight Hundred Fifty-Six Dollars (\$172,856.00), unless otherwise authorized by CITY by written agreement. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

The Parties warrant by their signatures that no employer-employee relationship is established between CONTRACTOR and CITY by the terms of this Agreement. It is understood by the Parties

hereto that CONTRACTOR is an independent contractor and, as such, neither CONTRACTOR nor CONTRACTOR's employees, agents, representatives or subcontractors, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

ARTICLE 6. SCOPE OF SERVICES

CONTRACTOR shall perform all work required by the Contract Documents. All work shall be completed in accordance with the specifications and plans established for this Project.

ARTICLE 7. HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by the Contract Documents, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its officers, agents, employees, and engineers, from and against any and all losses, lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by CONTRACTOR, CONTRACTOR's servants, agents, officers, employees, representatives, guests, business invitees or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

ARTICLE 8. CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project, which would conflict in any manner or degree with the performance of CONTRACTOR's services hereunder. CONTRACTOR further covenants that, in performing this Agreement, CONTRACTOR will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONTRACTOR shall immediately disclose such conflict to the CITY.

ARTICLE 9. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Agreement and the exhibits hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder, other than as provided within the Contract Documents, without the prior written consent and express authorization of CITY.

ARTICLE 10. LICENSES AND ADHERENCE TO LAW REQUIRED

CONTRACTOR represents that he possesses the skill and experience necessary and all licenses required to perform the services under this Agreement. CONTRACTOR further agrees to comply with all applicable Federal, State and Local statutes and regulations in the performance of the services hereunder, and are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONTRACTOR will, in any way, serve to modify the provisions of this requirement. CONTRACTOR and its surety shall indemnify, defend and hold harmless CITY and its employees, agents, engineers and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by CONTRACTOR, CONTRACTOR's employees, or its subcontractors.

Anti-Boycott Against Israel Act. CONTRACTOR certifies it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods and services from Israel or territories under its control. Failure to comply with I.C. 67-2346 will result in this Agreement being void as against public policy.

ARTICLE 11. EMPLOYMENT DISCRIMINATION

It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. CONTRACTOR shall not discriminate against any employee or applicant for employment. CONTRACTOR's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

ARTICLE 12. LEGAL FEES

In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover attorney's fees and other costs and expenses, whether the same are incurred with or without a lawsuit.

ARTICLE 13. JURISDICTION, VENUE AND NONWAIVER

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District

Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure of CITY to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

ARTICLE 14. SPECIAL WARRANTY

CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. CONTRACTOR declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONTRACTOR shall make this Agreement null and void. CONTRACTOR further warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

ARTICLE 15. COMMUNICATIONS

Such communications as are required by this Agreement shall be satisfied by mailing or by personal delivery to the Parties at the following address:

CONTRACTOR:

Dardan Enterprises, Inc.
Daren Meeks
23567 W. HWY 53
Post Falls, ID 83854

CITY:

City of Moscow
Engineering Division
504 South Washington Street
P O Box 9203
Moscow, Idaho 83843

ARTICLE 16. NON-APPROPRIATIONS

This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party, and CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

ARTICLE 17. APPROVAL REQUIRED AND SEVERABILITY

This Agreement shall not become effective or binding until approved by CITY. If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will, nevertheless, remain in full force and effect.

ARTICLE 18. EXECUTION

IN WITNESS WHEREOF, said CONTRACTOR and CITY have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR:

Dardan Enterprises, Inc.

CITY:

City of Moscow, Idaho

By: Darin Meeks

Arthur D Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2022, before me, a Notary Public in and for said State, appeared Darin Meeks, known to me to be the person named above and acknowledged that he/she executed the foregoing document as the duly authorized representative for Dardan Enterprises, Inc.

Notary Public for the State of _____
Residing at _____
My commission expires _____



COMMUNITY DEVELOPMENT ENGINEERING DIVISION

DRAWINGS, SPECIFICATIONS, AND
PROPOSAL FOR:

PAUL MANN BUILDING RESTORATION - 2022

CITY OF MOSCOW PROJECT NO. 107-021

CITY OF MOSCOW, IDAHO

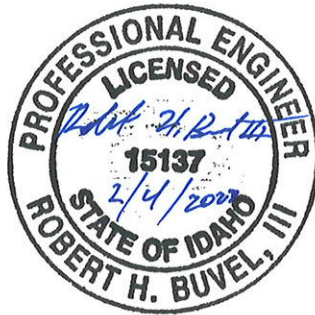
**Community Development
Engineering Division
Moscow, Idaho 83843
(208) 883-7034**

Plans, Specifications, and Proposal

For

PAUL MANN BUILDING RESTORATION PROJECT - 2022

CITY OF MOSCOW PROJECT NO. 107-021



**CITY ENGINEER:
BOB BUVEL, P.E.**

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INVITATION TO BID

The City of Moscow, Idaho is accepting **sealed and signed** bids to be submitted to the business office of Community Development, Engineering Division at 504 South Washington Street, Moscow, Idaho 83843, and clearly marked “**Bid Enclosed – PAUL MANN BUILDING RESTORATION PROJECT - 2022**” until **2:00 p.m.**, prevailing local time, **Tuesday, February 22, 2022**, for the following project:

PAUL MANN BUILDING RESTORATION PROJECT - 2022

At **2:15 p.m. on the same day**, all proposals will be publicly opened and read aloud in the City Hall Council Chambers, on the second floor of City Hall, 206 East Third Street, Moscow, ID 83843.

This project includes the removal of existing TPO roofing, as well as temporary relocation of rooftop and wall-mounted accessories such as mechanical unit, ventilation pipes, conduit, drains and downspouts, etc. Contractor to furnish and install new (20 year) TPO roofing including additional insulation, accessories, and slope build-up as required in the contract drawings, as well as installation of new scuppers and fascia at roof edge and overhangs. Within the scope of this project is mitigation and repair of cracks in vertical CMU and CIP concrete walls by use of epoxies and silicone sealants. After remediation, the base bid includes a painted finish at exterior walls – some locations are to receive a fluid-applied weatherproofing under rigid insulation and a Metal Wall Panel and Plank system with integral rainscreen barrier. Windows, doors, soffits, and storefront to receive paint, flashing, sealants, as indicated in the drawings. Alternates are as follows:

- *Alternate One – Additional Metal Wall Panels and Planks on North and East elevations in lieu of painted finish at existing CMU.*
- *Alternate Two – TPO thickness to increase to 70mm or 80mm to meet 30 year warranty requirements as specified.*

All work shall be completed as shown on the construction plans and herein described in these specifications.

Complete digital Plans and Specifications, may viewed at questcdn.com via the link provided on The City of Moscow Website at: www.ci.moscow.id.us – click on “Business” / “Bid Opportunities” / “– Paul Mann Building Restoration Project - 2022”

Once on the Quest site, you may download the digital plan documents for a **non-refundable fee of \$20.00**. The Quest project number is **8122224**. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with digital project information.

IMPORTANT – All communication about this project, including addenda **will only be issued via QuestCDN, and only to those firms listed on the Plan Holder’s List.**

The Contract Documents may also be examined at the City of Moscow Haddock Building (Engineering Division), 504 South Washington Street, Moscow, ID 83843.

Questions should be directed to Tracy Ortiz, City of Moscow Engineering Division, 504 South Washington Street, Moscow, ID, via Email only at: tortiz@ci.moscow.id.us

Any objections to the contents or terms of the Specifications shall be raised three (3) days prior to bid opening or it shall be deemed to have been waived.

The City reserves the right to reject any and all Bid Proposals, to waive any formality in the Bidding Contract Documents and to make selection to the lowest responsive, responsible and qualified Bidder as it may best serve the interest of the Owner.



Tracy Ortiz, Deputy City Clerk

Publish Dates: February 5 & February 12, 2022

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: _____

This proposal is submitted as an offer by the undersigned to enter into contract with the City of Moscow, Idaho as represented by the City Council, hereinafter referred to as the 'CITY' for PAUL MANN BUILDING RESTORATION PROJECT - 2022, (hereinafter "Project"), specified herein and which construction documents are on file with the City Engineer, Haddock Building, 504 South Washington Street, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

1. All Project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that he/she has received or made himself/herself aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned will furnish separate performance and payment bonds in the full amount of the contract price.
5. The cash, certified check, bid bond, or cashier's check accompanying this proposal shall be forfeited to the City of Moscow to the extent of 5% of the amount bid if the undersigned shall fail or refuse to execute the contract, furnish performance and payment bonds, and insurance certificate as required by the specifications within the time limit therein after notification that the said proposal is accepted, all in accordance with the provisions of this proposal and the specifications.
6. he undersigned further agrees that CITY shall have the right to accept or reject any bid item deemed to be in the best interest of CITY.
7. The undersigned agrees to order all necessary equipment and materials within a period of three (3) days after Notice to Proceed has been issued by the Engineer.

8. The undersigned, as a bidder, acknowledges that Addenda Number _____ through _____ have been delivered to him/her and have been examined as part of the contract documents.
9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-13 of the Instruction to Bidders.
10. The undersigned holds Idaho Public Work's License Number _____.
11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

Subcontractors	Trade Specialty	Idaho Public Works License No.	\$ Amount
a.			
b.			
c.			
d.			
e.			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for PAUL MANN BUILDING RESTORATION PROJECT - 2022 as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for the prices in accordance with the completed schedule contract prices as follows:

BID SCHEDULE

(See Plan Sheet A1 For Description of Base and Alternative Bid Items)

<u>No.</u>	<u>Item Description</u>	<u>Quantity & Unity</u>	<u>Total Price</u>
1.	BASE BID	1 LS	\$ _____
2A.	ADDITIVE ALTERNATE #1 – ADDITIONAL METAL WALL PANELS AND PLANKS	1 LS	\$ _____
2B.	ADDITIVE ALTERNATE #2 – 30 YR ROOF AND DECK INSULATION	1 LS	\$ _____

Firm Name of Bidder

Signature of Bidder

Official Title

Bidders Mailing Address

Public Works License No.

State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at _____

This ____ day of _____, 2022

(DRAFT – DO NOT SUBMIT WITH BID)

**CONSTRUCTION AGREEMENT
FOR PAUL MANN BUILDING RESTORATION PROJECT - 2022
BETWEEN CITY OF MOSCOW, IDAHO
AND _____**

THIS CONSTRUCTION AGREEMENT FOR PAUL MANN RESTORATION PROJECT - 2022 BETWEEN CITY OF MOSCOW, IDAHO AND _____. (hereinafter "Agreement"), dated this _____ day of _____, 2022, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and _____ (hereinafter "CONTRACTOR");

WITNESSETH:

WHEREAS, pursuant to the invitation of CITY, extended through a "Solicitation for Bids", CONTRACTOR submitted a Bid Proposal containing an offer invited by said solicitation; and

WHEREAS, CITY has determined that said offer was the lowest responsive Bid Proposal; and

WHEREAS, CITY has accepted CONTRACTOR's Bid Proposal;

NOW THEREFORE, the Parties to this Agreement, in consideration of the mutual covenants and stipulations set out, agree as follows:

**ARTICLE 1.
CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Agreement between CITY and CONTRACTOR concerning the work to be performed, are this Agreement, pages one (1) through six (6), and the following:

1. Advertisement for Bids;
2. Project Specifications titled: **PAUL MANN BUILDING RESTORATION PROJECT - 2022
CITY OF MOSCOW PROJECT NO. 107-021**
3. Bid/Proposal of CONTRACTOR, dated _____, attached to this Agreement;
4. The Engineering Plans;
5. Performance and Payment Bonds, and Insurance Certificates, physically attached to this Agreement;
6. Addenda issued prior to the opening of bids, to be physically attached to this Agreement;
7. Change Orders which may be delivered or issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in Article 1. This Agreement may only be amended by change order as provided in the Project Specifications.

ARTICLE 2. WORK

CONTRACTOR shall complete the entire work as specified, indicated, and required under the Contract Documents contained herein under Article 1., for CITY project (hereinafter "Project") titled:

"PAUL MANN BUILDING RESTORATION PROJECT - 2022"

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially completed on or before August 26, 2022 unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents.

CONTRACTOR and CITY recognize that time is of the essence and that CITY will suffer financial loss if the Project is not completed within the time specified above, unless approved extensions thereof are permitted in accordance with Article 12 of the General Conditions. The Parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by CITY if the Project is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay CITY One Half of One Percent (0.5%) of the Contract Sum for each day that expires after the time specified above for Substantial Completion until the Project is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Project within the Time of Completion or by any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY One Half of One Percent (0.5%) of the Contract Sum for each day that expires after the time specified above for completion, until the Project is completed and ready for final payment.

ARTICLE 4. CONTRACT SUM

CITY shall pay CONTRACTOR for completion of the Project in accordance with the Contract Documents in current funds in the amount of _____, as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of _____ unless otherwise authorized by CITY in writing. Any work additional to the current Agreement shall be compensated in accordance with pricing terms specified in the Bid Proposal, and shall be agreed to by the Parties in writing. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

The Parties warrant by their signature that no employer-employee relationship is established between CONTRACTOR and CITY by the terms of this Agreement. It is understood by the Parties hereto that CONTRACTOR is an independent contractor and, as such, neither CONTRACTOR nor CONTRACTOR's employees, agents, representatives or Subcontractors, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

ARTICLE 6. SCOPE OF SERVICES

CONTRACTOR shall perform all Work required by the Contract Documents. All Work shall be completed in accordance with the specifications and plans established for this Project.

ARTICLE 7. HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by the Contract Documents, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its officers, agents, employees, and engineers, from and against any and all losses, lawsuits, actions, claims, judgements for damages, or any injuries or damages received or sustained by any person, persons, or property and losses, and expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by CONTRACTOR, CONTRACTOR's servants, agents, officers, employees, representatives, guests, business invitees or its Subcontractors; or on account of or in consequence of any neglect in safeguarding the Project; or through use of unacceptable materials in constructing the Project; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

ARTICLE 8. CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of CONTRACTOR's services hereunder. CONTRACTOR further covenants that, in performing this Agreement, CONTRACTOR will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONTRACTOR shall immediately disclose such conflict to the Engineer and CITY.

ARTICLE 9. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Agreement and the exhibits hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder, other than as

provided within the Contract Documents, without the prior written consent and express authorization of CITY.

ARTICLE 10. LICENSES AND ADHERENCE TO LAW REQUIRED

CONTRACTOR represents that he possesses the skill and experience necessary and all licenses required to perform the Work under this Agreement. CONTRACTOR further agrees to comply with all applicable Federal, State and Local Statutes and Regulations in the performance of the Work hereunder, and are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONTRACTOR will in any way serve to modify the provisions of this requirement. CONTRACTOR and its surety shall indemnify, defend and hold harmless CITY and its employees, agents, engineers and representatives, against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by CONTRACTOR, CONTRACTOR's employees, or its Subcontractors.

ARTICLE 11. EMPLOYMENT DISCRIMINATION

It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. CONTRACTOR shall not discriminate against any employee or applicant for employment. CONTRACTOR's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

ARTICLE 12. LEGAL FEES

In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover attorney's fees and other costs and expenses, whether the same are incurred with or without a lawsuit.

ARTICLE 13. JURISDICTION, VENUE AND NONWAIVER

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure of CITY to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

**ARTICLE 14.
SPECIAL WARRANTY**

CONTRACTOR warrants that nothing of monetary value has been given, promised, or implied as remuneration or inducement to enter into the Agreement. CONTRACTOR declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONTRACTOR shall make this Agreement null and void. CONTRACTOR further warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

**ARTICLE 15.
COMMUNICATIONS**

Such communications as are required by this Agreement shall be satisfied by mailing or by personal delivery to the Parties at the following addresses:

Contractor:

City:

City Engineer
City of Moscow
206 East Third Street
P O Box 9203
Moscow, Idaho 83843

**ARTICLE 16.
NON-APPROPRIATIONS**

This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party, and CONTRACTOR shall be entitled to receive just and equitable compensation for any Work satisfactorily completed hereunder.

**ARTICLE 17.
APPROVAL REQUIRED AND SEVERABILITY**

This Agreement shall not become effective or binding until approved by the CITY. If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will, nevertheless, remain in full force and effect.

**ARTICLE 18.
EXECUTION**

IN WITNESS WHEREOF, said CONTRACTOR and CITY have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

CITY

City of Moscow, Idaho

By: _____

Art Bettge, Mayor

ATTEST:

By: _____

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss:
County of _____)

On this ____ day of _____, 2022, before me, the undersigned, a Notary in and for said State, personally appeared _____ and _____ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing Agreement and acknowledged to me that he/she/they executed the same in his/her/their capacity as _____ for _____.

(seal)

Notary Public residing at: _____
My commission expires: _____

INSTRUCTION TO BIDDERS

IB-1. INTENT OF PLANS AND SPECIFICATIONS

- A. It is the intention of these specifications to provide for careful, thorough and workmanlike construction procedure in the installation of material and equipment and in the manufacture or delivery of such materials and equipment. The bidder to whom the contract is awarded shall furnish all the material, equipment and labor necessary to complete said contract in accordance with all of its terms and conditions. All contracts shall be awarded subject to those instructions to bidders.
- B. The plans and specifications shall be considered and used together; anything appearing as a requirement of either shall be accepted as applicable to both even though not stated therein or shown. All specifications and notes appearing on the plans shall have the same force and effect as though they were repeated herein.

IB-2. PLANS, SPECIFICATIONS, AND ADDITIONAL INFORMATION

- A. Plans and Specifications are on file in the office of the City Engineer. Copies of same may be obtained electronically from www.questcdn.com for a non-refundable fee of \$20.00. Additional information relative to same may be obtained from the office of the City Engineer.

IB-3. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

- A. Bidders shall satisfy themselves by personal examination of the plans, specifications, and site of the proposed improvement, and by any other examinations and investigation which they may desire to make, as to the accuracy of the estimate of quantities, the nature of the soil, conditions of the project site, and difficulties to be encountered.

IB-4. PREPARATION AND DELIVERY OF PROPOSAL

- A. Bids shall be prepared and submitted upon the "Proposal" form supplied by the Engineer. Each and every blank provided for in the "Proposal" shall be filled in with ink or typing. Proposals, which are incomplete or submitted on an unauthorized form, may be rejected as informal.
- B. After the date and hour set for the opening of the bids, no bidder may withdraw his/her proposal unless award of contract is delayed for a period exceeding the time limits described in IB-8, AWARD OF CONTRACT.
- C. If discrepancies exist between the Unit Prices and the Total Price or Bid Total amount, the CITY will use the Unit Prices and calculate a corrected Bid Total.

- D. The CITY reserves the right to reject any or all bids, any or all schedules or to accept the bid or schedule deemed to be in the best interest of the CITY.

IB-5. PROPOSAL GUARANTY

- A. Each proposal must be accompanied by cash, a certified check, bid bond, or cashier's check in an amount not less than five percent (5%) of the total amount bid. This guaranty or "Good faith token" will be held until the successful bidder has, within ten (10) days from the date of notification of award of contract, executed the contract and furnished approved separate performance and payment bonds, each in an amount equal to one hundred percent (100%) of the amount of the contract. There shall also be submitted with the surety bonds, evidence of public liability insurance coverage in amounts not less than those specified in the general specifications included herein.

IB-6. RETURN OF PROPOSAL GUARANTY

- A. Immediately after the bid prices have been compared, the Clerk will return the guaranties accompanying such proposals as in the CITY's judgment will not be considered in awarding the contract. All other proposal guaranties will be held until the contract and other legal requirements the successful bidder must execute, furnish and/or comply with, have been completed, after which they will be returned to the respective bidders whose proposals they accompany.

IB-7. QUALIFICATIONS OF BIDDER

- A. The CITY desires that this project shall be built by a contractor who is competent and adequately financed. The CITY may request the Bidder to submit a written statement to show experience in construction work of this character as an indication of qualification and business standing. If required, the Bidder may make his/her statement in such form as may seem appropriate; said statement shall be notarized.
- B. This public works project is not financed in whole or in part by federal-aid funds. Bid proposals will be accepted from those contractors only (prime contractors, subcontractors and/or specialty contractors) who, prior to the bid opening, hold current licenses as public works contractors in the State of Idaho.
- C. The prime contractor shall submit with his/her proposal a list of the subcontractors and their license numbers.
- D. The successful bidder, in addition to listing the names and addresses of subcontractors in his/her bid, shall, within seven (7) days after opening of the bids, notify the Engineer in writing of the names of all major equipment and material suppliers proposed for the principal parts of the work, and for such others as the Engineer may direct, and shall not employ any subcontractors, (or purchase any equipment), to which the Engineer or CITY may, within a reasonable time, object to as incompetent or undesirable.

IB-8. AWARD OF CONTRACT

- A. The contract will not be awarded until the CITY is satisfied the successful bidder is reasonably familiar with the class of work upon which he/she has submitted a proposal and has the necessary capital and tools to satisfactorily perform the same. The CITY may request and the bidder must provide the CITY with a current balance sheet and a list of tools owned by the bidder.
- B. Within thirty (30) days after the opening of the proposals the CITY will accept one of the proposals or reject all bids. The award will be made upon the basis of the proposal that, in the CITY's judgment, will serve the best interest of the CITY.
- C. The contract will not be awarded until the bidder has obtained an appropriate Idaho public works license from the Idaho Public Works Contractors State License Board. Subcontractors are also subject to this requirement.

IB-9. FAILURE TO EXECUTE CONTRACT

- A. In the event the successful bidder fails to furnish approved performance and payment bonds, execute the contract and comply with all other pertinent legal requirements within ten (10) days after notification by the Engineer of the award of contract, certified check, bank draft, money order or bid bond will be forfeited to the CITY as liquidated damages. The amount of any such damages will be five percent (5%) only of the total bid submitted. Any excess amount that may have been included in the "good faith token" will be returned to the bidder. The next best proposal will then be considered the successful bid and, at the discretion of the CITY, be awarded the contract.

IB-10. NONDISCRIMINATION IN EMPLOYMENT

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. The Contractor will take action, if necessary, to ensure that applicants are employed, and treated during such employment, without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor shall comply with City Ordinance No. 2013-06 Gender Anti-Discrimination in Housing, Employment & Public Accommodations.
- C. In the event the successful bidder fails to furnish approved performance and payment bonds, execute the contract and comply with all other pertinent legal requirements within ten (10) days after notification by the Engineer of the award of contract, the certified check, bank draft, money order or bid bond will be forfeited to the CITY as liquidated damages. The amount of any such damages will be five percent (5%) only of the total bid submitted. Any excess amount that may have been included in the "good faith token" will be returned

to the bidder. The next best proposal will then be considered the successful bid and, at the discretion of the City, be awarded the contract.

IB-11. WAGE RATES

- A. Contractors are not required to pay prevailing wages on this Project. Prevailing wages no longer are required on Public Works projects in Idaho.

IB-12. CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES AGREEMENT

- A. The contractors, in consideration of securing the business of erecting or construction public works in this State, recognizing that the business in which he/she is engaged is of a transitory character, and that in the pursuit thereof, his/her property used therein may be without the State when taxes, excises, or license fees to which he/she is liable become payable, agrees:
1. To pay promptly when due all taxes, (other than real property), excises and license fees due to the State, its subdivisions, and municipal quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term;
 2. That if the said taxes, excises, and license fees are not payable at the end of said term, but liability, for the payment thereof exists, even though the same constitute liens upon his/her property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
 3. That, in the event of his/her default in the payment or securing of such taxes, excises, and license fees, to consent that the department, officer, board, or taxing unit entering into this contract may withhold from any payment due him/her hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said contractor is liable.

IB-13. PERFORMANCE PERIOD

- A. This work shall be substantially completed no later than August 26, 2022, a duration of one hundred and twenty (120) days, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents.

IB-14. CONSIDERATION OF MULTIPLE DIVISIONS OF WORK

- A. The bidder shall submit a proposal for all divisions, if applicable. Considerations of proposals for each division of work shall be made separately (i.e. one bidder may be awarded one division; another bidder may be awarded one of the other divisions).

IB-15. ALTERNATES

- A. If an alternative bid schedule is included, the bidder must submit a bid for each item in the alternate bid schedule. Low bid will be based upon the combined total price of the alternate(s) that the owner elects to use plus the base bid. If the owner elects to use an alternate(s), the amount of the contract will be the amount of the base bid modified in accordance with the amount of the alternate(s). An alternate may be additive to the scope of work described by the base bid items or may be substituted for the base bid item. Unit prices for alternate items will receive the same consideration for award as unit prices for base bid items.

IB-16. SUBCONTRACTORS TO BE LISTED ON BID

- A. All bidders shall comply with Idaho Code Section 67-2310. **Failure to comply with Idaho Code Section 67-2310 shall render such bid unresponsive and void.** Information provided pursuant to this section must be current and correct as of the date of the submission of the bid. Do not use the term "mechanical" when identifying any work to be performed on this project.
- B. The name, address, Idaho Public Works License Number and bid amount for each subcontractor to be utilized on the project must appear on the bid. Every subcontractor intending to perform plumbing work, and/or heating and air conditioning work, and/or electrical work must include its name, address, and Idaho Public Works License Number which allows it to perform such work, and bid amount for each of the following areas: plumbing work, heating and air conditioning work, electrical work. If a subcontractor intends to perform work in more than one of these specialties, such a subcontractor must list its name, address, Idaho Public Works License Number, and bid amount more than once (i.e., for each of the following subject areas: plumbing work, heating and air conditioning work, electrical work). It is helpful, but not mandatory, that each subcontractor includes its specialty construction category numbers, if any, with its submission of its Idaho Public Works License Number.
- C. Every contractor intending to perform its own plumbing work, and/or heating and air conditioning work, and/or electrical work, must include its name, address, and Idaho Public Works License Number which allow it to perform such work for each of the following areas: plumbing work, heating and air conditioning work, electrical work. A contractor does not need to list the amount of the bid for plumbing work, heating and air conditioning work, or electrical work which it intends to perform.
- D. Subcontractors, Equipment and Material: The successful bidder, in addition to listing the names and addresses of subcontractors in his/her bid, shall, within seven (7) days after opening of the bids, notify the Engineer in writing of the names of all major equipment and material suppliers proposed for the principal parts of the work, and for such others as the Engineer may direct, and shall not employ any subcontractors, (or purchase any equipment), to which the Engineer or CITY may within a reasonable time object to as incompetent or undesirable.

GENERAL CONDITIONS

GC-1. COMPLIANCE

- A. The Contractor shall observe and comply with all Federal, State, and Local laws, codes, ordinances, and regulations, including all licensing and permit requirements which, in any manner, apply to the work being performed under this contract. No pleas of misunderstanding or ignorance on the part of the Contractor will in any way serve to modify the provisions of this requirement. The Contractor and his/her surety shall indemnify and save harmless CITY and its employees, agents and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by himself/herself, his/her employees, or his/her subcontractors.
- B. All work shall be completed in accordance with the specifications and plans established for this project.

GC-2. DEFINITIONS

Architect	The Project Architect, if such is designated by the Contract Documents.
Assistant Parks and Recreation Director	The City Parks & Facilities Manager of Moscow, Idaho, and/or engineers and inspectors acting under his/her orders; their authority being limited to the particular duties to which they are assigned
Attorney	The City Attorney of Moscow, Idaho.
City	The City of Moscow, Latah County, Idaho ("CITY"), a municipal corporation existing under and by virtue of the laws of the State of Idaho. Action herein designated as taken by the CITY is to be considered the acts of the Council acting through the Mayor and Clerk.
City Engineer	The City Engineer of Moscow, Idaho, resident engineers and inspectors acting under his/her orders; their authority being limited to the particular duties to which they are assigned.
Clerk	The duly appointed City Clerk of the City of Moscow, Idaho.
Contract Documents	These generally consist of the plans, specifications, agreement, performance bond, payment bond and proof of various types of insurance, including all modifications thereof incorporated in the documents before their execution. These are identified in the Contract.
Contractor	The person, persons, firm, partnership, corporation or other entity contracting to do the work under these

	specifications. The term also includes the Contractor's agents or employees.
Council	The duly elected Council of the City of Moscow, Idaho.
Engineer	The Project Engineer, if such is designated by the Contract Documents.
Subcontractor	The person, persons, firm, corporation or other entity performing work under contract with the "Contractor" but subject, in such performance, to all the requirements of the 'Contract Documents' insofar as they are pertinent.
Bid/Proposal	The written document which is required to be signed by the bidder and which contains the formal statement of price or prices to be paid by the City for the performance required.

GC-3. PLANS AND SPECIFICATIONS AND ADDITIONAL DRAWINGS

- A. The plans for this improvement and the specifications accompanying them shall be considered as a whole, and anything shown or called for in one (1) and omitted in the other is as binding as if called for or shown by both. Figure dimensions shall be in all cases used in preference to scale dimensions. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words so applied having a well-known technical or trade meaning shall be held to refer to such recognized standards.
- B. The Engineer shall furnish to the Contractor the necessary plans and specifications required for the execution of the work at no additional cost. The Engineer shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work.
- C. The Contractor shall submit with such promptness as to cause no delay in his/her own work or in that of any other Contractor, copies of all shop drawings and schedules required for the work of various trades as required by the Engineer, and the Engineer shall pass upon them with reasonable promptness, making desired corrections relating to effects on design. The Contractor shall make any corrections required by the Engineer, file with him/her such corrected copies as the Engineer shall direct, and furnish such other copies as may be needed. The Engineer's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviation from drawings or specifications, unless he/she has in writing called the Engineer's attention to such deviation at the time of submission, nor shall it relieve him/her from responsibility for errors of any sort in shop drawings or schedules.
- D. The Contractor shall keep one (1) copy of all drawings and specifications on the work, in good order, available to the Engineer, CITY, and its representatives.

GC-4. ALTERATION OR MODIFICATION OF CONTRACT DOCUMENTS

- A. No alteration or modification of the terms and conditions of the Contract Documents, except by written change order as provided herein, will be binding unless outlined in detail in a separate written addendum, and then only when properly signed and attested by the Contractor, CITY, and the Engineer.

GC-5. INVESTIGATION BY BIDDERS

- A. The instructions to bidders cover the general scope of this investigation under the article entitled "Examination of the Plans, Specifications and Site". Bidders are specifically instructed to faithfully examine and investigate the entire bid prices submitted on their proposals. No bidder may, without the consent of CITY, withdraw his/her proposal or claim damages or extra compensation by reason of any error or omission made by said bidder in preparing his/her proposal.

GC-6. NON-DISCRIMINATION

- A. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, or disability.
- B. The Contractor shall comply with City Ordinance No. 2013-06 Gender Anti-Discrimination in Housing, Employment & Public Accommodations.

GC-7. INTERPRETATION OF THE SPECIFICATIONS

- A. In the event the specifications and plans are deficient or not clearly expressed, the parties submitted proposals hereunder must apply to the Engineer for the required information or explanation before the bids are submitted.
- B. The request for such explanation or interpretation shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Such interpretation or explanation will be given by the Engineer in writing and a copy will be filed in the office of the City Clerk. CITY will not be responsible for any other explanation or interpretation of the plans and specifications. After submission of bids, no bidder shall claim any misunderstanding in or to the nature of the amount of work to be performed or attempt to hold CITY or any person responsible for any error or omission that may have been made by the bidder.

GC-8. CONTRACTS

- A. Contract Form
 - 1. A copy of the construction agreement form is included in these documents.
- B. Execution of Agreement
 - 1. Within ten (10) days after receiving properly prepared Contract Documents from CITY, the successful bidder shall sign the Agreement. Work shall be started upon written notice to proceed from the Engineer.

C. Subcontracts

1. The Contractor agrees that he/she is as fully responsible to CITY for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her, and that the Contractor shall hold CITY harmless for any activities of such subcontractors and shall indemnify and defend CITY from damages and claims of whatever nature relating or resulting to the activities of such subcontractors.
2. Relations of Contractor and Subcontractor: The Contractor agrees to bind every subcontractor to the terms of the construction contract, the information to bidders, the general conditions, the plans, and the specifications as far as applicable to his/her work, including the following provisions of this article. Nothing in this section shall create any obligation on the part of CITY to pay to or to see to the payment of any sums to any subcontractor.
 - a. The Contractor shall bind every subcontractor to the following:
 - (1) To be bound to the Contractor by the terms of the Contract Documents, and to assume toward him/her all the obligations and responsibilities that he/she, by those documents, assumes toward the CITY. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and CITY.
 - (2) To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment. The Engineer shall, on request, furnish to any subcontractor, wherever practical, evidence of the amounts certified on his/her account.
 - (3) To make all claims for extras, for extension of time and for damages for delays or otherwise, to the Contractor in the manner provided in the general conditions for like claims by the Contractor upon the CITY, except that the time for making claims for extra cost is one (1) week from the date such claim arises.
 - b. The Contractor agrees:
 - (1) To be bound to the subcontractor by all the obligations that CITY assumes to the Contractor under the Contract Documents.
 - (2) To pay the subcontractor for conforming work, upon the payment of certificates, if issued under the terms of payments for the work, the amount allowed to the Contractor on account of the subcontractor's work to the extent of the subcontractor's interest therein.

- (3) To pay the subcontractor for conforming work, upon the payment of certificates, if issued otherwise than as in (2) so that at all times his/her total payments shall be as large in proportion to the value of the work done by him/her as the total amount certified to the Contractor is to the value of the work done by him/her.
- (4) To pay the subcontractor for conforming work to such extent as may be provided by the Contract Documents or the subcontract if either of these provides for earlier or larger payments than the above.
- (5) To pay the subcontractor for conforming work on demand on his/her work or materials as far as executed and fixed in place, less retained percentage, at the time the certificate should be issued, even though the Engineer fails to issue it for any cause not the fault of the subcontractor.
- (6) To make no demands for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the subcontract.
- (7) That no claim for services rendered or material furnished by the Contractor to the subcontractor shall be valid unless written notice thereof is given by the Contractor to the subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.
- (8) To give the subcontractor an opportunity to be present and to submit evidence in any hearing involving his/her rights.
- (9) To pay each subcontractor for satisfactory performance of its contract no later than twenty (20) calendar days from receipt of each payment the Contractor receives from CITY. The Contractor shall return retainage to each Subcontractor within twenty (20) calendar days after the Subcontractor's work is satisfactorily completed.
- (10) To certify with each estimate payment to subcontractors has been made within the prescribed time frames. The certification will be made on forms provided by CITY, and returned within twenty (20) calendar days of receiving the estimate payment.

D. CITY's Right to Terminate Agreement - If the Contractor:

1. Fails to begin work within a reasonable time after the effective date of "Notice to Proceed," or
2. Fails to supply sufficient skilled workmen or suitable materials or equipment to complete the work within the time limits specified; or

3. Performs the work unsuitably or neglects or refuses to remove materials or to re-perform such work which is not in accordance with the plans and specifications; or
4. Discontinues the prosecution of the work for more than ten (10) days; or
5. Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
6. Fails to make prompt payments to subcontractors or for labor, materials, or equipment; or
7. Disregards laws, ordinances, or the instruction of the Engineer; or
8. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
9. Makes an assignment for the benefit of creditors; or
10. Is guilty of a substantial violation of any provisions of the Agreement; in any such event(s), CITY, upon recommendation of the Engineer that sufficient cause exists to justify such action may, without prejudice to any other right or remedy, give notice to the Contractor and his/her surety of such delay, neglect, or default. If the Contractor or his/her surety, within a period of ten (10) days after such notice, does not proceed in accordance therewith, then CITY shall have full power and authority, without violating the Agreement, to take the prosecution of the work from the Contractor. CITY may appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable and may enter into an Agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as may be required for the completion of the contract in an acceptable manner.
11. Costs and charges incurred by CITY, together with the cost of completing the work under the Agreement, will be deducted from any moneys due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the Agreement, then the Contractor and its surety shall be liable and shall pay to CITY the amount of such excess.

E. Contractor's Right to Stop Work or Terminate Agreement:

1. If the work should be stopped pursuant to lawful order of a court of competent jurisdiction, or pursuant to lawful order of other public authority having jurisdiction, for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him/her, or if the Engineer should fail to issue any certificate for payment within twenty-two (22) days after it is due, or if CITY should fail to pay to the Contractor within twenty-two (22) days of its maturity and presentation, any sum certified by the Engineer or awarded by the court, then the Contractor may, upon twenty-two (22) days' notice to CITY and Engineer, stop work or terminate this Agreement or recover from CITY payment for all work

executed and any loss sustained upon any plant or materials and reasonable profit and damages.

F. Assignment:

1. The Contractor shall not assign this contract or sublet or subcontract any portion of it without the prior written consent of CITY nor shall the Contractor assign any moneys due or to become due to him/her hereunder, without the prior written consent of CITY. Any such assignment or sublet without such prior written consent shall be null and void and shall be a ground for termination for cause of this contract by CITY.

GC-9. QUANTITIES FURNISHED BIDDERS

A. Unit Price Contract. The estimates of quantities are only approximate and are for the purpose of comparing bids. CITY reserves the right to increase or decrease individual items in such amount as may be in CITY'S sole judgment, to CITY'S best interests depending upon conditions encountered or observed during the Project. It shall be CONTRACTOR'S responsibility to satisfy itself as to the accuracy of the estimates. The Contractor will be paid for the actual quantities of work finally installed or performed at the applicable unit prices stated in his/her proposal.

1. The unit price of an item of Unit Price Contract shall be subject to reevaluation and adjustment under the following conditions:
 - i. If the total cost of a particular item of Unit Price Contract amounts to fifteen percent (15%) or more of the total Contract Price at the time of award and the variation in the quantity of that particular item of Unit Price Contract performed by CONTRACTOR differs by more than twenty-five percent (25%) from the estimated quantity of such item indicated in the Bid Form; and
 - ii. If there is no corresponding adjustment with respect to any other item of Work; and
 - iii. If CONTRACTOR thinks that CONTRACTOR has incurred additional expense as a result thereof; or if the CITY thinks that the quantity variation entitles the CITY to an adjustment in the unit price, either the CITY or CONTRACTOR may demand a Change in Contract Price. Such Change in Contract Price shall be based upon any increase or decrease in costs due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in Contract Time necessary for completion, CONTRACTOR may request an extension of Contract Time for the Delay in completion resulting from performing the quantity in excess of one hundred twenty-

five percent (125%) of the estimated quantity. If the parties are unable to agree on the effect of any such variation in the quantity of unit price work, either the CITY or CONTRACTOR may make a claim for an adjustment in the Contract Price and/or Contract Time in accordance with the General Conditions.

Items identified as contingency items will be paid at the unit price regardless of variation in quantity of that particular item of Unit Price Work performed by CONTRACTOR.

- B. Lump Sum Contract. The Contractor shall include in the contract sum all allowances named in the Contract Documents and shall cause the work so covered to be performed for such sums as the Engineer may direct, the contract sum being adjusted in conformity therewith. The Contractor declares that the contract sum includes such sums for expenses and profit on account of cash allowances as he/she deems proper. No demand for expenses or profit other than those included in the contract sum shall be allowed. The Contractor shall not be required to employ for any such work persons whom he/she has reasonable objection.

GC-10. MAJOR CHANGES

- A. If unforeseen conditions require a substantial change in the dimensions of a structure, location of underground utilities, or major variation of a similar nature from the original plans, such change shall be covered by a change order. The change order is to set forth in complete detail the nature of the change and reasons therefore, including compensation to be paid and time allotted the Contractor. The change order shall also detail whether the change constitutes an addition or reduction with respect to the original contract costs. Should additional or supplemental drawings be required, they will be furnished by the Engineer providing the Engineer determines the change is warranted.
- B. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.
- C. Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions differing materially and cause an increase or decrease in the cost or time required for the performance of any work under the contract, and adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.
- D. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

GC-11. EXTRA WORK

- A. CITY shall have the right to issue written change orders to Contractor within the general scope of the work without the consent of the Contractor and without notice to any surety of the Contractor. If for any reason extra work is ordered by CITY and the compensation for such extra work cannot be agreed upon in advance, such work will be paid for at the actual cost of the labor, materials, and field supervision required, with the addition of not to exceed a total of fifteen percent (15%) to cover general overhead and profit (including subcontractor's general overhead and profit), use of small tools, payment of insurance and medical aid, taxes, and all other costs in connection therewith. If a fixed sum or unit prices can be agreed upon for any extra work that may be ordered, such sum and prices, together with a description of the work, shall be made a part of the written order. Such orders will be prepared by the Engineer in triplicate, with one (1) copy to CITY, one (1) to the Contractor and one (1) retained by the Engineer.
- B. If during the progress of the work, the Contractor believes he/she is entitled to extra compensation for performing certain phases or items, any and all such claims must be promptly presented to CITY and the Engineer. Unless such claim is presented in writing within fifteen (15) days after it occurs, CITY may, at its discretion, reject the claim. CITY shall specifically reject claims of this nature that have been withheld by the Contractor for more than thirty (30) days.

GC-12. MONTHLY PAYMENTS

- A. The Contractor shall file a monthly request for payment with the Engineer on the 20th day of each month for all work completed to the 20th day of the month. If monthly requests for payment are not received as stated, the CITY shall have the right to withhold payment for that month. The Engineer shall review Contractor's monthly requests for payment on the first day of the month for all work completed to the 20th day of the preceding month, and shall certify such requests for payment. Progress payments will be made by the CITY for all work completed to the 20th day of the preceding month and duly certified by the Engineer, on or before the 10th day of each month in cash or interim warrants. These payments will be equal to ninety-five percent (95%) of the total amounts of the certified requests for payment. The CITY shall retain five (5) percent of the total amount owing the Contractor after the contract has been completed and accepted by the CITY for a minimum period of thirty (30) days. Should any liens or claims be filed during the retention period, the retained percentage will be held until a satisfactory agreement is reached between the CITY, the Contractor, and the Contractor's surety. Before final payment will be made by the CITY, Contractor agrees that it shall furnish the CITY with satisfactory evidence that all persons, including subcontractors, that have performed work or furnished materials pursuant to this Agreement and are entitled to a lien for their work or materials under the laws of the State of Idaho have been fully paid or are no longer entitled to such lien, and the Contractor shall file with the Clerk a notarized affidavit to that effect. Final payment will not be made until CITY has received a tax release from the Idaho State Tax Commission per GC-38.
- B. Progress payments for materials shall be considered eligible only if the materials are jobsite, and accurate, clearly detailed invoices from the material supplier are furnished. The ownership of these materials shall, upon payment from CITY to the Contractor, be vested in the City, and such materials may not be removed from the jobsite without written authorization of the Engineer.
- C. CITY may, but is not obligated to, withhold any payments to the Contractor, in addition to retained percentage, in such an amount or amounts as may be necessary to cover:

1. Payments that may be earned or due for just claims or labor or materials furnished in and about the work;
 2. Defective and/or condemned and/or non-conforming work or materials not remedied;
 3. Failure of the Contractor to make proper payments to a subcontractor;
 4. Reasonable doubt that this contract can be completed for the balance then unpaid;
 5. Damages to another Contractor where there is evidence thereof;
 6. Payments that cover all taxes, excises and license fees due the State and its taxing entities whether or not these moneys are yet due and payable.
- D. CITY shall have the right, but not the obligation, to disperse and shall have the right to act as agent for the Contractor for the limited purpose of dispersing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. In the event CITY elects to disperse such funds, CITY shall render to the Contractor a proper accounting of all such funds dispersed on behalf of the Contractor. Nothing herein shall create in such party or parties entitled to payment a cause of action against CITY for failure to exercise its rights pursuant to this section. Contractor further agrees that no cause of action shall accrue on behalf of the Contractor as a result of CITY's exercise of such right to disperse.

GC-13. TIME OF COMPLETION/LIQUIDATED DAMAGES

- A. The date of completion for this Agreement shall be defined by the Instruction to Bidders included in the Contract Documents. Contractor agrees that time is of the essence in the performance of this Agreement, and that failure to complete this Agreement by such date will result in financial injury to CITY. Contractor further agrees that failure to complete this Agreement by such date shall subject Contractor to payment of liquidated damages to CITY. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding of the actual loss suffered by CITY occasioned by failure to complete the work on time. Accordingly, instead of requiring such proof, CITY and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay to CITY the sum of one-half of one percent (0.005) of the Agreement amount, including change orders, will be deducted by CITY for each and every calendar day that the date of final completion is delayed. Should such deductions exceed the outstanding amount of the Agreement, the Contractor and its surety shall be liable for the excess.
- B. The Contractor herewith specifically waives claims for damages for any hindrance or delay. Contractor shall be granted extensions of time for which liquidated damages will not be claimed by CITY for the following reasons:
1. A delay caused the Contractor by any suit or other legal action against CITY (except a legal action instituted by the Contractor) regarding this Project shall entitle the Contractor to an equivalent extension of time unless the period of such delay exceeds ninety (90) days. When such period is exceeded, CITY will, upon

request by the Contractor in writing, either negotiate a termination of the Agreement or grant a further extension of time, whichever shall be agreed.

2. Time lost by inclement weather, causing suspension of work, will entitle the Contractor to an extension equivalent to the total time so lost, whether it be a single continuous period or the accumulated total of several periods. Inclement weather is defined as that which, in the opinion of the Engineer, would seriously affect the progress of the work or the quality of the work.
 3. Should unforeseen conditions require the performance under a change order, or work more complex or difficult than that originally specified and shown on the plans, and such work, in the Contractor's opinion, requires more time to execute than the proportional increase in dollar value, the Contractor shall state to CITY and Engineer, in writing prior to the performance of such work, his/her estimate of the added time required for such work. CITY may, if such estimate be reasonable, allow an added extension proportionate to the increase in the dollar value of the work.
- C. If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- D. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Agreement has increased as a result of such suspension and the suspension was caused by condition beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make adjustment as provided (excluding profit) and modify the Agreement in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Agreement is warranted.
- E. No Agreement adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.
- F. No Agreement adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term of condition of this Agreement.

GC-14. ABANDONMENT OF WORK

- A. If the Contractor abandons the work for a period of twenty-one (21) days for any cause other than failure of CITY to make monthly payments, or refuses to comply with the provisions of the plans and specifications, CITY shall have the right to notify the Contractor's surety and require said surety to complete the work in accordance with the aforesaid plans and specifications. In the event no liens or claims have been filed and CITY fails to make progress payments, the Contractor may then, at his/her option, cease operations until payments are resumed by notifying CITY of his/her intention to cease

operations for this cause. Should the Contractor abandon the work, fail or refuse to complete the work embraced in this contract, or fail to pay just claims for labor and materials, CITY reserves the right to charge against the Contractor, and Contractor agrees to pay, all legal, engineering, or other costs caused by such abandonment, failure or refusal. The Contractor agrees that such legal costs shall also include CITY's costs of defending any suits in connection with such abandonment, failure or refusal and nonpayment of claims wherein CITY is made a co-defendant.

GC-15. AUTHORITY OF ENGINEER

- A. The Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; questions which may arise as to the interpretation of the plans and specifications; and questions as to the satisfactory and acceptable fulfillment of the terms of the Agreement.
- B. The Engineer, including his/her employees and agents, shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. Inspections by the Engineer shall be promptly made. If any work should be covered up without approval or consent of the Engineer, it shall be uncovered, if required by the Engineer, for examination. The costs associated with the uncovering of such non-approved work shall be the responsibility of Contractor and shall not be charged to CITY.
- C. Reexamination of questioned work may be ordered by the Engineer and if so ordered the work must be uncovered by the Contractor. If such work be found in accordance with the plans and specifications, CITY shall pay the cost of the reexamination and replacement. If such work is found not in accordance with the plans and specifications, the Contractor shall pay such costs.
- D. If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or Agreement time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- E. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Agreement has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or sub-contractors at any approved tier, and not caused by weather, the Engineer will make an adjustment and modify the Agreement in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Agreement is warranted.
- F. In making the Agreement adjustment a markup for profit will only be allowed on changed or extra work caused by the delay or suspension. No profit will be allowed on any other delay or suspension costs including, but not limited to, standby costs or extended indirect costs. Payment for changed and extra work will be made in accordance with section GC-11.

- G. No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the prescribed time.

GC-16. PERFORMANCE AND PAYMENT BONDS

- A. The Contractor shall execute a separate performance bond and payment bond, each in penal amounts at least equal to one hundred percent (100%) of the of the full Agreement price, such bonds to be executed by a corporate bonding company (surety) licensed to do business in the State of Idaho and which is acceptable to CITY. Such corporate bonding company (surety) shall be required to be named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The premiums of such bonds shall be paid by Contractor. The performance bond shall be conditioned upon the Contractor's faithful performance of all the covenants and Agreements on the part of the Contractor to be kept and performed at the times and in the manner set forth in the Agreement, including the repair or replacement where required, or the cost of repair or replacement, of all work performed under the terms of this Agreement. The payment bond shall be conditioned upon the payment to all persons, including subcontractors, who have, and fulfill, contracts for performing labor and furnishing materials in the prosecution of the work provided for in such Agreement, provided that every such payment bond shall be construed, regardless of its language, as incorporating within its provisions the obligation to pay those persons who furnish labor or materials as stated in the Contract Documents.
- B. Such bonds shall remain in full force and effect during the term of this Agreement and during the terms of any warranty required by the specifications and shall be held in the custody of CITY. The current power of attorney for the persons who sign for the surety company shall be attached to the bond. The power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature shall not be acceptable to CITY.
- C. If, at any time, a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Idaho or is removed from the list of surety companies accepted on Federal bonds, the Contractor shall, within ten (10) days after notice from CITY to do so, substitute an acceptable bond (or bonds) in such form and sum signed by such other surety or sureties as may be satisfactory to CITY. The expense of such replacement bonds shall be borne by the Contractor. No further payments by CITY pursuant to this Agreement shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to CITY.

GC-17. INSURANCE/CITY TO BE NAMED AS ADDITIONAL INSURED

- A. The Contractor shall not commence work until he/she has obtained all insurance required under this section or until he/she has satisfied CITY in this respect; nor shall he/she allow any subcontractor to commence work until such subcontractor has also obtained such required insurance applicable to such subcontractor's work. The Contractor shall maintain such required insurance coverage throughout the term of this Agreement as will hold CITY harmless and shall indemnify CITY for any losses arising out of the Contractor's operations, including any contingent liability arising there from. The cost of such insurance shall be borne by the Contractor. The Contractor shall furnish copies of all insurance policies and/or certificates of insurance to CITY at the time of execution of this Agreement. Each policy shall include a provision to the effect that it shall not be subject to cancellation, or reduction in the amounts of its liabilities, or any other material change, until notice has

been given in writing to CITY and the Engineer not less than fifteen (15) days prior to such action. Contractor shall further cause CITY to be named as an additional insured on all applicable insurance policies.

- B. The Contractor shall take out and maintain during the term of this Agreement, statutory worker's compensation insurance for all employees who will work on this Project, and if any work is subcontracted, the Contractor shall require the subcontractor similarly to provide such insurance for all of the latter's employees unless they are included under the protection afforded by the Contractor.
- C. The Contractor shall take out and maintain during the term of this Agreement comprehensive public and general liability insurance. The comprehensive public and general liability insurance shall have, at a minimum, a coverage limit of at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence, and ONE MILLION DOLLARS (\$1,000,000.00) aggregate. Policies containing deductible clauses will not be acceptable.
- D. The Contractor shall take out and maintain, during the term of this Agreement, builders' risk insurance which shall be written in completed value form, shall protect the Contractor and CITY against 'all-risks' of direct physical loss to buildings, structures, equipment and materials to be used in providing, performing or completing the project. This insurance shall be written with limits not less than the insurable value of the project at completion. This insurance shall include coverage while equipment or materials are in warehouses, during installation, during testing, and after the project is completed, but prior to final payment.
- E. Contractor's Responsibility for Materials. The Contractor shall be responsible for all materials and work performed until final acceptance by CITY.
- F. Contractor shall require all subcontractors to maintain the above referenced insurance requirements and shall verify that such requirements have been met by requiring all subcontractors to provide certification therefore.

GC-18. PATENT ROYALTIES AND PROCESS FEES

- A. The Contractor shall furnish CITY a license or licenses for the use of any process or processes in connection with this Project. The Contractor shall include in the unit price bid any patent royalties or license fees for equipment installed or construction methods used.

GC-19. CONTRACTOR RESPONSIBLE FOR WORK

- A. The Contractor shall be responsible for all work until its acceptance by CITY.
- B. The Contractor shall be responsible for all quality control including but not limited to tests and inspections; correction, removal of defective work.

1. Tests and Inspections

- a. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- b. Contractor shall employ an independent testing laboratory or testing agency and shall be responsible for arranging and shall pay for all specified tests, inspections, and approvals (including tests, inspections, and approvals to be paid for on a cash allowance basis) required for CITY's and Engineer's acceptance of the Work at the site except: costs incurred in connection with tests or inspections as otherwise specifically provided in the Contract Documents.
- c. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- d. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to City and Engineer.
- e. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.
- f. Uncovering Work as provided in paragraph e. above shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

GC-20. USE OF COMPLETED PORTION

- A. CITY reserves the right to use and occupy any portion of the improvement which has been completed sufficiently to permit use and/or occupancy, and such use and/or occupancy shall not be construed as an acceptance of the work as a whole or any part thereof. Any claims which CITY may have against the Contractor shall not be deemed to have been waived by such use and/or occupancy.

GC-21. SIGNATURES

- A. A proposal made by a corporation shall be signed and sealed by the legally authorized officers of said corporation. If awarded the Agreement, the Agreement shall also be executed by proper authorized officers and be affixed with the corporate seal. If a proposal or Agreement is signed by an agent, such agent shall furnish satisfactory written evidence of the agent's authority to sign as the legal representative of the bidder. An authorized partner of a co-partnership may sign the Agreement subject to the approval of the Attorney,

who may, at his/her discretion, require each and every member of the co-partnership to sign the Agreement.

GC-22. ORDERS TO BEGIN WORK

- A. The successful bidder shall not begin work until after the Agreement has been executed and the surety bond and insurance has been approved by the Attorney. The order for the Contractor to begin work shall be issued by the Engineer by a written "Notice to Proceed".

GC-23. ORDER OF WORK

- A. The Agreement period and time of completion will be as set forth in the Instruction to Bidders included in the Contract Documents.
- B. GC-13 "Time of Completion/Liquidated Damages" of the General Conditions shall apply to interim as well as final completion dates.
- C. The specific details of the order of work will be established by the Engineer before construction begins. Before the successful bidder is authorized to begin work, he/she shall attend a pre-construction conference with the Engineer. At this time the successful bidder shall present a written schedule for the entire Project, specifying the beginning and completion dates for each phase of work. Once approved by the Engineer, this schedule shall be adhered to by the Contractor and he/she shall employ the necessary work force and equipment to maintain such schedule. Contractor further agrees that the approval by the Engineer of such schedule shall not create any liability to the Engineer or CITY for Contractor's means, methods, sequences, techniques or site safety.

GC-24. EFFICIENCY OF OPERATION/LICENSING

- A. The work embraced in this Project shall be started at the earliest possible date after issuance of the Notice to Proceed, and shall be prosecuted regularly and without interruption thereafter, unless otherwise directed by the Engineer. The Contractor shall furnish work force and equipment sufficient to accomplish full completion of the work within the time specified in the proposal and Agreement. The Contractor shall at all times employ efficient and experienced workers. Contractor shall also require and verify that all workers and subcontractors are licensed in accordance with law and/or regulation.

GC-25. PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall exercise particular care in protecting surrounding buildings, structures, trees, and property from injury during the demolition and construction operation, and shall be responsible for their protection and shall repair or compensate the CITY thereof for any damage which may result from such demolition and construction operations. The expense of such compensation or repair shall be borne by Contractor, and shall not be the responsibility of CITY.
- B. The Contractor shall exercise particular care in protecting trees, located on private or public property, from injury during the demolition and construction operations. If the Contractor's duties under this Agreement shall cause any damage, mutilation, or destruction whatsoever, of any tree, due to Contractor's need to remove, top, excavate, fill, or compact the roots of such tree, or by the placement or storage of any materials which are hazardous to trees, near such tree, the Contractor shall:

1. Inform the Engineer in writing of such need; and
 2. Plot the location of such tree on the site plan which is the subject of this Agreement; and
 3. Comply with all permit requirements as set forth in the Community Forest Ordinance, Moscow City Code §5-8-1 et seq.
- C. Any utilities damaged by the Contractor shall be repaired by the Contractor and the Contractor shall be responsible to maintain temporary service until such damage is repaired. The expense of such repair and/or temporary service shall be borne by Contractor, and shall not be the responsibility of CITY.
- D. The Contractor shall provide and maintain temporary sidewalks, warning lights, barricades and other preventive means to safeguard pedestrian and vehicular traffic around the construction, as deemed necessary by CITY.
- E. During all construction operations, the Contractor shall construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to his/her residence or place of business unless the Contractor has made a special arrangement with the affected persons.
- F. Construction operations and parking of vehicles shall be confined to areas designated by CITY. Contractor shall consult the proper traffic regulatory authorities regarding the routing of trucks and other vehicles, and shall follow the direction of such authorities.
- G. Any structures, tanks, mechanisms or equipment damaged by the Contractor shall be repaired at the Contractors expense. Any fines or penalties incurred by CITY as a result of any damages to the facilities shall be paid or mitigated by the Contractor.

GC-26. RESPONSIBILITY FOR SAFETY

- A. The Contractor shall be responsible for the safety of his/her work, equipment, and materials until the finished project is accepted by CITY.

GC-27. GUARDS AND BARRICADES

- A. The Contractor shall erect and maintain such barricades, detour signs and warning lights as will effectively mark any hazards or detours and the Contractor shall be liable for any damage occasioned by his/her acts or negligence, or the acts or negligence of his/her employees, agents or subcontractors, and shall indemnify CITY and the Engineer against loss and/or liability for any such damage, acts or negligence. Traffic signs shall be in accordance with the standards presented in the most current edition of the "Manual on Uniform Traffic Control Devices".

GC-28. EXISTING TRAFFIC SIGNS AND FACILITIES

- A. Existing traffic and street name signs which will interfere with construction shall be removed by the Contractor and stored in a safe place. These signs shall not be removed until the Contractor has obtained the consent of the traffic regulatory authorities having jurisdiction and until the necessary measures have been taken to safeguard traffic after the

signs have been removed. Preservation and maintenance of the signs shall be the sole responsibility of the Contractor. As soon as sign location no longer interferes with work, the Contractor shall reset all such signs at locations indicated by the traffic regulatory authorities having jurisdiction, in cooperation with the Engineer and Streets Department. All costs incurred in work outlined above shall be considered as incidental to the construction contract, and shall be borne by Contractor.

GC-29. MAINTAINING POSTAL SERVICE

- A. Postal service shall be maintained in accordance with instructions of the U.S. Post Office Department. The Contractor shall be responsible for moving mail boxes to temporary locations designated by the Post Office Department, and at completion of the work he/she shall replace them in locations and in condition satisfactory to the Post Office Department.
- B. It will be the Contractor's responsibility to contact the U.S. Post Office Department for their requirements in maintenance of postal service and to follow those requirements.
- C. In cases where posts upon which the box or boxes are fastened are in such condition that they cannot be reset, the Contractor shall furnish posts for this purpose at his/her own expense.
- D. All costs incurred in work outlined above shall be considered as incidental to the construction contract, and shall be borne by Contractor.

GC-30. EMERGENCY WORK

- A. The Contractor will not be allowed added compensation for any emergency work performed on Sundays or legal holidays unless such work is ordered in writing by the Engineer.

GC-31. SUPERVISION OF WORK

- A. During the progress of the work, the Contractor shall employ a competent superintendent and any necessary assistants at the job site. The superintendent shall not be changed except with the approval of the Engineer (or upon the order of the Engineer should the superintendent be or become unsatisfactory to the Engineer) unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his/her employ. The superintendent shall represent the Contractor in the Contractor's absence and all directions given to him/her shall be as binding as if given to the Contractor. Important directions shall be so confirmed on written request in each case.
- B. The Contractor shall give efficient supervision to the work, using his/her best skill and attention. He/she shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Engineer any error, inconsistency or omission which he/she may discover, but he/she shall not be held responsible for their existence of discovery.

GC-32. CORRECTION AND COMPLETION OF WORK

- A. Correction of Work before Final Payment:
 - 1. The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to conform to the Agreement, whether incorporated in

the work or not, and shall re-execute any work condemned by the Engineer as failing to conform to the Agreement, and the Contractor shall promptly replace such non-conforming materials and re-execute such non-conforming work in accordance with the Agreement, such costs of replacement and re-execution to be borne by Contractor at no additional expense to CITY.

2. If the Contractor does not re-execute such non-conforming work and/or remove and replace such non-conforming materials within a reasonable time, fixed by written notice of the Engineer, then and in that event, CITY may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten (10) days' time thereafter, CITY may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall account to Contractor for the net proceeds thereof, after deducting all the costs and expenses of such removal, storage, sale and repair. Nothing contained herein shall relieve the Contractor from his/her responsibility to perform the work in accordance with the Contract Documents, nor to reduce the liability of the Contractor to replace such non-conforming materials or re-execute such non-conforming work.

B. Correction of Work after Final Payment:

1. Neither the final certificate, nor payment, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty and/or non-conforming materials or workmanship and unless otherwise specified, he/she shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance. CITY shall give notice of observed defects with reasonable promptness.

C. Deductions for Uncorrected Work:

1. If the Engineer and CITY deem it inexpedient to correct work injured or done not in accordance with the Agreement, an equitable deduction from the Agreement price and/or extended warranty shall be made therefore.

GC-33. SUBSTITUTES CLAUSE

- A. In order to establish a basis or quality, certain processes, types of machinery and equipment, kinds of material, may be specified on the plans or herein, by designating a manufacturer by name and referring to his/her brand or product designation. It is not the intent of these specifications to exclude other processes, equipment or materials or a type and quality equal to those designated.
- B. The materials, products and equipment described in the bidding documents establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution.
- C. Approval of alternate and equal specified equipment and material will be only by addenda issued by the Engineer at least five (5) days prior to bid opening. Requests for approval of alternate equipment and materials manufacturers must come from the manufacturer or bidder at least ten (10) days prior to bid opening. All such requests must be accompanied

by drawings and specifications in sufficient detail to allow the Engineer to determine whether or not the equipment and materials proposed is equal to that specified. The determination as to whether or not the proposed substitute equals that specified, shall rest solely with the City, based upon the opinion of the Engineer. The burden of proof of the merit of the proposed substitute shall be upon the proposer.

- D. No extra compensation will be allowed the Contractor for any changes required to adopt the substitute equipment; therefore, the Contractor's proposal, including the approved alternate, shall include all costs for any modifications to the plans such as structural and foundation changes, additional piping or changes in piping, electrical changes, or any other modifications which may be necessary or required for approval and adoption of the proposed alternate equipment.

GC-34. DETAILED BREAKDOWN OF CONTRACT PRICE

- A. The Contractor shall, within ten (10) days after receipt of this notice to proceed, submit a complete breakdown of all lump sum bid items showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon acceptance of the breakdown of the contract price by the Engineer, it shall be used as the basis for all requests for payment.

GC-35. CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

- A. Certain utilities and structures which are expected to be adjacent to or encountered in the work are shown on the plans. It is known that there are discrepancies and omissions in the locations and quantities of existing utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either the City or the Engineer for their accuracy or completeness.
- B. It is the Contractor's responsibility to notify "CALL BEFORE YOU DIG" at nationwide #811 prior to excavating and to comply with Idaho Code Section 55-2207 and all other applicable laws and regulations regarding the protection of underground utilities.
- C. At points where the Contractor's operations could cause damage which might result in considerable expense, loss, and inconvenience when his/her operations are adjacent to or near a railway, telephone, television, power, oil, gas, water, sewer, irrigation, or other private or municipal systems, the operations shall be suspended until all arrangements necessary for the protection thereof have been made by the Contractor.
- D. The Contractor shall notify all utility offices which are affected by the construction operation at least forty-eight (48) hours in advance of such construction. Under no circumstances shall the Contractor expose any utility without first requesting permission from and being granted to do so from the affected agency. Once permission has been granted, Contractor shall locate, if necessary, and expose all existing underground utilities in advance of any trenching operation. Hand digging shall be required within twenty-four (24) inches of a marked utility.
- E. The Contractor shall protect all other poles from damage. If interfering power poles, telephone poles, guy wires, or anchors are encountered, Contractor shall notify the Engineer and the affected utility company at least forty eight (48) hours in advance of

construction operations to permit the necessary arrangements to be made with the affected utility company for protection or relocation of the interfering structure.

- F. The Contractor shall be solely and directly responsible to the CITY and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims, of any character brought because of any injuries or damage which may result from the carrying out of the work to be done under the Agreement. Contractor shall hold harmless, indemnify and defend CITY from any such claims.
- G. In the event of interruption to domestic water, sewer, storm drain, or to other utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority. After such notification, the Contractor shall cooperate with said authority in restoration of service as promptly as possible and the Contractor shall bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist beyond working hours unless prior approval is received from the Engineer.
- H. In the event the Contractor encounters utility lines that interfere with trenching, the Contractor may, by obtaining prior written approval of the appropriate utility company, cut the service, dig through and restore the service with similar and equal materials at the Contractor's expense.

GC-36. STREET CLEANUP DURING CONSTRUCTION

- A. The Contractor shall clean all spilled dirt, gravel, or other foreign material caused by the construction operations from all streets and roads at the conclusion of each day's work.

GC-37. CLEANUP

- A. The Contractor shall at all times during the work keep the premises clean and orderly. He/she shall promptly remove all waste materials and rubbish. All directions from the Engineer and all authorized public officials having jurisdiction over health and safety shall be obeyed.

GC-38. PROOF OF TAX PAYMENT

- A. The Contractor shall, within ten (10) days after receipt of the Notice of Award, furnish the Idaho State Tax Commission with a completed State of Idaho Form WH-5, PUBLIC WORKS CONTRACT REPORT (https://tax.idaho.gov/forms/EFO00168_05-27-2020.pdf). Copies of the form may be obtained from CITY, or from the Idaho State Tax Commission.
- B. The Contractor shall furnish evidence that he/she has paid all state and local taxes which have become due and payable and that he/she has secured payment of state and local taxes which have accrued, but which are not due. CITY shall not make final payment to Contractor until a tax release (https://tax.idaho.gov/forms/EFO00234_05-27-2020.pdf) from the Idaho State Tax Commission has been received by CITY.

GC-39. HOLD HARMLESS REQUIREMENT

- A. In addition to other rights granted CITY by the Contract Documents, the Contractor shall indemnify and save harmless CITY, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained

by any person, persons, or property on account of the operations of the Contractor or his/her subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of the Contractor or his/her subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order or decree.

GC-40. JURISDICTION AND DISPUTE RESOLUTION

- A. Either CITY, or Contractor, may request mediation of any Claim submitted to Engineer for a decision before such decision becomes final and binding. A mediator with a background in construction litigation shall be selected by mutual agreement. In the event the parties cannot mutually agree upon a mediator, the Trial Court Administrator for the Second Judicial District shall submit a list of three (3) mediators to the parties. Each party will be allowed to strike one (1) of the listed mediators, Contractor proceeding first and CITY second. The remaining person shall then be the mediator. Costs of the mediation shall be borne equally by the parties.
- B. CITY and Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of filing of the request.
- C. If the Claim is not resolved by mediation, Engineer's action or denial shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, CITY or Contractor:
 - 1. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 2. gives written notice to the other party of the intent to file an action in the Second Judicial District of the State of Idaho which court, the parties agree, is the court with jurisdiction to hear the dispute. The action must then be filed not later than sixty (60) days after substantial completion of the Project.

GC-41. PERMITS AND LICENSES

- A. The Contractor shall obtain and pay for all permits and licenses, including but not limited to the following:
- B. Those required by the Moscow City Code, such as:

Community Forestry Ordinance	§5-8-1 et seq.
Building Code	§7-1-1 et seq.
Plumbing Code	§7-1-2 et seq.
Electrical Code	§7-1-3 et seq.
Gas Code	§7-1-4 et seq.

- C. Those required by the Idaho Code or other State Law.
- D. Those required by the Code of Federal Regulations or other Federal Law.

GC-42. ENVIRONMENTAL MATTERS

- A. Contractor shall comply with all statutes and regulations regarding environmental matters, including, but not limited to, matters of health, safety, exposure, disposal, reporting, mitigation, etc.

GC-43. NO THIRD PARTY BENEFICIARIES

- A. No claim as a third party beneficiary under this Agreement by any person other than Contractor shall be made or shall be valid against CITY, and CITY shall not be liable for or be held to pay any money to such person.

GC-44. COMPLIANCE WITH GRANT CONDITIONS

- A. Contractor shall comply with all conditions of, and all laws applicable to, and all policies, practices and procedures of the City applicable to, any federal, state or local grant received by the City or Contractor at any time with respect to this contract or with respect to the provision, performance or completion of the work.

SPECIAL PROVISIONS

SCOPE

These Special Provisions cover the work necessary to carry out the scope of this project, which includes the removal of existing TPO roofing, as well as temporary relocation of rooftop and wall-mounted accessories such as mechanical unit, ventilation pipes, conduit, drains and downspouts, etc. Contractor to furnish and install new (20 year) TPO roofing including additional insulation, accessories, and slope build-up as required in the contract drawings, as well as installation of new scuppers and fascia at roof edge and overhangs. Within the scope of this project is mitigation and repair of cracks in vertical CMU and CIP concrete walls by use of epoxies and silicone sealants. After remediation, the base bid includes a painted finish at exterior walls – some locations are to receive a fluid-applied weatherproofing under rigid insulation and a Metal Wall Panel and Plank system with integral rainscreen barrier. Windows, doors, soffits, and storefront to receive paint, flashing, sealants, as indicated in the drawings. Alternates are as follows:

- *Alternate One – Additional Metal Wall Panels and Planks on North and East elevations in lieu of painted finish at existing CMU.*
- *Alternate Two – TPO thickness to increase to 70mm or 80mm to meet 30 year warranty requirements as specified.*

All work shall be completed as shown on the construction plans and herein described in these specifications.

Note: All quantities are approximate, planned and actual quantities may vary.

GENERAL

All labor, materials, equipment, traffic control, and incidentals necessary for the completion of the work, as herein described in these specifications and as shown on the plans, shall be furnished by the Contractor. All work performed under this contract shall be completed in strict accordance with these SPECIAL PROVISIONS, , CONTRACT PLANS, and the City of Moscow STANDARD CONSTRUCTION SPECIFICATIONS and DRAWINGS (**unless herein modified**). These SPECIAL PROVISIONS, the SCOPE OF WORK DESCRIPTION, and the CONTRACT PLANS have precedence over the City standards and Standard Drawings where not in agreement.

It is the intent and purpose of these specifications and plans to obtain good workmanship throughout, with all work complying with these specifications. The project will not be considered substantially complete until all requirements of these specifications have been completed to the satisfaction of the Engineer.

Contractor shall be responsible for temporary protection of the work, which shall begin upon mobilization and commencement of the work and shall be in effect through substantial completion and final acceptance of the owner. Contractor shall make provision, at no additional cost to the City, to protect workmanship from adverse events, including but not limited to weather events, water intrusion, debris intrusion, vandalism, and unauthorized entry to work site.

Contractor shall be responsible for maintaining building access for occupants and users of the building, and shall minimize disturbances to occupants to the greatest degree possible.

Contractor shall be responsible for ensuring all materials are installed within temperature, humidity, and moisture requirements set forth by the contract documents, manufacturer's recommendations, and best industry practices.

Contractor shall provide flagging, barriers, flashers, etc. as needed for the protection of the public at all times through the duration of the project.

Contractor shall not disturb existing exterior landscape or hardscape elements, including but not limited to plants, trees, shrubs, irrigation, valve boxes, sidewalks, curbs, asphalt pavement, etc. If damage occurs, the contractor shall repair or replace to original condition at no additional cost to the owner.

Contractor shall provide adequate temporary bracing and shoring to all structural elements as needed, until new work is installed and permanently fastened.

Contractor shall provide all access, scaffolding, lifting, hoisting, unloading, or handling of materials, either new or existing to be demolished.

Contractor shall be responsible for providing fall protection and barriers, as required by codes, authorities having jurisdiction, and best industry practices.

Contractor shall provide the City with written notice of shutdowns prior to commencement of the work.

Contractor shall adhere to current codes and regulations of the City of Moscow, State of Idaho, and all other jurisdictions having authority.

Contractor shall make provision for normal building access, as to not interfere with day to day operations of the staff occupying the facilities.

Contractor shall keep the worksite free and clear of excess debris, dust, stockpiled materials, or other waste. All debris or rubbish generated by the Contractor's operations shall be removed and the areas occupied during such operation shall be left in a neat appearing condition. Any property, public or private, damaged by the Contractor shall be repaired to its original condition at the expense of the Contractor and approved by the Engineer.

Contractor shall provide City and Architect with product data submittals for review prior to commencement of new work.

Contractor shall be responsible for providing temporary restroom facilities and utility sink for use of construction personnel.

Contractor shall provide City and Architect with closeout documentation consisting of as-built drawings, warranties, Operation and Maintenance manuals, and Product Data Submittals prior to submitting request of final payment. This document is to be submitted in an electronic format for review.

Contractor shall be responsible for field verification of selective demolition prior to commencement of the work.

Contractor shall be responsible for temporary removal or relocation of existing elements, as well as reinstallation after new work is completed. Reinstallation, relocation, and repairs to disturbed elements shall be to the satisfaction of the City and Architect.

Curbs and sidewalk damaged by the Contractor during this project shall be replaced by the Contractor and constructed to ES-13 and ES-14 of the City's Standard Construction Specifications, respectively.

Contractor shall notify City and Architect immediately upon discovery of hazardous materials, including but not limited to asbestos, PCB's, lead paint, etc.

Items referred to on the project plans as "found pins" or "monuments" are land net corner or property corner monuments and shall be retained and protected until such time as the Engineer approves their removal. In some cases, the Contractor may be required to work around monuments. Removal of monuments not approved by the Engineer shall be replaced by a professional land surveyor at the expense of the Contractor.

Construction items that are not explicitly covered in these written specifications but are required to complete a functioning project shall not be misconstrued by the Contractor as not being a part of the scope of the work covered by the contract. Those items that are not specifically covered in these specifications, but are required by the CONTRACT PLANS, shall be constructed in accordance with the construction industry's highest standards.

The Contractor shall bring to the Engineer's attention any problems associated with any part of the design and/or construction of this project – as a consequence of design error, construction error, site conditions, or any other unanticipated construction variable. The Contractor and the Engineer will then jointly work out a solution to the problem.

The Contractor shall provide sufficient access for the City, Architects, Inspectors, or their authorized Representatives to inspect or examine the work at any time throughout the duration of construction. If any work should be covered up without the approval or consent of the City, it shall be uncovered, if required by the City, for examination. The costs associated of the uncovering shall be the responsibility of the Contractor.

SP-1. MOBILIZATION

This item shall consist of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of offices, buildings and other facilities necessary for the work on the project; for premiums on bond and insurance for the project; for all other work and operations which must be performed or costs incurred before beginning production work on the various contract items. Mobilization cost for subcontracted work shall be considered to be included in the prices bid by the prime contractor.

SP-2. REMOVALS AND DISPOSALS

This item consists of furnishing the necessary materials, labor and equipment to remove existing TPO roof, underlayment, downspouts, drains, gutters, etc. as indicated in the contract documents. All removals and disposals shall be in accordance with City of Moscow Engineering Specification ES-4.

The Contractor shall be responsible for all removals delineated by City staff as specified in plans, specifications, and contract documents, and as may be necessary to complete the work in accordance with the scope of the work and City Standards.

The contractor must notify the property owner at least 24 hours in advance of any impact to driveway access.

SP-3. REPAIR OF EXISTING CMU AND CAST-IN-PLACE CONCRETE

Contractor shall furnish and install all masonry and concrete crack repair products, including but not limited to silicone sealants, epoxy resins, backer rods, etc. as required by the contract documents.

Contractor shall be responsible for mitigating dust, slurry, excess materials, as well as removal of said materials from the site.

Contractor shall be responsible for surface preparation, which may include but is not limited to, pressure washing, scraping, sanding, grinding, on masonry or concrete surfaces to receive rehabilitation or repair.

Contractor shall immediately notify in writing the City and Architect of unexpected or unsuitable conditions which may interfere with the commencement of work.

SP-4. COLD-FORMED METAL FRAMING

Contractor shall furnish and install all metal channels, furrings, mechanical fasteners, hardware, brackets, and related accessories as required for a full and complete installation.

Contractor shall be responsible for ensuring that metals meet the size, gauge, color, finish, and treatment requirements as indicated in the contract documents.

Contractor shall be responsible for verifying surfaces are ready to receive cold formed metal framing.

SP-5. ROUGH CARPENTRY

Contractor shall provide all rough carpentry, including labor, materials and tools, as indicated in the contract documents, which may include but is not limited to framing, roof curbs, blockings, openings, furrings, etc. as required for a full and complete installation.

Contractor shall furnish and install all mechanical fasteners, hardware, brackets, and accessories as related to rough carpentry for a full and complete installation.

Contractor shall be responsible for mitigation and removal of sawdust created by carpentry activities.

SP-6. FINISH CARPENTRY

Contractor shall provide all finish carpentry, including labor, materials, and tools, as indicated in the contract documents, which may include but is not limited to trim, casing, millwork, veneers, etc. for a full and complete installation.

Contractor shall ensure all specifications pertaining to species, finish, surfacing, grade, and treatment of wood products, as well as moisture content requirements are met as indicated in the contract documents.

SP-7. THERMAL INSULATION AND WEATHER BARRIERS

Contractor shall furnish and install all thermal insulation and weather barriers as indicated in the contract documents, which includes but is not limited to fluid applied membranes, insulation products, rain screen assemblies, mechanical fasteners, tapes, seams, furrings, strips, screws, sealants, hot-welds, and related accessories in order to provide a full, complete, and weathertight installation.

Contractor shall be responsible for surface preparation of all surfaces to receive insulation and/or weather barriers of all types.

Contractor shall be responsible for providing all product data to the City and Architect prior to installation to ensure products meet or exceed the basis of design.

Contractor shall ensure products used are part of manufacturer's approved rainscreen assembly, including verification of compatibility with adjacent elements.

Contractor shall provide warranties for both labor and materials, as required by the contract documents and industry standard practices.

Contractor shall provide all mock ups as indicated in the contract documents for City and Architect review, prior to final installation, and at no additional cost to the City.

Contractor shall provide additional sealing material at *all* locations where fasteners penetrate rigid insulation or fluid-applied weather barrier.

SP-8. METAL WALL PANELS

Contractor shall furnish and install all metal wall panel assemblies, which includes but is not limited to panels, fasteners, caulking, furrings, hardware, flashings, drip edges, Core-A-Vents, closures, and related accessories, as indicated in the contract documents for a full, complete, and weathertight system.

Contractor shall be responsible for meeting all specifications regarding size, finish, coatings, color, and treatments as indicated in the contract documents.

Contractor shall be responsible for ensuring the substrate is ready to receive Metal Wall Panel systems, which includes verification of compatibility with adjacent elements.

Contractor shall provide warranties to the owner as required by the contract documents.

Contractor shall provide mock ups as indicated in the contract documents for City and Architect review, prior to final installation, and at no additional cost to the City.

SP-9 METAL WALL AND SOFFIT PLANKS

Contractor shall furnish and install all metal wall panel and plank assemblies, which includes but is not limited to wall and soffit planks, fasteners, caulking, furrings, hardware, flashings, drip edges, Core-A-Vents, closures, and related accessories, as indicated in the contract documents for a full, complete, and weathertight system.

Contractor shall be responsible for meeting all specifications regarding size, finish, coatings, color, and treatments as indicated in the contract documents.

Contractor shall provide mock ups as indicated in the contract documents for City and Architect review, prior to final installation, and at no additional cost to the City.

Contractor shall provide warranties to the owner as required by the contract documents.

SP-10. TPO ROOFING

Contractor shall furnish and install all TPO roofing, including but not limited to all insulating materials, sheathing, fasteners, shrouds, clamps, blocking, curbs, crickets, drains, slip sheets, recovery boards, drip edges, miscellaneous metals (as related), protection and walkway mats, as indicated in the contract documents, for a full, complete, and weathertight assembly.

Contractor shall provide all surface preparation, including but not limited to removal of existing elements, sanding, scraping, grinding, replacement of sheathing or wooden materials as necessary to proceed with installation of new roof and rooftop elements.

Contractor to verify if substrate is suitable to receive TPO roof and rooftop elements. If the substrate conditions are unsuitable, contractor shall notify City and Architect in writing prior to commencement with the work.

Contractor shall ensure installation is completed by a firm approved, authorized, or licensed by the roof system manufacturer.

Contractor shall be responsible for verification, relocation, replacement, or coordination of new and existing roof penetrations and rooftop accessories, which may include repairing, resealing, restoring, or relocating to a condition satisfactory to the City and Architect.

Contractor shall be responsible for all slope requirements, including additional build up or resloping as necessary, or as directed by the City.

Contractor shall be responsible for providing access, unloading, hoisting, handling, scaffolding as required to complete this scope of work.

Contractor shall be responsible for any and all drainage modifications as required by the contract documents, including but not limited to scuppers, roof drains, rain screens, and related accessories, for a full and complete installation.

Contractor shall provide documentation to verify new and existing roof plumbing, which may include demonstrating the plumbing is free of leaks, blockages, or other issues which may impact the long term performance of the system.

Contractor shall be responsible for any and all third party testing as required by the contract documents, standard industry practices, codes, or as directed by the City and Architect.

Contractor shall be responsible for removal of waste, debris, and excess materials from the roof.

SP-11. SHEET METAL FLASHING AND TRIM

Contractor shall furnish and install all sheet metal flashing and trim, including but not limited to fascias, drip edges, trim assemblies, cleats, fasteners, closures, sealants, caulking, hardware, and related accessories, for a full, complete, and weathertight assembly as indicated in the contract documents.

Contractor shall be responsible for meeting all specifications regarding size, finish, coatings, color, or treatments as indicated in the contract documents.

Contractor to ensure system can withstand thermal movement and other weather and wear related exposure without buckling or loosening.

Contractor to provide 20 year finish warranty on installed sheet metal products as required by the contract documents.

SP-12. SEALANTS

Contractor shall provide all sealants pertaining to all scopes of the project, including but not limited to caulking, grouting, silicone sealants, epoxies, backer rods, fire-rated sealants, taping, and hot-welded seams as required by the contract documents.

Contractor shall be responsible for verifying sealants and sealing related products are compatible with, and recommended for use at adjacent elements.

SP-13. PAINT AND COATINGS

Contractor shall furnish and install all paint and related products and accessories as indicated in the contract documents for a full and complete installation.

Contractor shall be responsible for prep work, including but not limited to patching, washing, sanding, grinding, priming, sealing, etc. at surfaces to receive a painted finish.

Contractor shall be responsible for verifying the substrate is ready to receive a painted finish.

Contractor shall provide draw down samples to the City and Architect for review prior to commencement of the work.

Contractor shall provide sufficient coverage to ensure a uniform finish to the satisfaction of the City and Architect.

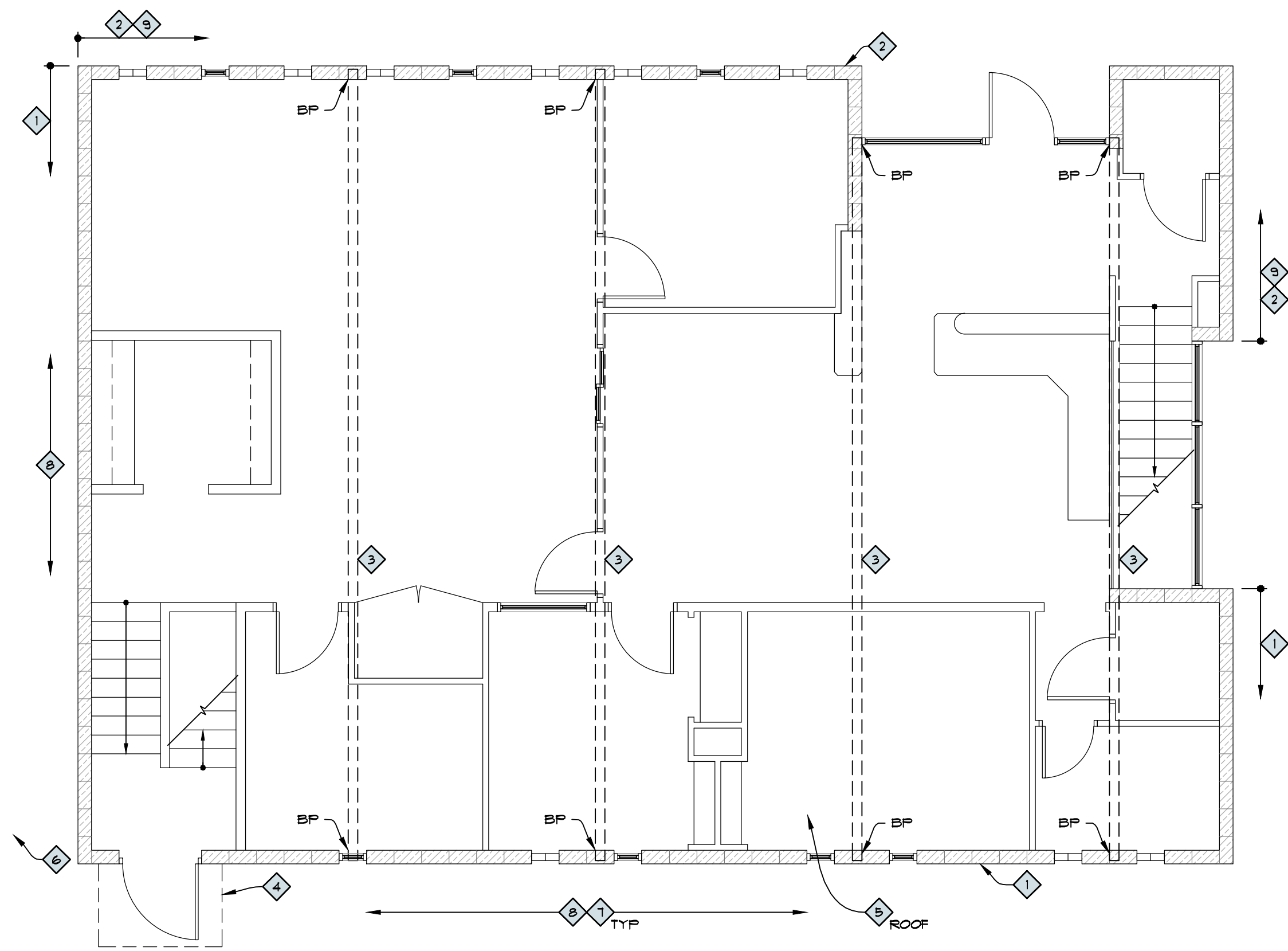
SP-14. MECHANICAL, ELECTRICAL, PLUMBING, COMMUNICATIONS

Contractor shall be responsible for verifying existing elements and making modifications as required to proceed with the work indicated on the contract documents.

Contractor shall ensure modifications meet current codes and regulations, as pertaining to authorities having jurisdiction.

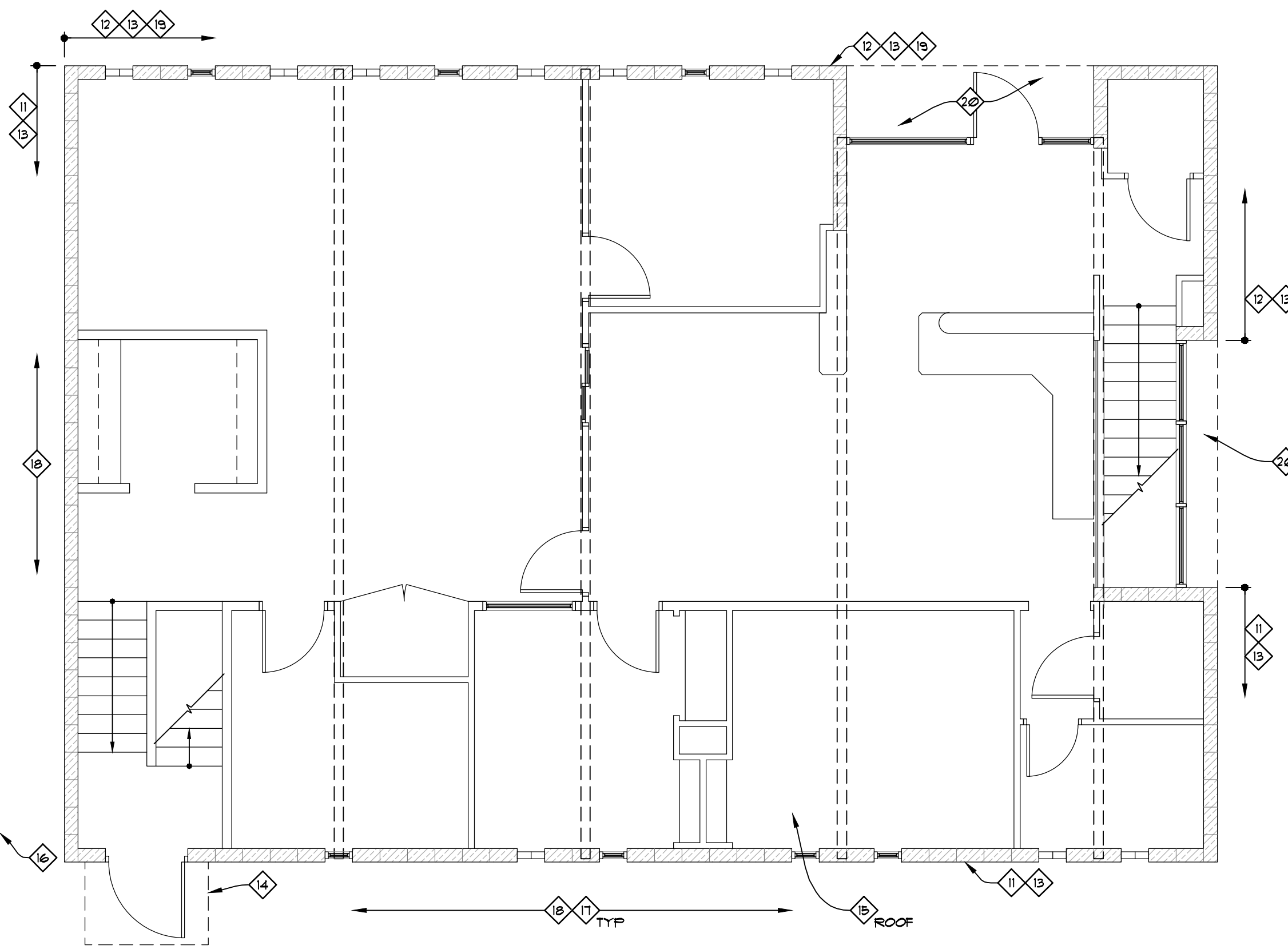
APPENDIX I

PROJECT DRAWINGS



DEMO PLAN

SCALE: 3/16" = 1'-0"



FLOOR PLAN

SCALE: 3/16" = 1'-0"

GENERAL DEMO NOTES

- PLANS ARE SCHEMATIC IN NATURE. CONTRACTOR TO FIELD VERIFY CONDITIONS PRIOR TO COMMENCEMENT OF WORK.
- COORDINATE DEMOLITION WORK WITH NEW WORK PRIOR TO COMMENCING WORK. TYP.
- DEMOLITION PLANS ARE SCHEMATIC IN NATURE. NOT ALL ITEMS SCHEDULED FOR DEMOLITION HAVE BEEN ITEMIZED. THE CONTRACTOR IS TO VERIFY PRIOR TO BIDDING.
- PROVIDE ADEQUATE TEMPORARY SUPPORT/BRACING TO EXISTING STRUCTURAL MEMBERS PRIOR TO THE REMOVAL OF ANY ITEMS THAT HAVE AN EFFECT ON THE STRUCTURAL INTEGRITY OF THE BUILDING. REVIEW EXISTING STRUCTURE WITH THE ARCHITECT PRIOR TO REMOVAL OF ANY STRUCTURAL ELEMENTS.
- FIELD VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO START OF DEMOLITION WORK.
- OWNER RESERVES ALL RIGHTS TO SALVAGE OR REJECTION.
- COORDINATE MECHANICAL AND ELECTRICAL PIPING AND ROUTING MODIFICATIONS WITH PROJECT REQ'S TO COMPLETE THE PROJECT.
- ANY SUSPECTED ASBESTOS CONTAINING MATERIAL (ACM) OR OTHER HAZARDOUS MATERIAL ENCOUNTERED SHALL BE REMOVED BY OTHERS. NOTIFY ARCHITECT AND COORDINATE WITH OWNER.
- CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL FINISHES TO REMAIN AND EQUIPMENT WITHIN THE WORK AREA.
- PROVIDE FLOOR AND WALL OPENINGS FOR MECH/ELEC AS REQD. COORDINATE WITH MECH/ELEC FOR PENETRATION SIZES.

DEMO PLAN KEY NOTES

(NOTES: 1-10)

- PREP FOR RAINSCREEN ASSEMBLY**- PREP AND PATCH FOR NEW FLUID APPLIED AIR/WATER BARRIER AND RAINSCREEN. PROVIDE CRACK CONTROL SEALANT AT LARGER CRACKS (ITEMIZED ON ELEVATIONS).
- PREP FOR CMU/CONC. PAINT**- PREP AND PATCH FOR EXTERIOR PRIME AND PAINT.
- EXISTING BEAMS AND BEARING**- EXISTING BEAMS INDICATING BEARING POINTS ON EXTERIOR WALLS.
- CANOPY WORK PREP**- PREP AND PATCH CANOPY SOFFIT/FASCIA/ROOF. EXISTING ROOF MEMBRANE TO BE REMOVED.
- PREP FOR ROOF WORK**- SEE ROOF PLAN FOR ROOF AND FASCIA WORK. EXISTING ROOF MEMBRANE TO BE REMOVED.
- STAGING AREA**- COORDINATE STAGING AREA WITH OWNER TO MINIMIZE ADVERSE IMPACT TO OWNER AND PUBLIC. FENCE/PROTECT CONTRACTOR'S MATERIALS AND WORK AREA AS REQD.
- PROTECT EXISTING ELEMENTS**- FIELD VERIFY ITEMS TO BE REMOVED AND REINSTALLED FOR NEW WORK BEFORE BIDDING.
- UNINSTALL WALL ITEMS**- UNINSTALL WALL ITEMS AS REQD TO INSTALL NEW.
- PREP FOR ADDTL. RAINSCREEN ASSEMBLY-ALTERNATE**- PREP AND PATCH FOR NEW FLUID APPLIED AIR/WATER BARRIER AND RAINSCREEN AT AREAS IDENTIFIED IN ALTERNATES FOR ADDITIONAL RAINSCREEN. SEE ELEVATIONS.

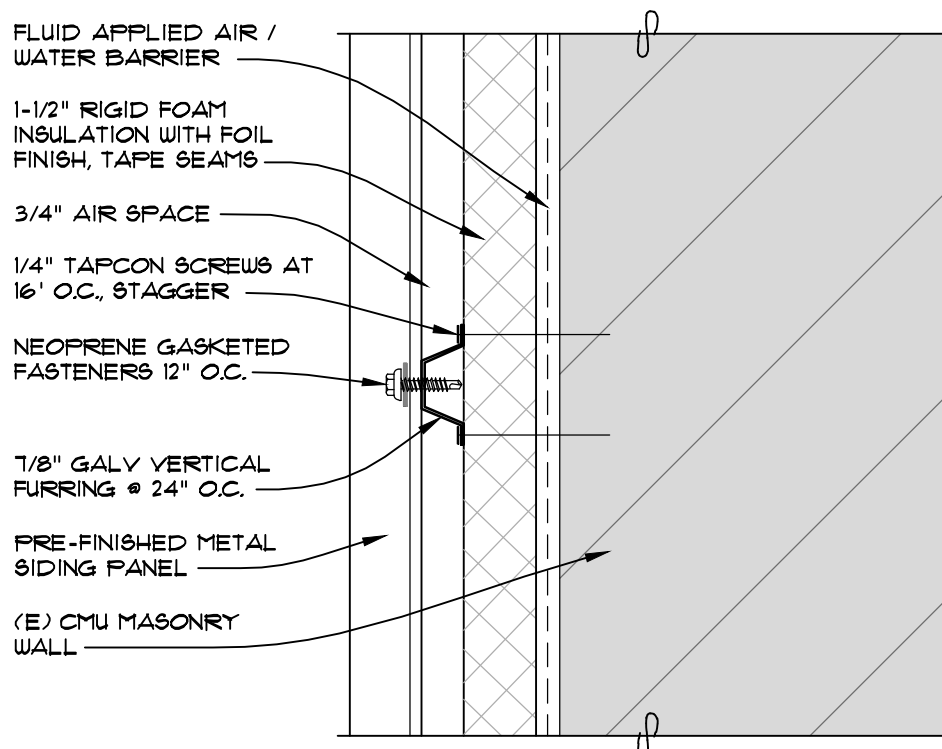
FLOOR PLAN KEY NOTES

(NOTES: 11-20)

- RAINSCREEN ASSEMBLY**- SEE ELEVATIONS FOR WORK AT NEW RAINSCREEN AND SIDING WALLS.
- CMU/CONC. PAINT**- PREP/PAINT CMU/CONC WALLS. SEE ELEVATIONS.
- FASCIA WORK**- PROVIDE NEW METAL FASCIA. SEE ELEVATIONS/ROOF PLAN/DETAILS FOR EXTENT OF WORK.
- CANOPY WORK PREP**- SEE ROOF PLAN/ELEVATIONS/DETAILS FOR CANOPY SOFFIT/FASCIA/ROOF WORK. PAINT FASCIA AND SOFFIT.
- ROOF WORK**- SEE ROOF PLAN/ELEVATIONS/DETAILS FOR ROOF AND FASCIA WORK.
- STAGING AREA**- COORDINATE STAGING AREA WITH OWNER TO MINIMIZE ADVERSE IMPACT TO OWNER AND PUBLIC. FENCE/PROTECT CONTRACTOR'S MATERIALS AND WORK AREA AS REQD.
- PROTECT EXISTING ELEMENTS**- FIELD VERIFY ITEMS TO BE REMOVED AND REINSTALLED FOR NEW WORK BEFORE BIDDING.
- REINSTALL WALL ITEMS**- REINSTALL/MODIFY WALL ITEMS AS REQD TO INSTALL NEW RAINSCREEN ASSEMBLY.
- ADDTL. RAINSCREEN ASSEMBLY-ALTERNATE**- SEE ELEVATIONS FOR WORK AT AREAS IDENTIFIED IN ALTERNATES FOR ADDITIONAL RAINSCREEN.
- SOFFIT WORK**-
BASE BID: PREP AND PAINT SOFFIT.
ALTERNATE: PROVIDE FURRING AND METAL PLANK SOFFIT. PLANK TO RUN PERPENDICULAR TO BUILDING.

GEN PROJECT NOTES

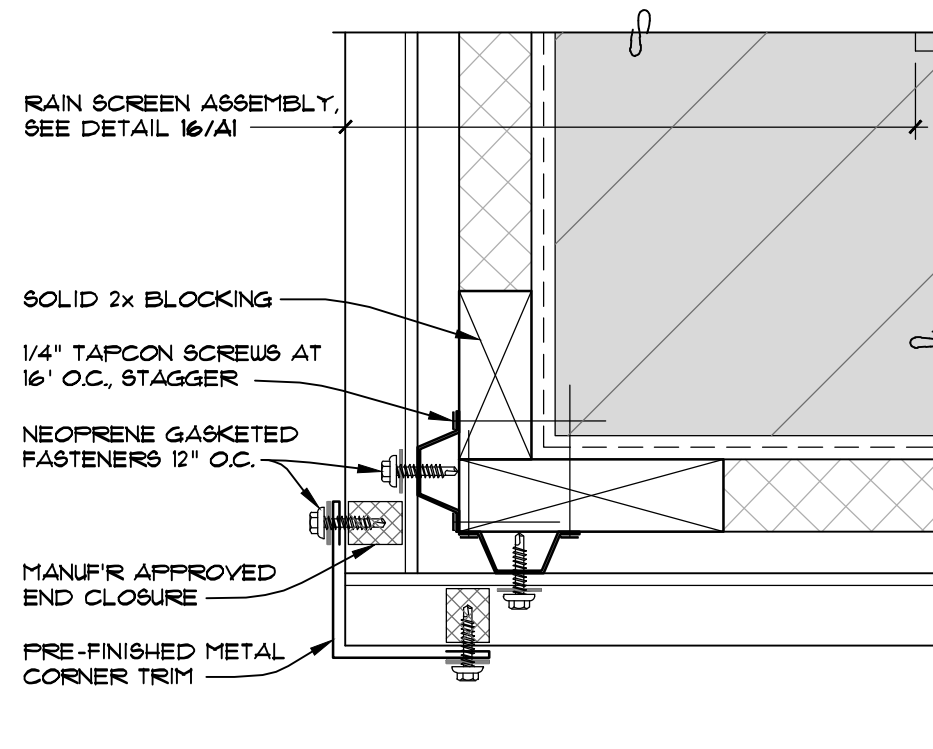
- CONTRACTOR SHALL CHECK ALL DIMENSIONS AND REPORT ALL DISCREPANCIES AND OMISSIONS TO ARCHITECT.
- DO NOT SCALE DRAWINGS.
- DRAWINGS ARE SCHEMATIC IN NATURE AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE COMPLETE AND WORKING SYSTEM(S) PER THE INTENTS OF THE DRAWINGS AND SPECIFICATIONS.
- COORDINATE ARCHITECTURAL DRAWINGS WITH ANY CONSULTANT DRAWINGS.
- COORDINATE DRAWINGS FOR WORK NOT IN CONTRACT.
- PROVIDE BARRIERS, FLAGMEN, FLASHERS, ETC. FOR THE PROTECTION OF THE PUBLIC WHENEVER NECESSARY DURING CONSTRUCTION. (DURING & AFTER HOURS).
- ALL EXISTING ELEMENTS INCLUDING LANDSCAPING, SOD, & IRRIGATION PIPING DISTURBED DURING CONSTRUCTION TO BE REPAIRED OR REPLACED.
- COORDINATE SECURITY AND ACCESS TO SITE AND CONTRACTOR'S STAGING AREA WITH THE ARCHITECT AND OWNER.
- PROVIDE ADEQUATE TEMPORARY SUPPORT AND BRACING TO ALL WALLS, COLUMNS, BEAMS AND FLOOR JOISTS UNTIL NEW WORK IS INSTALLED AND PERMANENTLY FASTENED.
- ALL SHUTDOWNS OF BUILDING UTILITIES REQUIRE NOTIFICATION & COORDINATION WITH THE OWNER. FOLLOW ALL OWNER POLICIES AND NOTIFICATION PROCEDURES.
- ALL CONSTRUCTION TO BE TO CURRENT ADOPTED CODES AND REGULATIONS OF THE STATE OF IDAHO AND OTHER JURISDICTIONS HAVING AUTHORITY OVER THIS PROJECT.
 - INTERNATIONAL EXISTING BLDG CODE - 2018 EDITION
 - INTERNATIONAL BUILDING CODE - 2018 EDITION W/ AMENDMENTS
 - INTERNATIONAL FIRE CODE - 2018 EDITION
 - INTERNATIONAL ENERGY CONSERV. CODE - 2018 EDITION W/ AMENDMENTS
 - INTERNATIONAL MECHANICAL CODE - 2018 EDITION
 - INTERNATIONAL FUEL GAS CODE - 2018 EDITION
 - UNIFORM PLUMBING CODE - 2018 EDITION (2017 I.S.P.C.)
 - NATIONAL ELECTRICAL CODE - 2017 EDITION W/ AMENDMENTS
 - ANSI ICC A117.1 - 2009 (ACCESSIBILITY REQ'S)
- DEMOLITION PLANS ARE SCHEMATIC IN NATURE. AND NOT ALL ITEMS SCHEDULED FOR DEMOLITION ARE SPECIFICALLY ITEMIZED. THE CONTRACTOR IS TO VERIFY PRIOR TO BIDDING.
- MATCH PATCH AND REPAIR SYSTEMS AS REQUIRED TO ACCOMMODATE ALL NEW WORK.
- MAINTAIN CLEAN WORK AREA AND PROVIDE QUALITY CONTROL PROCEDURES SO FACILITIES CAN BE USED BY OWNER AS USUAL.



HORIZ WALL PANELS

RAIN SCREEN ASSEMBLY A

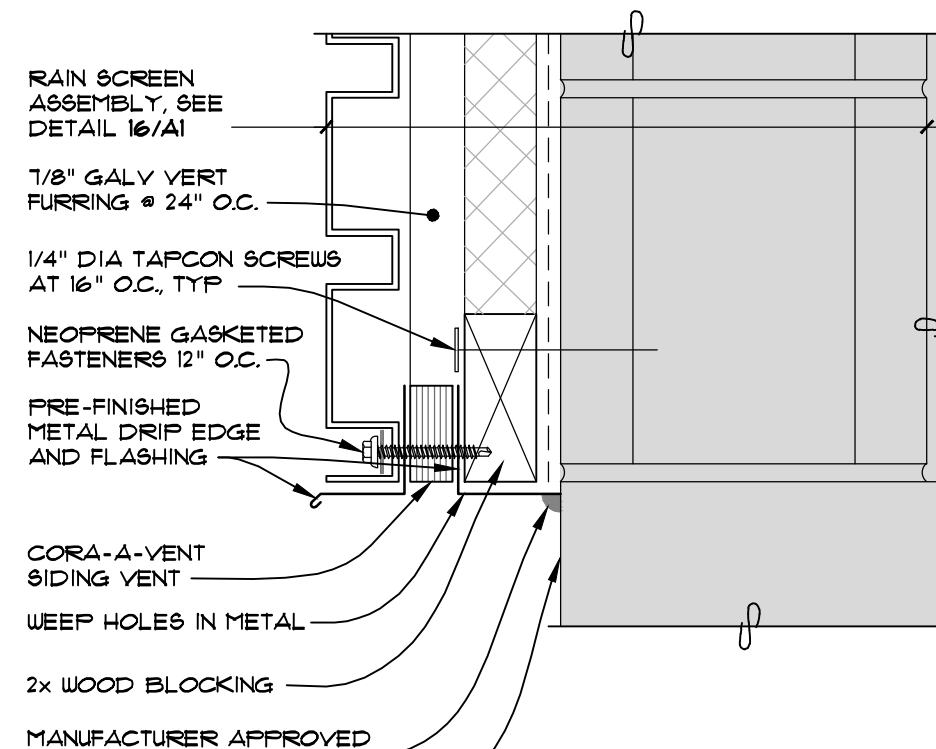
SCALE: 3" = 1'-0"



HORIZ WALL PANELS

RAIN SCREEN CORNER

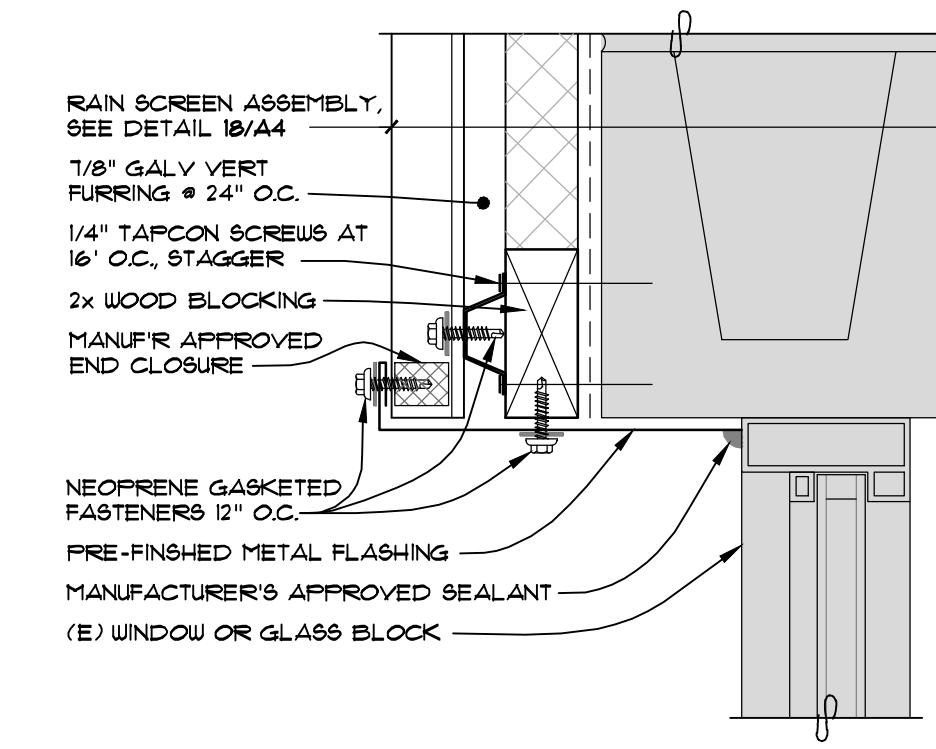
SCALE: 3" = 1'-0"



HORIZ WALL PANELS

RAIN SCREEN BOTTOM

SCALE: 3" = 1'-0"



HORIZ WALL PANELS

RAIN SCREEN JAMB

SCALE: 3" = 1'-0"



CASTELLAW KOM
ARCHITECTS

850 MAIN STREET ♦ LEWISTON, IDAHO 83501
(208) 746-0183 ♦ FAX (208) 746-7267

PAUL MANN BUILDING EXTERIOR IMPROVEMENTS

DRAWING INDEX

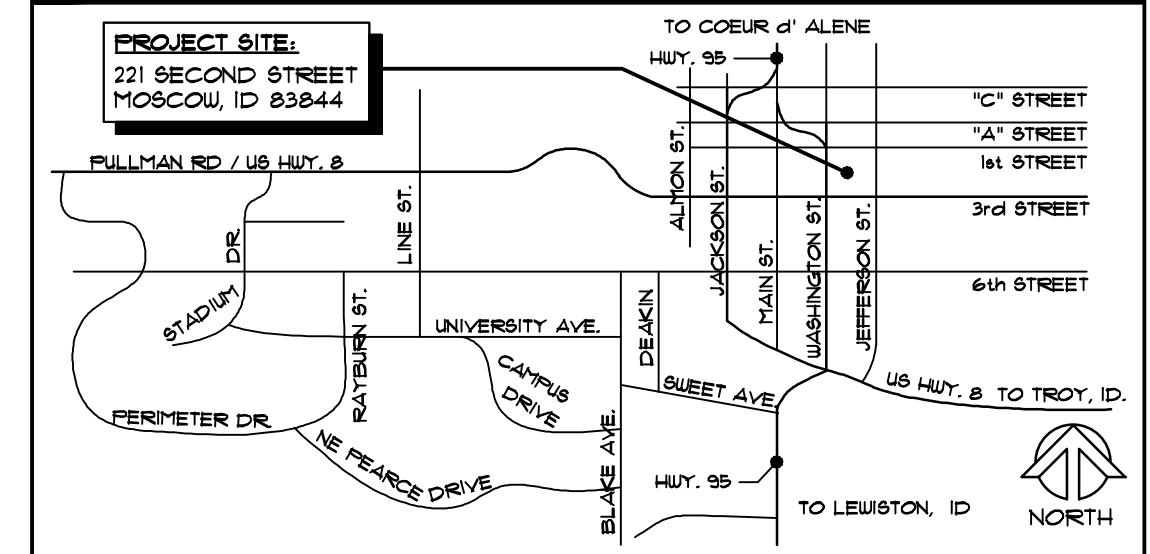
ARCHITECTURAL:	A3	EXTERIOR ELEVATIONS
A1 DEMO PLAN, FLOOR PLAN	A4	DETAILS
A2 ROOF PLAN, ABBREVIATED SPEC	A5	DETAILS

LIST OF ALTERNATES

- BASE BID**:
 - ROOF REPLACEMENT: 60-MIL TPO ROOF AND RIGID ABOVE DECK INSULATION WITH 20 YR WARRANTY
 - WALL WORK: WALL WORK INCLUDING HORIZONTAL METAL WALL PANELS AND VERTICAL WALL PLANKS WITH METAL FURRING RAINSCREEN ASSEMBLY AS INDICATED ON THE DRAWINGS
- ALTERNATE 1- ADDITIONAL METAL WALL PANELS AND PLANKS**:
 - WALL WORK: ADDITIONAL METAL WALL PANEL AND PLANKING RAINSCREEN ASSEMBLIES BEYOND THAT OF BASE BID FOR THE REST OF THE BUILDING IN-LIEU-OF PAINTED EXISTING CMU WORK
 - SOFFIT WORK: METAL PLANKS WITH FURRING AS INDICATED ON THE DRAWINGS
- ALTERNATE 2- 30 YR ROOF AND DECK INSULATION**:
 - ROOF REPLACEMENT: 80 OR 10-MIL TPO ROOF AND RIGID ABOVE DECK INSULATION WITH 30 YR WARRANTY IN-LIEU-OF BASE BID ROOF

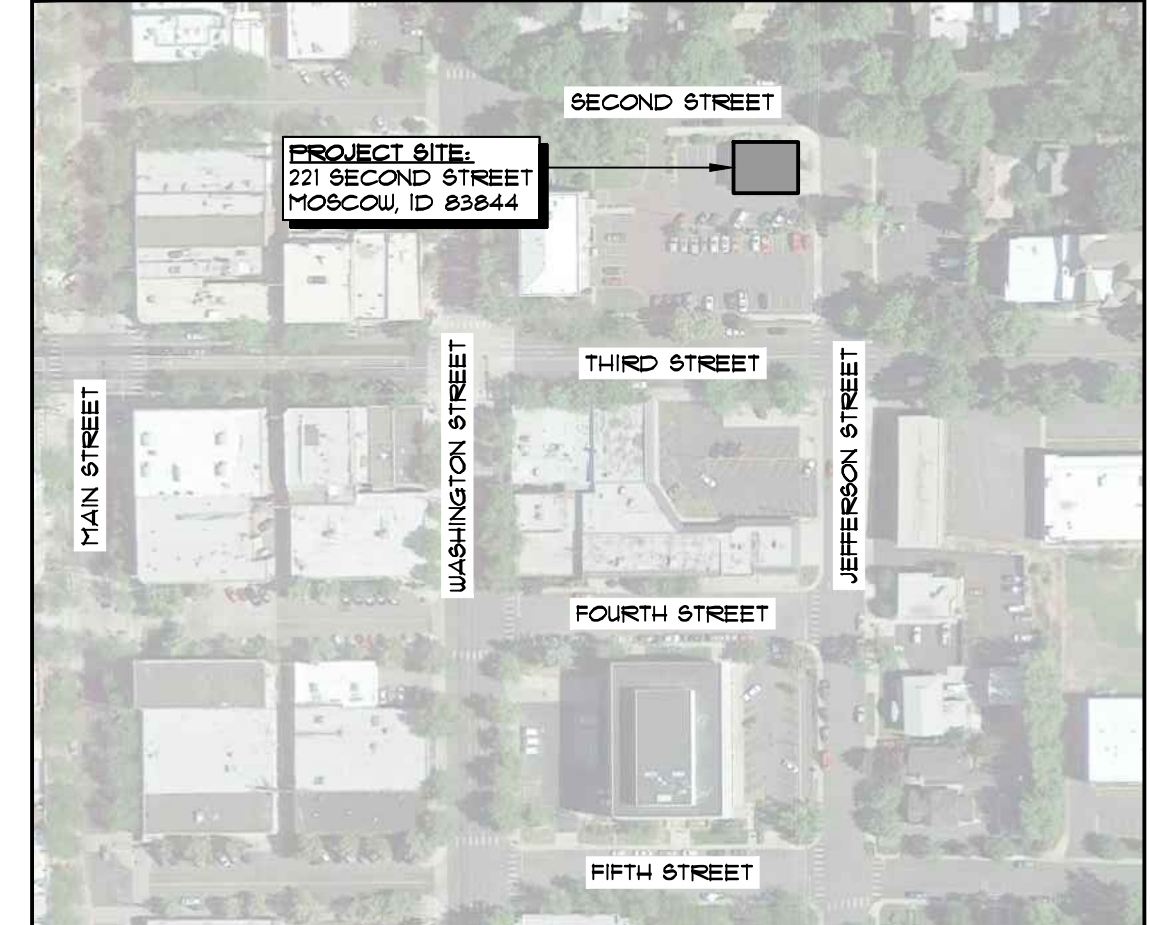
VICINITY MAP

NOT TO SCALE



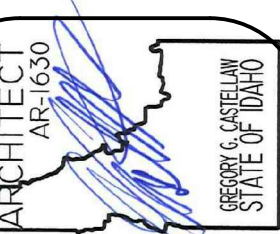
SITE MAP

NOT TO SCALE



DRAWING FORMAT:

FULL-SIZE DRAWING SIZE	= 22" x 34"
HALF-SIZE DRAWING SIZE	= 11" x 17"



REVISIONS

DATE	10/26/2021
DRAWN	DJG
CHECKED	GGC
PROJECT NO.	21041

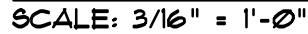
CONSULTANTS

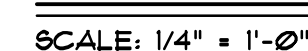
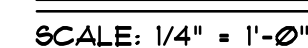
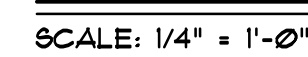
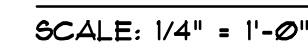
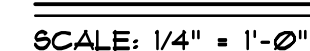
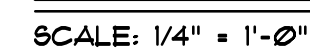
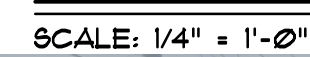
CASTELLAW ♦ KOM ♦ ARCHITECTS
850 MAIN STREET ♦ LEWISTON, IDAHO 83501
OFFICE (208) 746-0183 ♦ FAX (208) 746-7267

PROJECT
MANN BUILDING
FLOOR PLAN,
EXTERIOR RESTORATION

221 SECOND STREET
MOSCOW, ID 83843

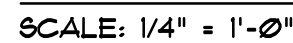
SHEET
A1



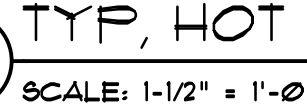
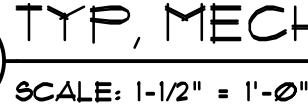
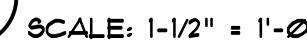
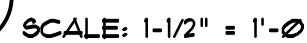
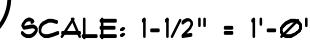
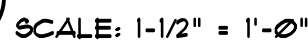
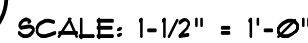


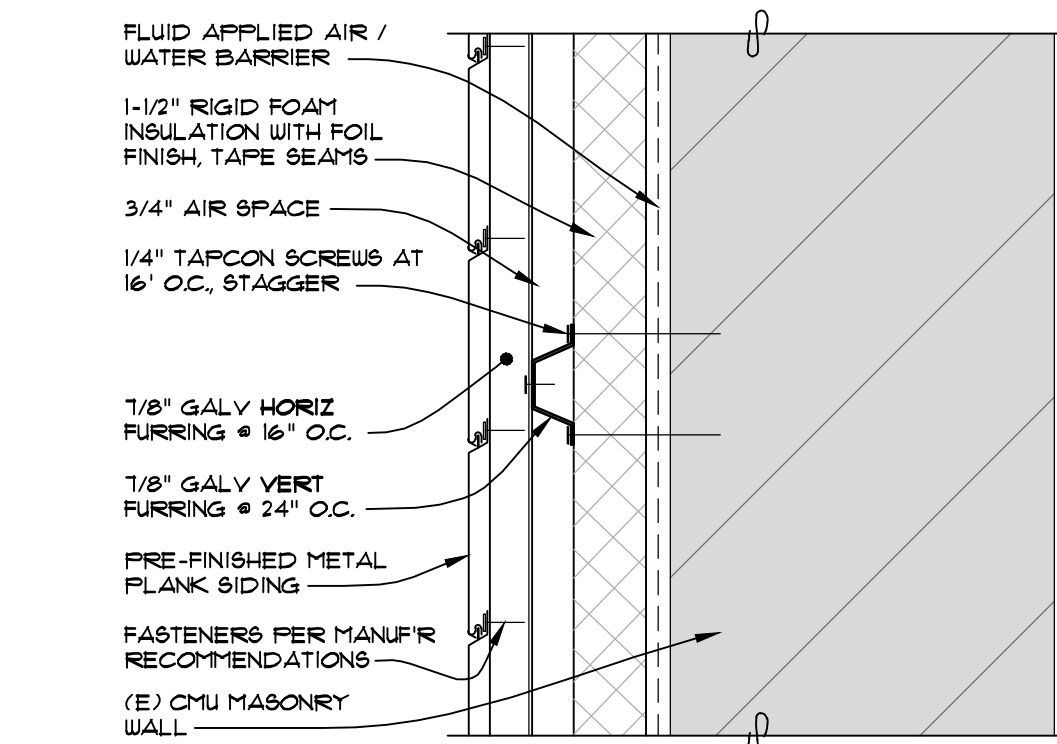
- (NOTES:
21-40)

 21. **RAINSCREEN/SIDING ASSEMBLY A-METAL WALL PANELS.** PROVIDE NEW RAINSCREEN/SIDING ASSEMBLY OVER NEW FLUID APPLIED AIR/WATER BARRIER (SECONDARY BARRIER) ASSEMBLY. PROVIDE FLUID AIR BARRIER 2" R-HX RIGID INSUL. (WITH FOIL FINISH AND TAPED SEAMS) 3" VERTICAL GALV FURRING AT 24" ON OC WITH AIR SPACE AND 4" METAL WALL PANELS (METAL SALES T-10A) INSTALLED HORIZ. MANUF. MATCHING PLANKS (MANUFACTURER'S WARRANTED SYSTEM) ASSEMBLY AND METAL WALL PANEL ASSEMBLY TO MANUFACTURER'S RECOMMENDATIONS. PROVIDE COR-A-VENT TRIM MATCHING PLANK TRIM. PROVIDE COR-A-VENT TO EXTEND TO BOTTOM.
 22. **RAINSCREEN/SIDING ASSEMBLY B-METAL WALL PLANKS.** PROVIDE NEW RAINSCREEN/SIDING ASSEMBLY OVER NEW FLUID APPLIED AIR/WATER BARRIER (SECONDARY BARRIER) ASSEMBLY. PROVIDE FLUID AIR BARRIER 2" R-HX RIGID INSUL. (WITH FOIL FINISH AND TAPED SEAMS) 3" VERTICAL GALV FURRING AT 24" ON OC WITH AIR SPACE 4" HORIZ GALV FURRING AT 16" ON OC OVER VERTICAL AND 4" METAL WALL PLANKS (MAYNE LONGBOARD) INSTALLED VERTICALLY. INSTALL RAINSCREEN (MANUFACTURER'S WARRANTED SYSTEM) ASSEMBLY AND METAL WALL PLANK ASSEMBLY TO MANUFACTURER'S RECOMMENDATIONS. PROVIDE METAL TRIM BY WALL PLANK MANUF. MATCHING PLANKS. PROVIDE COR-A-VENT TOP AND BOTTOM.
 23. **PAINT COR- EXT.** PREP/PRIE/PAIN EXTERIOR CONC. FOUNDATION WALLS. MATCH COLOR OF EXISTING. PROVIDE DRAIN DOWNS.
 24. **PAINT DOOR AND FRAME. EXT.** PREP/PRIE/PAIN EXTERIOR DOOR AND FRAME. PROVIDE DRAIN DOWNS, TYP.
 25. **REINSTALL WALL ITEMS. EXT.** MODIFY/EXTEND WALL ITEMS TO REINSTALL ON NEW WORK AS REGD. FIELD TO VERIFY ACTUAL ITEMS AND QUANTITY TO BE REMOVED AND REINSTALLED INCLUDING EXTENT OF WORK REQUIRED.
 26. **REPLACE FASCIA BOARD. EXT.** REPLACE DAMAGED FASCIA BOARD AS REGD. MATCH EXISTING.
 27. **ANGLED CANOPY SUPPORT WORK.** EXISTING ANGLED CANOPY SUPPORTS TO REMAIN. PAINT, FRAME RAINSCREEN/SIDING AROUND SUPPORTS AS REGD. FLASH SINGLE PLY MEMBRANE ROOF AS REGD. WORK TO BE TO MANUFACTURER'S RECOMMENDATIONS.
 28. **CANOPY WORK.** EXISTING CANOPY. PROVIDE SINGLE PLY MEMBRANE FULLY ADHERED TO CONCRETE DECK. PROVIDE DRIP EDGE, FLASH SOFFIT, PREP/PRIE/PAIN EXTERIOR SOFFIT.
 29. **FASCIA - MITL. METAL FASCIA.** SEE PLANS FOR LOCATIONS OF COR-A-VENT VENTING. FASCIA/FLASHING VARIES DEPENDING ON LOCATION AND BASE BID OR ALTERNATE. SEE DETAILS FOR SPECIFICS.
 30. **PATCH AT REMOVED GUTTERS AND DOWNSPOUTS.** PATCH FASCIA AND REMOVED DRAINAGE BARRIER. VERIFY THAT ROOF SLOPE WORK DOES NOT DRAIN OFF NORTH OR EAST ENDS OF BUILDING (SHOWN DASHED).
 31. **PAINT CHU. EXT.** PREP/PRIE/PAIN EXTERIOR CHU. WALLS. COORD. WITH EXISTING WINDOW FRAME. PROVIDE DRAIN DOWNS. TYP. PROVIDE RAINSCREEN ASSEMBLIES AND SIDING UNDER ALTERNATE IN-LIEU OF PAINTED CHU. SEE ELEVATIONS.
 32. **PAINT SOFFIT.** PREP AND PAINT EXISTING SOFFIT AT RECESS.
 33. **EXTEND PANEL SIDING INTO RECESS.** EXTEND VERT FURRING AND PANEL SIDING INTO RECESS. OHIT RIGID INSUL. AT THIS LOCATION DUE TO EXISTING WINDOW FRAME AND AIR BARRIER. SEE DRAWINGS FOR LOCATIONS OF BASE BID AND ALT I.
 34. **EXTEND PLANK SIDING INTO RECESS.** ALT-I. EXTEND FURRING (VERT AND HORIZ) AND PLANK SIDING INTO RECESS. OHIT RIGID INSUL. AT THIS LOCATION DUE TO EXISTING WINDOW FRAME WIDTH. PROVIDE FLUID AIR/WATER BARRIER.
 35. **HORIZ METAL WALL PLANKS.** ALT-I. OVER WINDOW. UNDER ALT-I. PROVIDE METAL WALL PLANKS INSTALLED HORIZ OVER RAINSCREEN/SIDING ASSEMBLY. PROVIDE FLUID AIR (RIGID INSUL) AND VERT GALV FURRING AT 16" IN O/C.
 36. **METAL SOFFIT PLANKS.** ALT-I. PROVIDE METAL SOFFIT PLANKS MATCHING PLANK SIDING AT RECESS SOFFIT. PROVIDE GALV FURRING AT 16" IN O/C AND MANUF. MATCHING TRIM. INSTALL PLANKS PARALLEL TO EXTERIOR WALL.

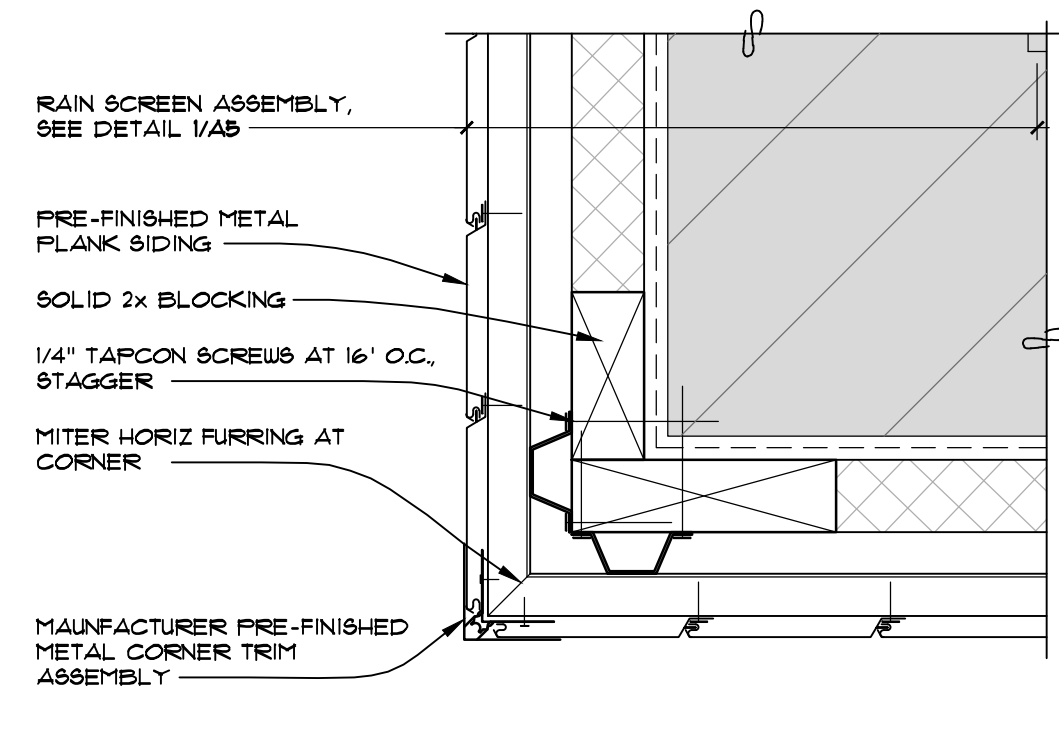


SCALE: XXX" = 1'-0"

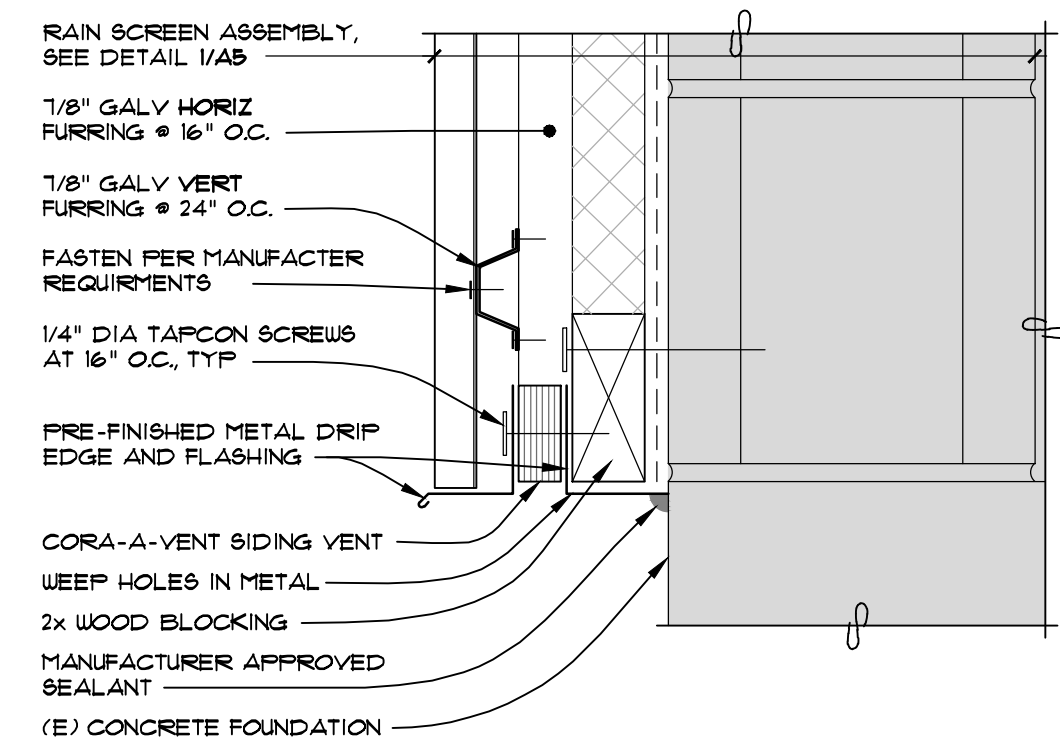




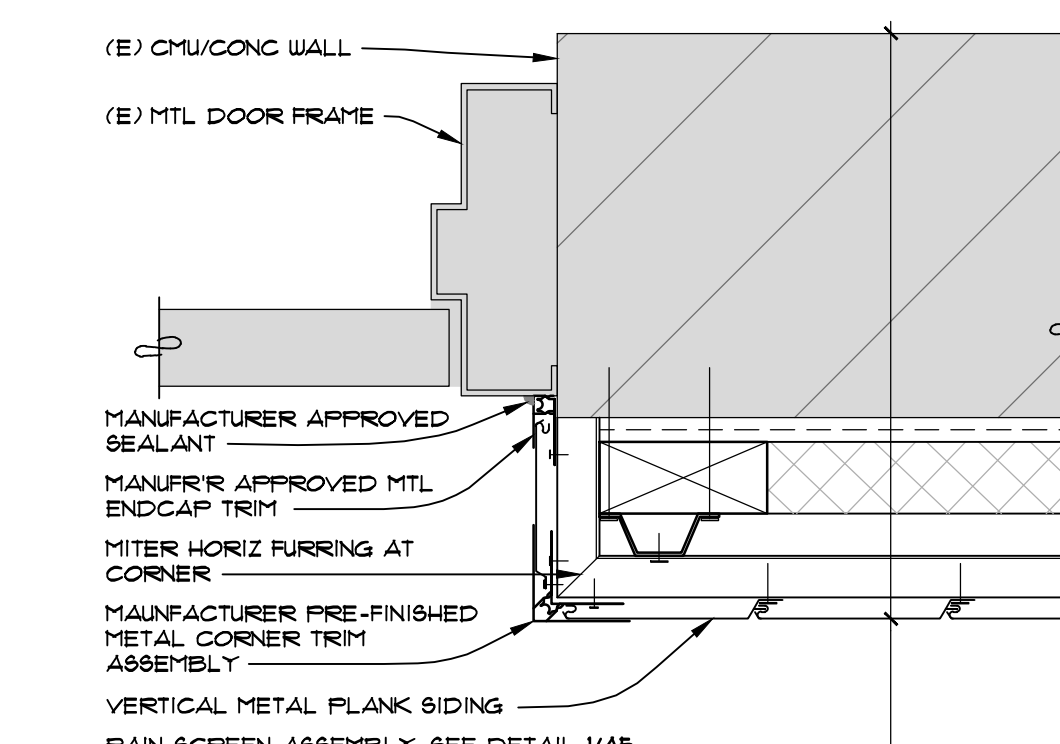
1 VERT WALL PANELS
RAINSCREEN ASSEMBLY - B
SCALE: 3" = 1'-0"



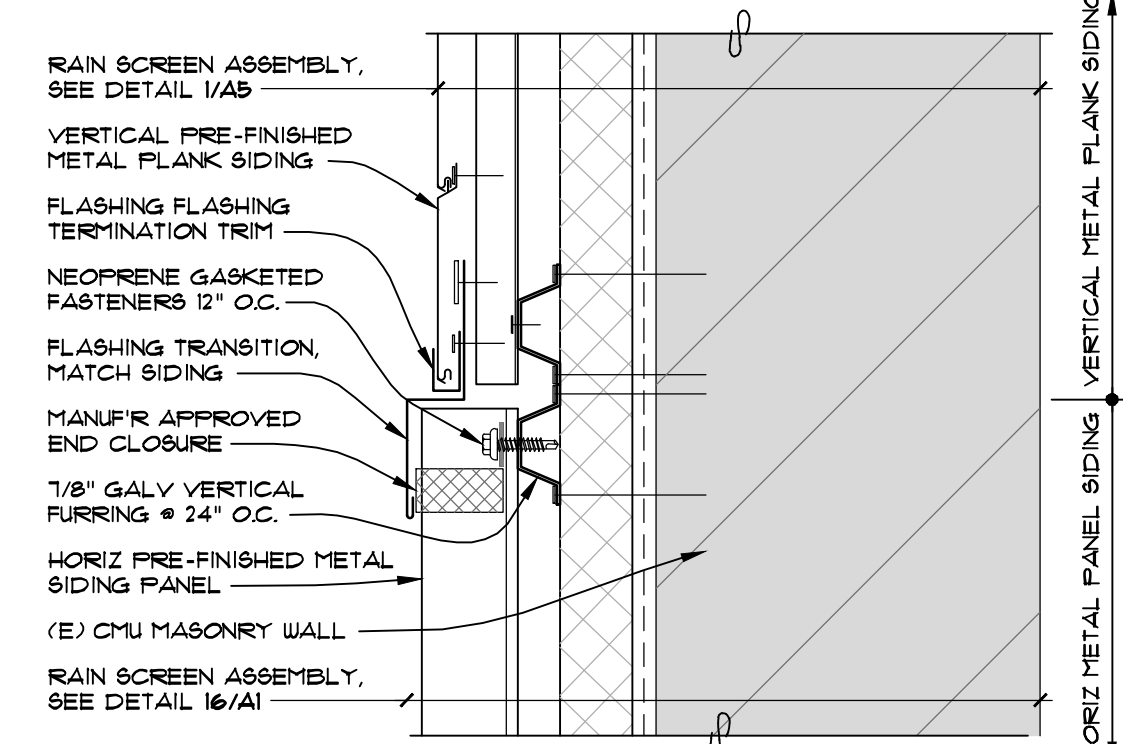
2 VERT WALL PANELS
RAINSCREEN CORNER
SCALE: 3" = 1'-0"



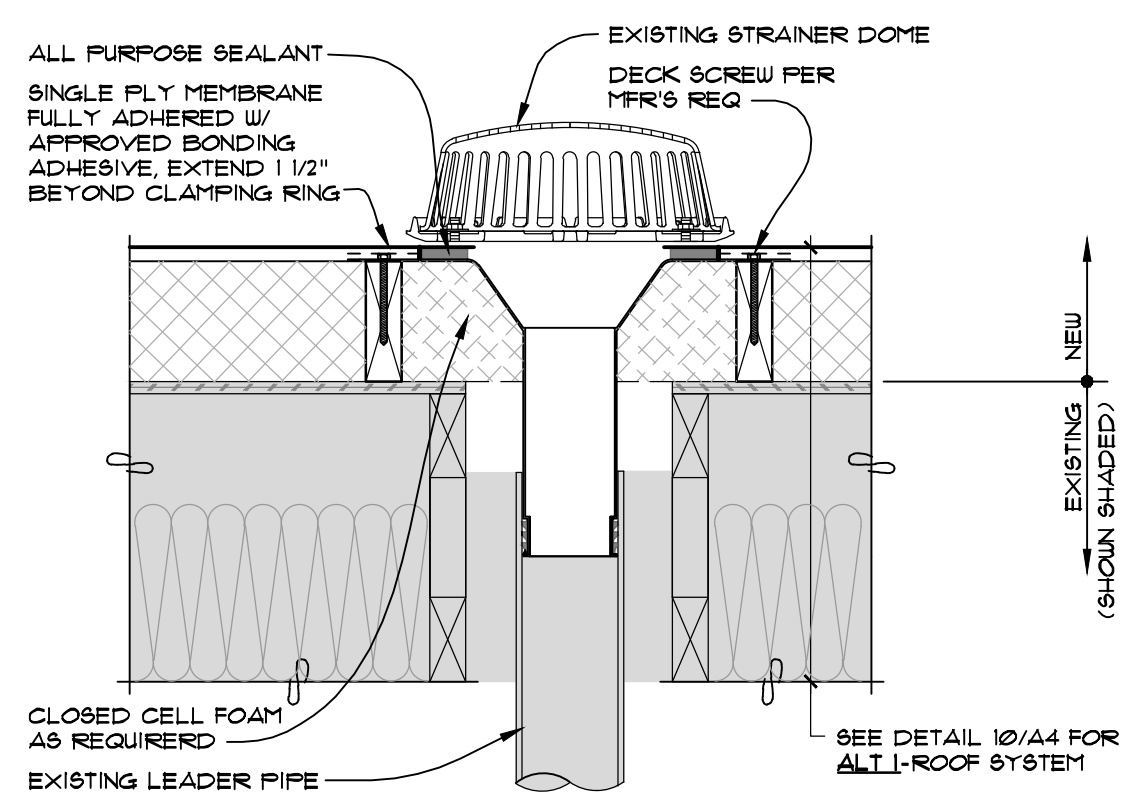
3 VERT WALL PANELS
RAINSCREEN BOTTOM
SCALE: 3" = 1'-0"



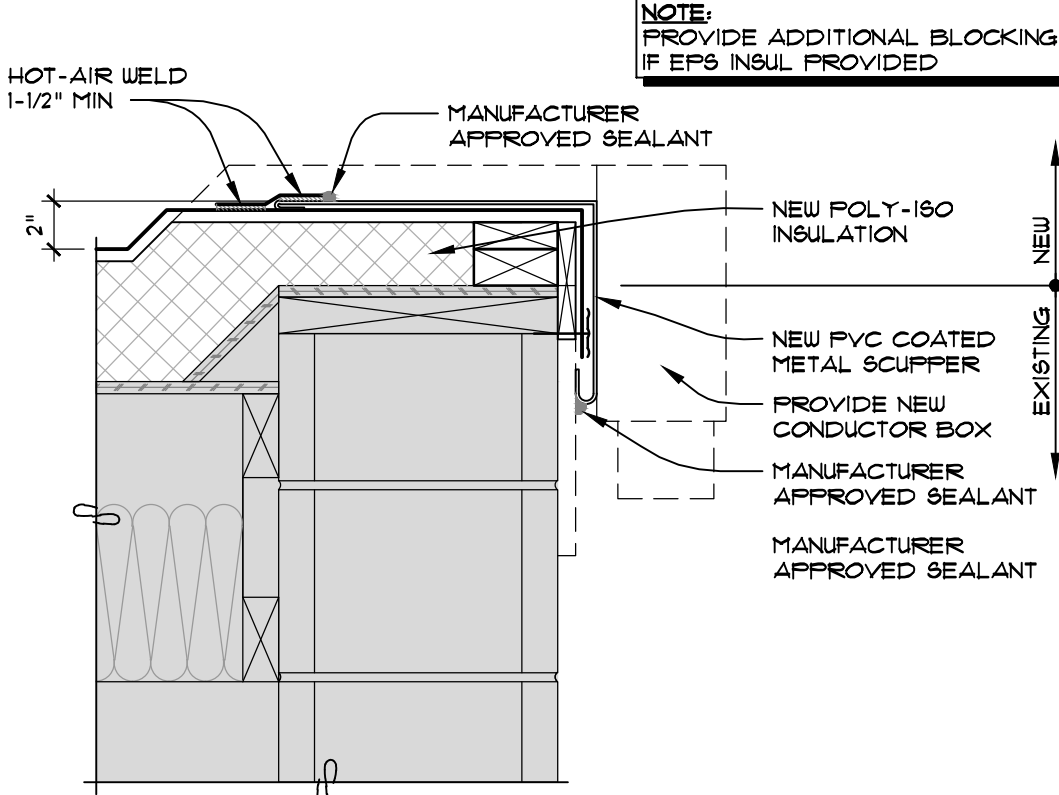
4 VERT WALL PANELS
TERMINATION
SCALE: 3" = 1'-0"



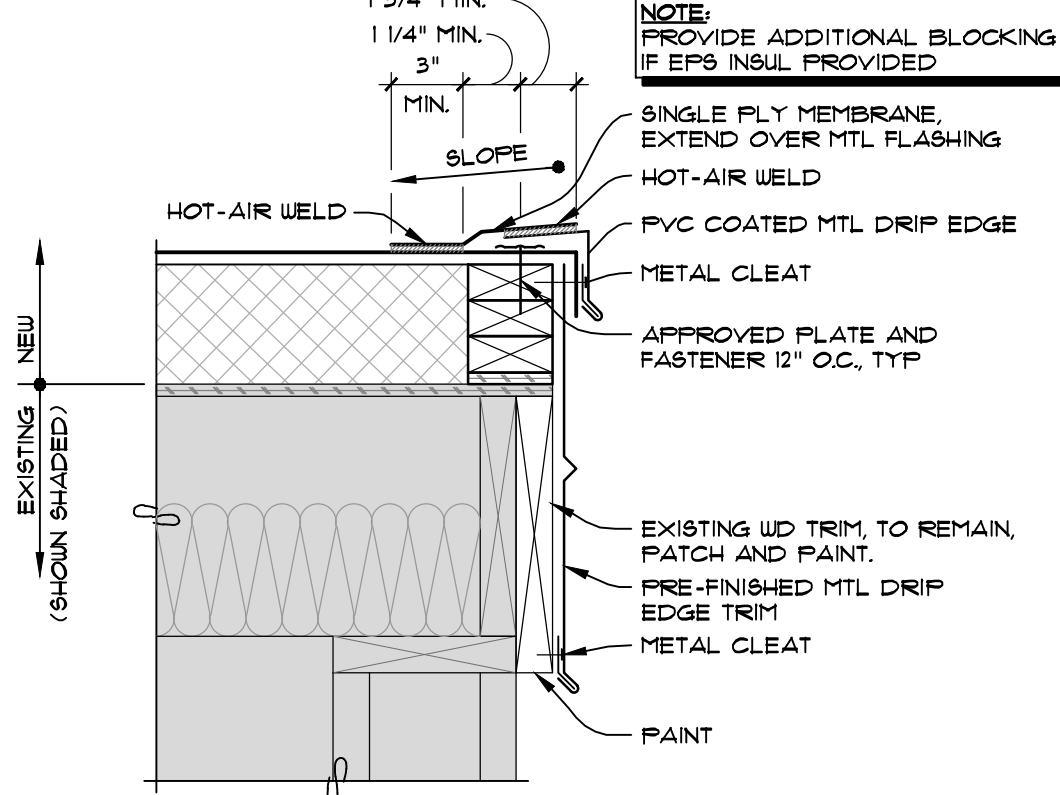
5 VERT WALL PANELS
PANEL TO PLANK
SCALE: 3" = 1'-0"



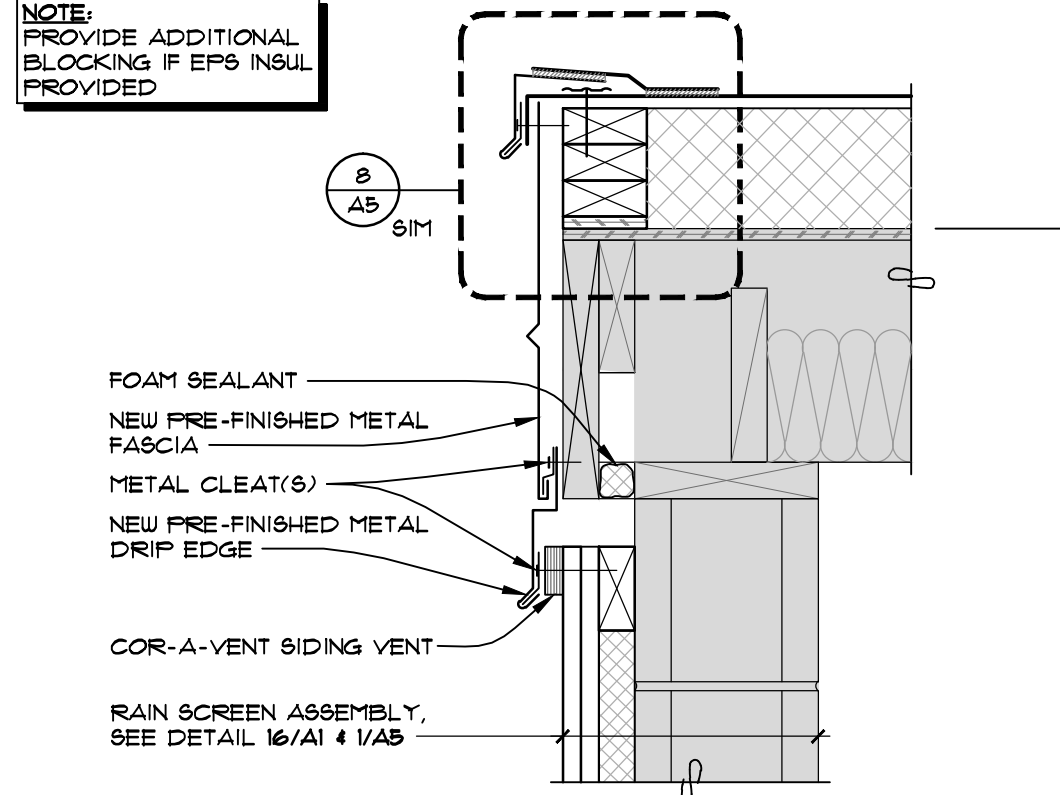
6 TYP, ROOF DRAIN
SCALE: 1-1/2" = 1'-0"



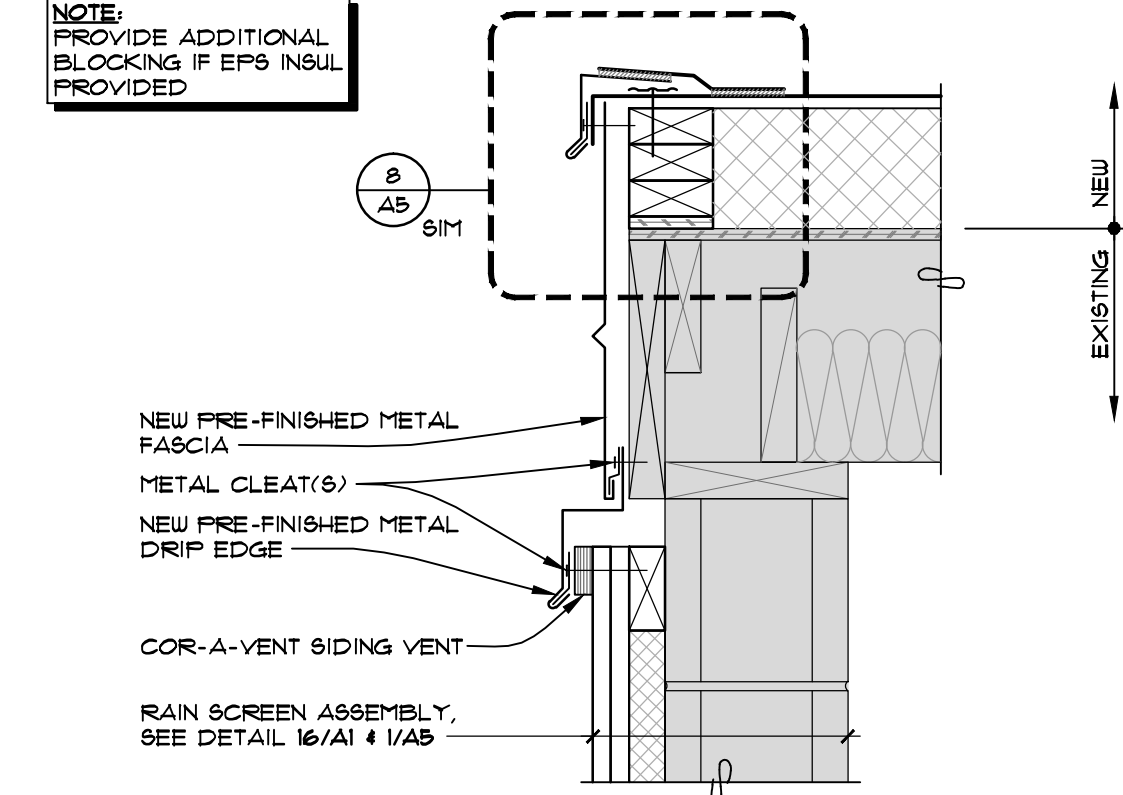
7 (N) SCUPPER
SCALE: 1-1/2" = 1'-0"



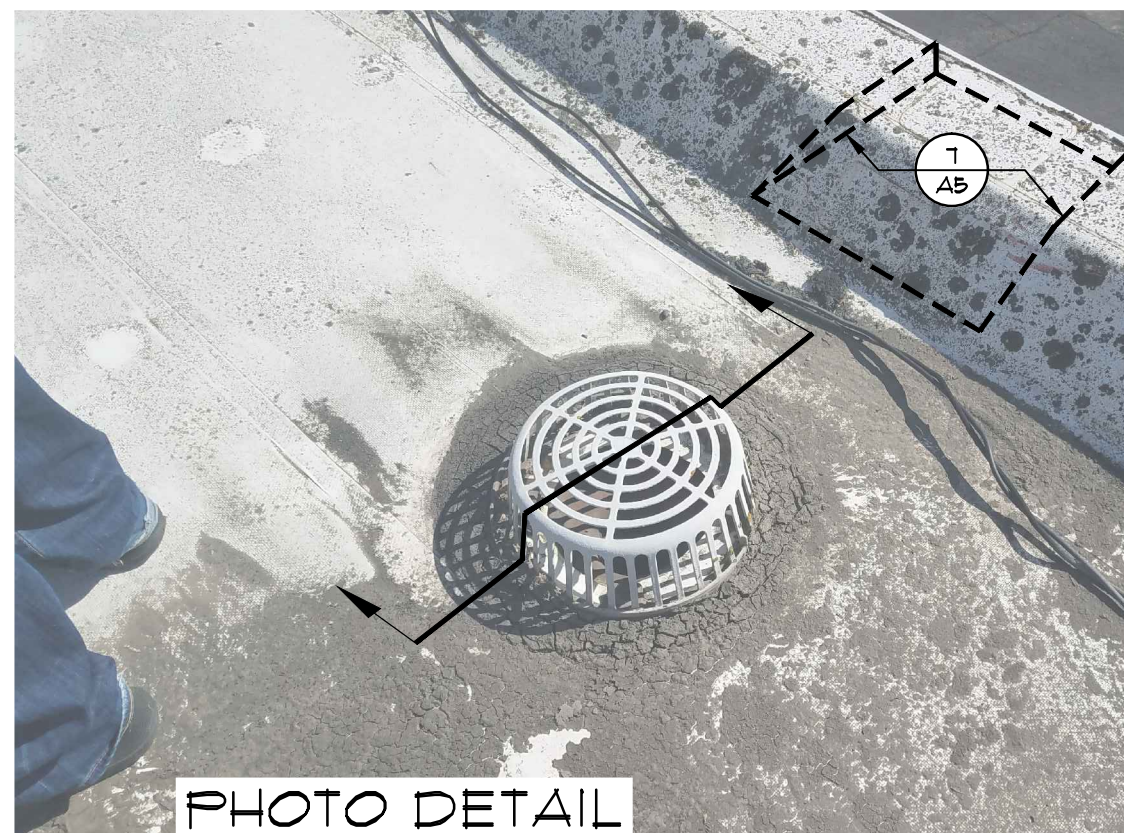
8 FASCIA-CMU WALL
SCALE: 1-1/2" = 1'-0"



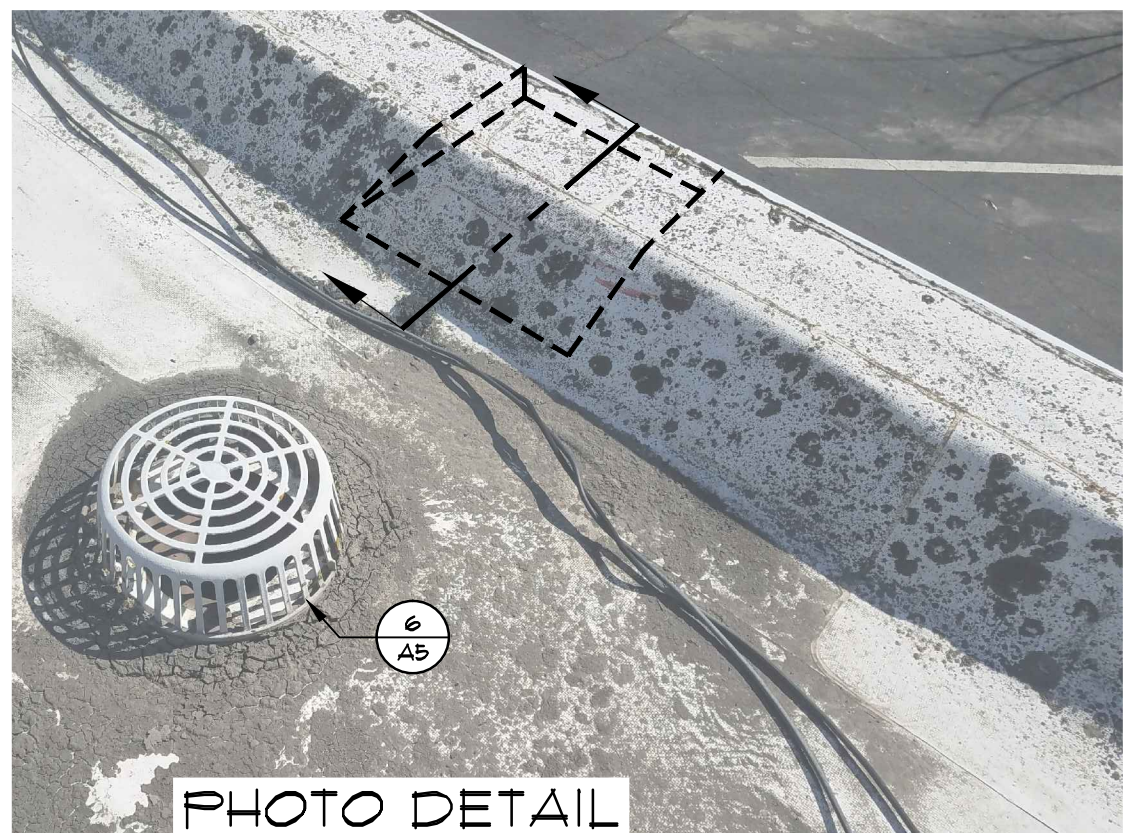
9 FASCIA - RAINSCREEN E&W
SCALE: 1-1/2" = 1'-0"



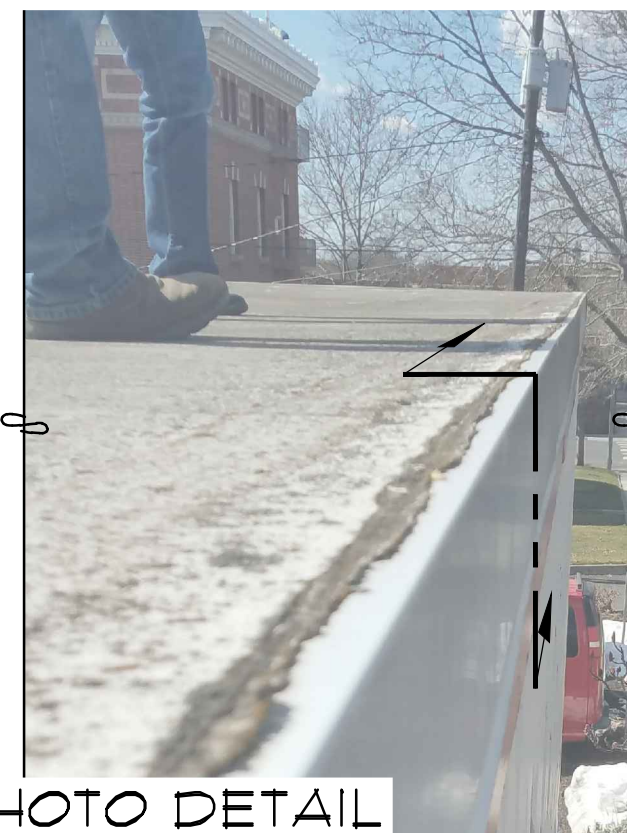
10 FASCIA C - RAINSCREEN N&S
SCALE: 1-1/2" = 1'-0"



11 PHOTO DETAIL
TYP, ROOF DRAIN
SCALE: 1-1/2" = 1'-0"



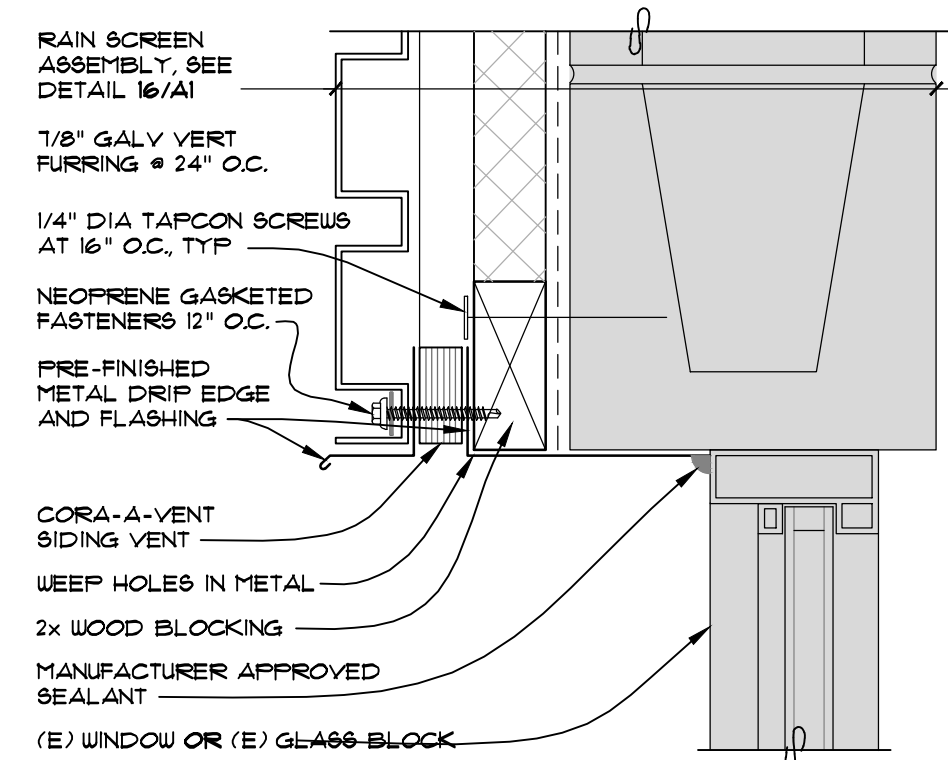
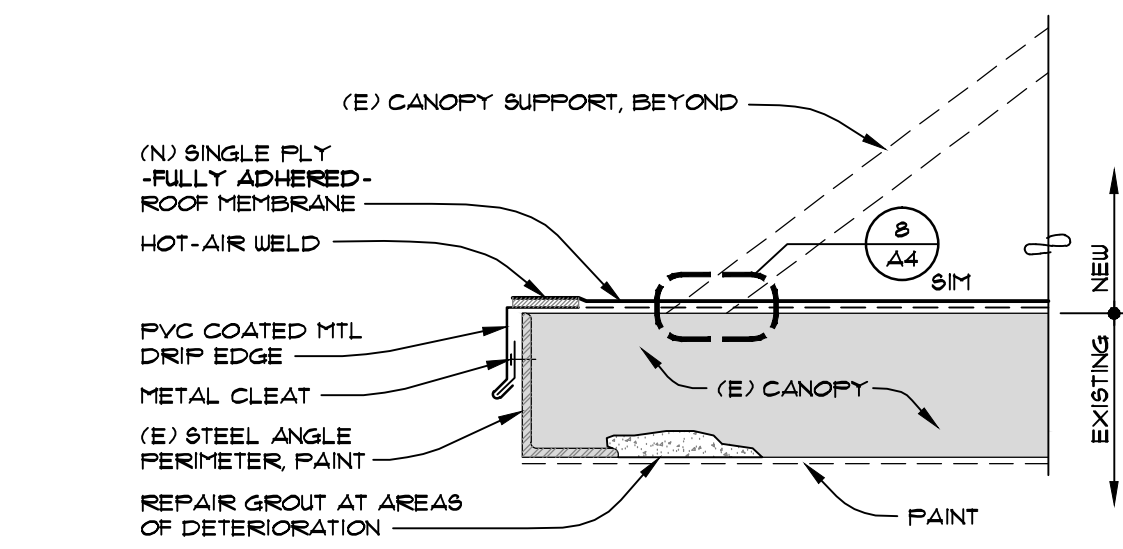
12 PHOTO DETAIL
(N) ROOF SCUPPER
SCALE: 1-1/2" = 1'-0"



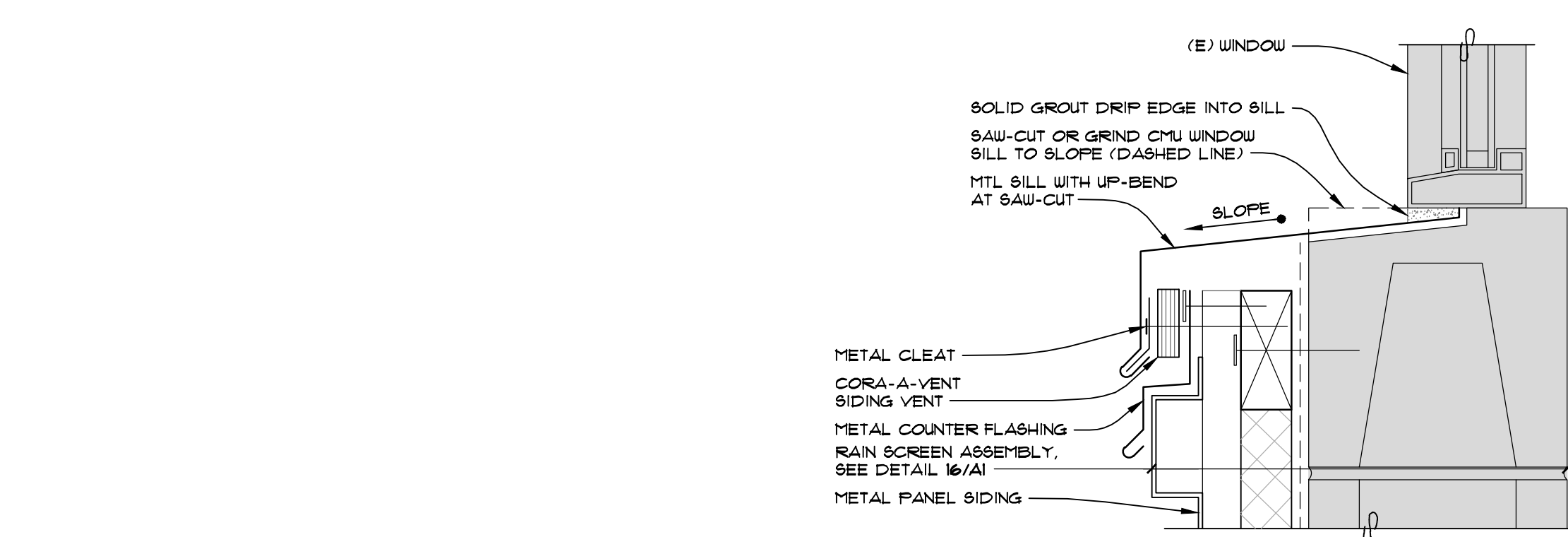
13 PHOTO DETAIL
FASCIA-CMU WALL
SCALE: 1-1/2" = 1'-0"

14 NOT USED
SCALE: 3" = 1'-0"

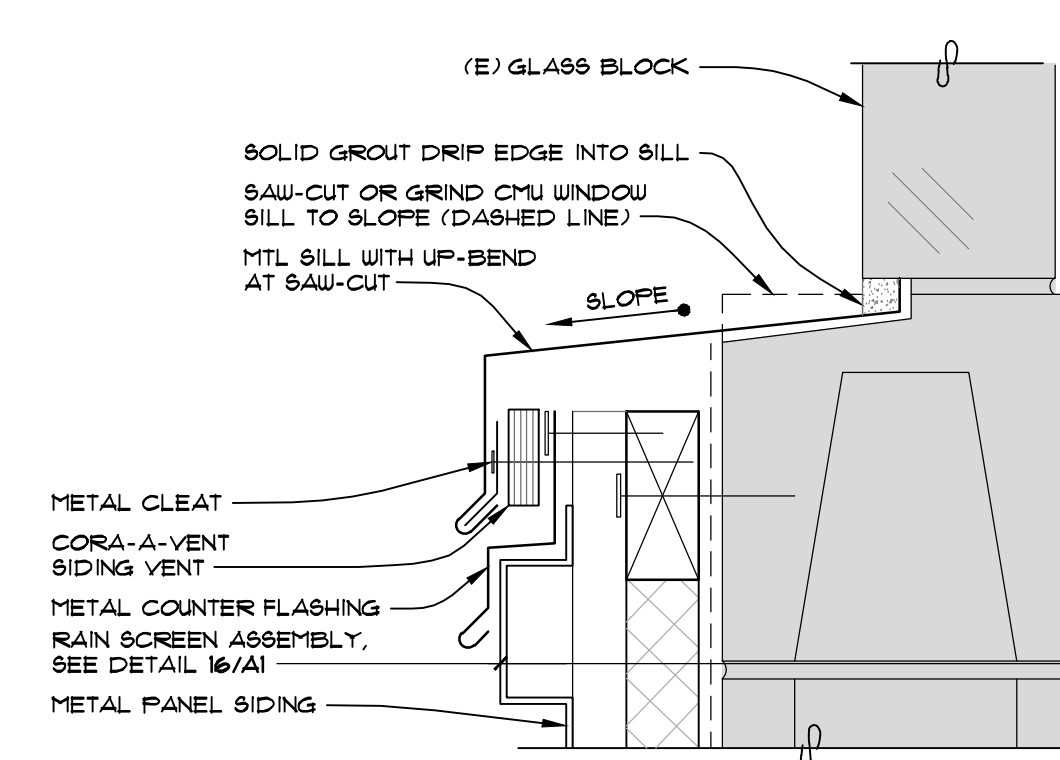
15 CANOPY
SCALE: 1-1/2" = 1'-0"



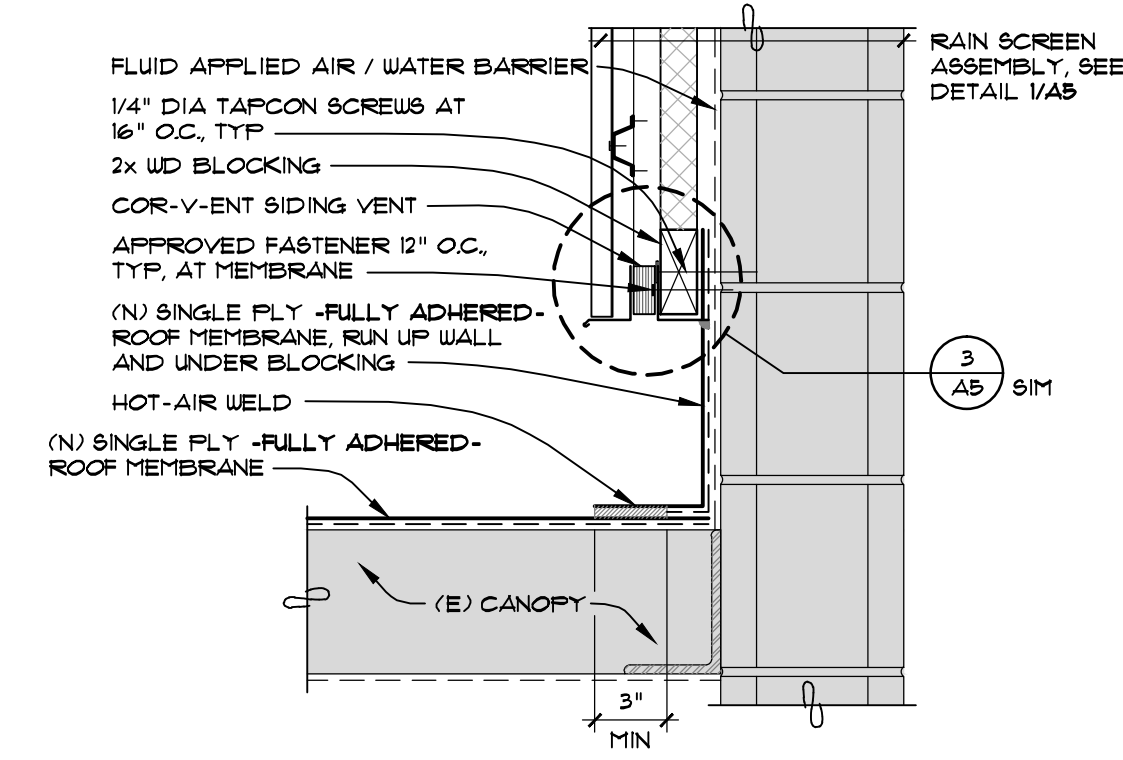
16 OPENING HEAD
SCALE: 3" = 1'-0"



18 WINDOW SILL - A
SCALE: 3" = 1'-0"



19 G-BLOCK SILL - B
SCALE: 3" = 1'-0"



20 CANOPY TO WALL
SCALE: 1-1/2" = 1'-0"

PROJECT
MANN BUILDING
EXTERIOR RESTORATION
221 SECOND STREET
MOSCOW, ID 83843

CONSULTANTS
DATE 10/28/2021
DRAWN WOB, DJG
CHECKED GGC
PROJECT NO. 2041

REVISIONS

CASTELLAW ♦ KOM ♦ ARCHITECTS
850 MAIN STREET
LEWISTON, IDAHO
OFFICE (208) 746-0163 ♦ FAX (208) 746-7267

SHEET
DETAILS
A5

ADDENDUM NUMBER ONE**February 4, 2022**

To all contract bidders of record for the work titled:

Mann Building Exterior Restoration

Moscow, Idaho

Architect's Project Number: 21041

Please notify everyone concerned (subcontractors and suppliers) as to the issuance and contents of this Addendum prior to the date of bid opening. This Addendum is a part of the contract documents and modifies them as follows:

GENERAL

- I. No Items this Addendum

ARCHITECTURAL**I. DRAWINGS****A. SHEETS A1, A4 & A5- DETAILS**

1. **Tapcon Embedment Clarification:** 1/4 inch Tapcon embedment in CMU to be manufacturer's recommendations with not less than 1-1/2 inch embed. Fully penetrate face where hollow masonry exists.

B. SHEET A2- ABBREVIATED SPECIFICATIONS

1. **Section 03 01 20, Conc and Masonry Rehabilitation:** Masonry and Conc Crack Repair- Epoxy Resin Sikadur product to be: Sikadur Crack Fix- low viscosity, high strength 2-component epoxy sealing system. Low pressure injection.
2. **Section 05 40 00, Cold Formed Metal Framing:** 1/4 inch Tapcon embedment in CMU to be manufacturer's recommendations with not less than 1-1/2 inch embed. Fully penetrate face where hollow masonry exists.

End of Addendum One

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: 03/08/2022

This proposal is submitted as an offer by the undersigned to enter into contract with the City of Moscow, Idaho as represented by the City Council, hereinafter referred to as the 'CITY' for PAUL MANN BUILDING RESTORATION PROJECT - 2022, (hereinafter "Project"), specified herein and which construction documents are on file with the City Engineer, Haddock Building, 504 South Washington Street, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

1. All Project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that he/she has received or made himself/herself aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned will furnish separate performance and payment bonds in the full amount of the contract price.
5. The cash, certified check, bid bond, or cashier's check accompanying this proposal shall be forfeited to the City of Moscow to the extent of 5% of the amount bid if the undersigned shall fail or refuse to execute the contract, furnish performance and payment bonds, and insurance certificate as required by the specifications within the time limit therein after notification that the said proposal is accepted, all in accordance with the provisions of this proposal and the specifications.
6. he undersigned further agrees that CITY shall have the right to accept or reject any bid item deemed to be in the best interest of CITY.
7. The undersigned agrees to order all necessary equipment and materials within a period of three (3) days after Notice to Proceed has been issued by the Engineer.

8. The undersigned, as a bidder, acknowledges that Addenda Number 01 through 01A have been delivered to him/her and have been examined as part of the contract documents.
9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-13 of the Instruction to Bidders.
10. The undersigned holds Idaho Public Work's License Number PWC-C-16871-AAA-3-4.
11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

Subcontractors	Trade Specialty	Idaho Public Works License No.	\$ Amount
a.	N/A		
b.	N/A		
c.	N/A		
d.	N/A		
e.	N/A		

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for PAUL MANN BUILDING RESTORATION PROJECT - 2022 as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for the prices in accordance with the completed schedule contract prices as follows:

BID SCHEDULE

(See Plan Sheet A1 For Description of Base and Alternative Bid Items)

<u>No.</u>	<u>Item Description</u>	<u>Quantity & Unity</u>	<u>Total Price</u>
1.	BASE BID	1 LS	\$ <u>139,486</u>
2A.	ADDITIVE ALTERNATE #1 – ADDITIONAL METAL WALL PANELS AND PLANKS	1 LS	\$ <u>24,120</u>
2B.	ADDITIVE ALTERNATE #2 – 30 YR ROOF AND DECK INSULATION	1 LS	\$ <u>9,250</u>

Dardan Enterprises, Inc.

Firm Name of Bidder



Signature of Bidder

Vice President

Official Title

23567 W Highway 53 Post Falls, ID 83854

Bidders Mailing Address

PWC-C-16871-AAA-3-4

Public Works License No.

Idaho

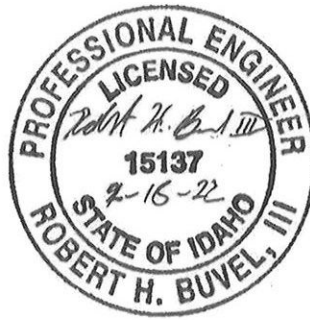
State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at February 2004

This 8 day of March, 2022

SUBMITTED BY:



Receipt of **ADDENDUM NO. 1** must be acknowledged. This document must be signed and attached to the bid to acknowledge its receipt:

Dardan Enterprises, Inc.

Firm Name of Bidder


Signature of Bidder

Vice President

Title

3/7/2022

Date

BID OR PROPOSAL BOND

KNOW ALL BY THESE PRESENTS, That we, Dardan Enterprises, Inc.

of 23567 W. Highway 53, Post Falls, ID 83854 (hereinafter called the Principal),

as Principal, and The Ohio Casualty Insurance Company

(hereinafter called the Surety), as Surety, are held and firmly bound unto CITY OF MOSCOW

504 South Washington Street, Moscow, ID 83843

(hereinafter called the Obligee) in the penal sum of Five Percent of Amount Bid

Dollars (\$ 5%)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED and SEALED this 7th day of March, 2022.

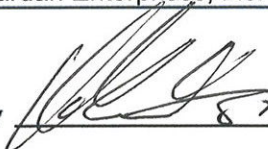
THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit a proposal to the

Obligee on a contract for Paul Mann Building Restoration - 2022 City of Moscow Project No. 107-021

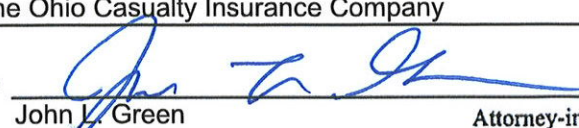
NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, if bond be required, with surety acceptable to the Obligee for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

Dardan Enterprises, Inc.

Principal

By 

The Ohio Casualty Insurance Company

By 

John L. Green

Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206601-980897

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, _____

all of the city of Spokane state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of October, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 22nd day of October, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of March, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

bond and/or Power of Attorney (POA) verification files, please call 610-832-8240 or email

February 18, 2022

ADDENDUM NO. 1

City of Moscow Project: **PAUL MANN BUILDING RESTORATION**

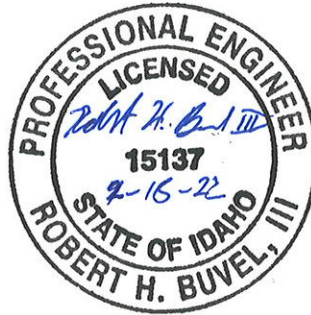
Project No. **107-021**

The following changes, additions, clarifications, and/or deletions are hereby made a part of Moscow's project **PAUL MANN BUILDING RESTORATION**, as fully and completely as if the same were entirely set forth in the Plans, Specifications, and Contract Documents. This addendum, as set forth herein, shall become an integral part of any contract entered into by and between the Owner and the Contractor.

1. DRAWINGS, SPECIFICATIONS AND PROPOSAL, INVITATION TO BID:
Amend **BID OPENING DATE**.

Replace the current bid opening and due date of Tuesday, February 22, 2022 on Page 1 with the bid opening date of Tuesday, March 8, 2022 at 2:15 PM local time.

SUBMITTED BY:



Receipt of **ADDENDUM NO. 1** must be acknowledged. This document must be signed and attached to the bid to acknowledge its receipt:

Firm Name of Bidder

Signature of Bidder

Title

Date

CITY COUNCIL STAFF REPORT

DATE: Monday, March 21, 2022



AGENDA ITEM TITLE

Staff Recognition Report - Bill Belknap

RESPONSIBLE STAFF

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

STAFF RECOMMENDATION

PROPOSED ACTIONS

PROPOSED ACTIONS:

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

None

CITY COUNCIL STAFF REPORT

DATE: Monday, March 21, 2022



AGENDA ITEM TITLE

Comprehensive Annual Financial Report Presentation (ACTION ITEM) - Sarah Banks /Nick Nicholson

RESPONSIBLE STAFF

Sarah Banks, Finance Director

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

Presnell Gage PLLC, the City's auditors, will be presenting the City's FY2021 Annual Comprehensive Financial Report (ACFR), which includes any significant changes regarding the annual audit and outlining comparative changes from the FY2020 ACFR. The City has received the Certificate of Achievement for Excellence in Financial Reporting for the ACFR for 18 consecutive years. After approval, staff will submit the FY2021 ACFR for consideration for the award. The accompanying final draft of the FY2021 ACFR is submitted for City Council review.

STAFF RECOMMENDATION

Accept the City of Moscow audited Annual Comprehensive Financial Report for FY2021 as presented.

PROPOSED ACTIONS

PROPOSED ACTIONS: Accept the City of Moscow audited Annual Comprehensive Financial Report for FY2021 as presented, or take other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Final Management Review Draft

CITY OF MOSCOW

Annual Comprehensive Financial Report



**Fiscal Year Ended
September 30, 2021**

Art Bettge
Mayor

Bill Belknap
City Supervisor

Sandra Kelly
Council President

Julia Parker
Council Member

Maureen Laflin
Council Vice-President

Gina Taruscio
Council Member

Hailey Lewis
Council Member

Anne Zabala
Council Member



Annual Comprehensive Financial Report



CITY OF MOSCOW, IDAHO

FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2021

Prepared
by the
Finance Department

Sarah L. Banks
Finance Director



INTRODUCTORY SECTION

CITY OF MOSCOW, IDAHO

Comprehensive Annual Financial Report For the Fiscal Year Ended September 30, 2021

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March 15, 2022

Honorable Mayor, City Council Members, and Citizens of the City of Moscow:

We are pleased to submit to you the audited Annual Comprehensive Financial Report (ACFR) for the City of Moscow, Idaho (hereinafter "City") for the fiscal year October 1, 2020 through September 30, 2021.

Idaho state law requires that all general-purpose local governments publish, within six months of the close of each fiscal year, a complete set of financial statements presented in conformity with Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standards Board (GASB), and an audit report in accordance with auditing standards generally accepted in the United States of America by Certified Public Accountants. Pursuant to that requirement, we hereby issue the audited annual financial statements of the City for the fiscal year ended September 30, 2021.

The Finance Department of the City has prepared this report to present the financial position of the City as of September 30, 2021. We believe the information, as presented, is accurate in all material aspects; that it is presented in a manner designed to set forth fairly the financial position and results of operations of the City as measured and reported by the financial activity of its various funds; and that all disclosures necessary to enable the reader to gain an adequate understanding of the City's financial affairs have been included. Responsibility of both the accuracy of the data, and the completeness and fairness of the presentation and disclosures rests with City management.

Moscow's Mission Statement:

The City of Moscow delivers quality municipal services while ensuring responsible use of resources. We anticipate and meet the needs of our diverse population in order to build public trust and enhance a sense of community.

ACFR Presentation:

The ACFR was prepared by the City's Finance Department in accordance with GAAP and GASB. It is intended to provide sufficient information to permit the assessment of stewardship and accountability, to demonstrate legal compliance, and to facilitate management control. City management is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse and to ensure adequate accounting data is compiled to allow for the preparation of financial statements in conformity with accounting principles generally accepted in the United States of America. In addition, the City maintains extensive budgetary controls. The objective of these controls is to ensure compliance with legal provisions embodied in the annual appropriated budget adopted by the City Council. Activities of all funds are included in the annual adopted budget.

Presnell Gage, PLLC, Accounting and Consulting, Certified Public Accountants, have issued an opinion that the City's financial statements were presented fairly in all material respects for the year ended September 30, 2021. The Independent Auditor's report is located at the front of the financial section of this report.

Art Bettge
Mayor

Sandra Kelly
Council President

Maureen Laflin
Council Vice-President

Hailey Lewis
Council Member

Julia Parker
Council Member

Gina Taruscio
Council Member

Anne Zabala
Council Member

Bill Belknap
City Supervisor

City of Moscow, City Hall
c/o Bill Belknap, City Supervisor
206 East 3rd Street
P.O. Box 9203
Moscow ID 83843
Phone (208) 883-7000
Fax (208) 883-7018

Website: www.ci.moscow.id.us
Hearing Impaired (208) 883-7019



The ACFR is presented in four sections: Introductory, Financial, Statistical, and Compliance. The Introductory section, which is unaudited, includes this Letter of Transmittal, a City organizational chart, Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting awarded for the 2020 fiscal year, and a list of the City's principal elected officials. The Letter of Transmittal is designed to complement the Management's Discussion and Analysis (MD&A) and should be read in conjunction with the MD&A. The City's MD&A can be found in the financial section along with the independent auditor's opinion, basic financial statements (including entity-wide fund financial statements), notes to the basic financial statements, required supplementary information and supplemental information, combining and individual statements and schedules for the City's funds. The Statistical section, which is unaudited, includes selected financial and demographic information, generally presented on a multi-year basis.

City of Moscow Profile:

Moscow, Idaho, is located among the rolling Palouse hills of Latah County in northern Idaho and the western City limits border the State of Washington. The City encompasses a land area of approximately 7.4 square miles. Moscow is the county seat and largest city in Latah County and with a population of 25,435 (2020 U.S. Census Bureau) and is the 13th largest city in Idaho. Latah County's population is 39,517 (2020 U.S. Census Bureau) and comprises the majority of the eastern portion of the Palouse region, which is world-renowned for its agriculture and fertile soil. Latah County is the only county in the United States that was established by an act of Congress. Originally part of Nez Perce County, Latah County was created in 1888 and named for Latah Creek, which is located in its northwest corner.

The City of Moscow is home to the University of Idaho, the state's land grant institution and primary research university. Eight miles (13 km) west is Pullman, Washington, home of Washington State University, also a land-grant institution. The close proximity of these two universities creates an environment that is a wonderful combination of small town comfort and safety, together with the cultural, recreational, and educational opportunities of a larger city.

The City of Moscow was incorporated on July 12, 1887. The City operates under a Mayor/Council form of government consisting of an elected mayor and six council members. The mayor and six council members are elected on an at-large, non-partisan basis, and the council serves staggered 4-year terms, with one-half of the council positions elected every two years. The City is considered to be a "full service" city and provides the following services authorized by charter and by Title 50 of the *Idaho Code*: general government, public safety, culture and recreation, transportation, water, sewer, and sanitation.

Moscow's City Council is required to adopt a final budget no later than the close of the current fiscal year. The City's fiscal year starts on October 1 and ends on September 30. The annual budget serves as the foundation for the City's management and financial planning and controls and is prepared by the Administration and Finance Departments. Department managers are responsible for their department's budgetary controls. The budget is adopted at the fund level by the City Council following a public hearing, and meets the state's legal requirement for a balanced budget of revenues and expenditures.



The same public budget process is necessary on any occasion when budget amendments are necessary to accept unanticipated revenues and expenditures.

Moscow, Idaho is settled into the Palouse, a landscape historically and currently inhabited by the Nimiipuu (Nez Perce) people indigenous to the region. Incorporated in 1887, the City's modern history is rooted in agriculture; the region is a major global producer of peas and lentils. The presence of farming in the community goes far beyond commerce, however, as grain silos and other architectural features announce agricultural endeavor as part of the community's aesthetic identity. The City is home to the University of Idaho (UI), a land grant institution established in 1889. School spirit infuses the atmosphere of the City with the balance of gravitas and celebration that characterizes educational experience. Moscow's culture is woven together with the work of passionate citizens and creative institutions dedicated to the arts in all their forms. The City of Moscow stands out amongst Idaho cities in many ways, and its tradition of Arts and Culture programming contributes greatly to that unique identity.

Listed below are City-sponsored cultural offerings:

- Moscow Farmers Market (MFM) is held every Saturday from May through October. Established in 1977, the MFM is the longest-running market in the state of Idaho and provides farmers, artisans, and customers the opportunity to connect with one another in Moscow's downtown core;
- Third Street Gallery, located in Moscow City Hall brings art installations into the heart of the public process;
- Artwalk is a monthly event featuring multiple forms of art in host locations throughout the community on the 3rd Thursday of each month from May - June;
- Entertainment in the Park is a summer performance series at Moscow's East City Park, featuring programming especially for children and families;
- Palouse Plein Air is an annual painting event that brings artists together in celebration of the picturesque Palouse
- Moscow Poet Laureate increases awareness of the role that poetry and literature play in the community;
- Annual Winter Wonderland Tree-lighting, Parade, and DeLIGHTful downtown events get the whole community into the spirit of the winter season;
- Public Art in Moscow thrives in an annually-refreshed temporary collection, a portable collection, and features works in the permanent collection made possible by the City's 2004 adoption of a 1 percent for the arts ordinance.

The City of Moscow is proud to partner with the following cultural institutions and events:

- The University of Idaho's Prichard Art Gallery, Lionel Hampton Jazz Festival, and Festival Dance;
- The University of Idaho's College of Art and Architecture & College of Letters, Arts, and Social Sciences
- Moscow Renaissance Fair;
- Rendezvous in the Park;
- The Kenworthy Performing Arts Center;



- Latah County Library District
- The 1912 Center, a property owned by the City and run by the non-profit organization Heart of the Arts, Inc.

The City has a highly skilled and educated work force supporting many thriving businesses, as well as the University of Idaho and nearby Washington State University.

The University of Idaho is a nationally recognized research institution committed to undergraduate and graduate research education, with extension services responsive to Idaho and to the region's business and community needs. Many students take advantage of an emphasis on undergraduate research opportunities in computer science, transportation innovation, environmental science, evolutionary biology, and biomedical research. The University of Idaho enrolls 11,303 students. As Idaho's land grant research university, the University of Idaho offers students a complete living and learning experience. The residential campus in Moscow matches architectural beauty with a small and friendly academic community. Outdoor recreational activities complement the many cultural amenities. The University of Idaho ranked in the top 30 in the nation as a "great university to hit the books and backcountry" by Outside magazine. Living and learning in Moscow will put you just minutes from opportunities for skiing, snowboarding, whitewater rafting, biking, climbing, camping, fishing, and more.

Local Economic Outlook:

Moscow's major employers are heavily represented in the sectors of education, health care, retail, and government. These four sectors represent 65 percent of Moscow's economy.

The Latah County unemployment rate (not seasonally adjusted) for the month ending in September 2021 was 2.0 percent compared with 5.2 percent in September 2020. The September 2021 unemployment rate (not seasonally adjusted) of 2.0 percent was below a state unemployment rate of 2.9 percent and a national unemployment rate of 4.7 percent.

Latah County saw employment expansion in the following sectors from 2019 – 2020:

- Construction (10.8 percent)
- Professional and Technical Services (0.5 percent)
- Administrative and Waste Services (0.4 percent)
- Health Care and Social Assistance (0.4 percent)

Latah County saw employment contraction in the following sectors:

- Manufacturing (-2.0 percent)
- Wholesale Trade (-0.6 percent)
- Retail Trade (-1.9 percent)
- Information (-11.8 percent)
- Finance and Insurance (-1.5 percent)
- Real Estate (-1.9 percent)
- Management (-4.0 percent)



- Educational Services (-7.5 percent)
- Arts, Entertainment, and Recreation (-7.1 percent)
- Accommodation and Food Services (-18.9 percent)

Real Estate:

- The average home sale price in the City of Moscow increased 10.4 percent from \$314,027 in 2020 to \$346,727 in 2021, after a 12.2 percent increase the prior year.
- The average home sale price in Latah County increased 18.3 percent from \$286,040 in 2020 to \$338,270 in 2021 after a 4.3 percent increase the prior year.

Tourism:

- In the 2021 calendar year, Latah County transient occupancy tax increased by 74 percent as the impacts of the COVID-19 pandemic lessened.

Building Permits:

- Total permitted construction value in the City of Moscow increased significantly from \$37.7 million in 2020 to \$47.3 million in 2021, well above the 10-year average of \$26.4 million.

At the beginning of fiscal year 2021, the national, state, and local economies continued to feel the impact of the COVID-19 pandemic. While state and local revenues have remained relatively stable, many businesses in Moscow have experienced reduced sales and revenues during the pandemic. To assist local tax payers, the City participated in Governor Little's Public Safety Grant Initiative, passing on over \$1.6 million in property tax relief to City residents and property owners. The City has also ceased utility shut-offs during the pandemic and provided expanded outdoor dining and designated pickup spaces for local restaurants.

Moscow continues its economic development efforts. The Moscow Urban Renewal Agency (MURA) manages one active urban renewal district called the Legacy Crossing District, which covers approximately 169 acres and includes former railroad right-of-way and industrial areas, comprising the majority of the blighted and underutilized properties located between Moscow's historic downtown and the University of Idaho. The primary objective in creating this District was to eliminate conditions impeding the City's economic growth in the area. The MURA's focus is to spur more rapid land use transition of properties from former agricultural and/or industrial uses to new uses and economic vibrancy adding to the quality of civic life and improving the public safety of citizens and visitors.

The Legacy Crossing District will have long-term positive impacts on the community. The re-urbanization of inner-city districts, particularly those with land uses transitioning from industrial uses to mixed-uses, requires an extended planning horizon.



Redevelopment activities continue within the District and on the MURA-owned property located at the southwest corner of the intersection of Sixth and Jackson Streets, including the completion of environmental remediation activities and the planning for redevelopment of the site.

The City is a leader in a consortium which maintains 15.4 miles of dark fiber optic cable capacity to governmental, educational, and hospital facilities in the City. Other members of the consortium are the Idaho Transportation Department, Moscow School District #281, and Gritman Medical Center.

The Intermodal Transit Center (ITC) is home to public transit provider Sustainable Moscow Area Regional Transportation (SMART), which provides services to area residents and the University of Idaho. The fixed-route public transportation service in Moscow continues to see increased ridership. The ITC houses administrative and passenger service areas, exterior covered passenger boarding areas, bicycle parking facilities, and transit vehicle parking and serves as a link between transportation service providers to facilitate the seamless integration of transportation options for the Palouse region. Public transportation services are provided by not only SMART, but also Northwest Trailways (providing inter-city passenger service) and the University of Idaho's Vandal Access Service. Another public transit opportunity is the City of Moscow inter-city van pool program.

Tourism is Idaho's third-largest industry statewide. The City provides and hosts many cultural opportunities along with other art attractions. The arts, entertainment, and recreation sector includes a wide range of establishments that operate facilities or provide services to meet varied cultural, entertainment, and recreational interests of the local and surrounding population.

Long-Term Financial Planning for the City:

The City's future capital improvement projects include:

- Replacement of the Sixth Street bridge near Mountain View Road;
- Widening of Mountain View Road to include bicycle lanes, curbs, gutters, and sidewalks between Joseph Street and Sixth Street;
- Pedestrian and lighting systems improvements in the Third Street corridor between Jackson Street and the alley west of Asbury Street;
- Installation of amenities in the downtown core of the City, including bicycle racks, street trees, vintage lighting, and other features consistent with the Historic and Central Business district themes;
- Continued upgrades to deficient sidewalks and the installation of missing sidewalks throughout the City;
- Water Reclamation and Reuse Facility (WRRF), Phase V improvements to meet the National Pollutant Discharge Elimination System (NPDES) permit issued by the United States Environmental Protection Agency (EPA);
- Various sewer main replacements and rehabilitations;
- Various water main replacements and rehabilitations
- Renovations of two water booster stations utilized to provide consistent water pressure to all sectors of the City;



The City has completed several comprehensive plans, including water, sewer, intermodal transportation, parks, and facilities. These plans define the operational and capital needs for those service sectors. The City completed the comprehensive City facilities plan in 2015. The final facilities plan identifies building and space requirements to meet the City's needs into the future. These planning documents provided the information necessary to develop the City of Moscow's Strategic Plan as well as the City's Capital Improvement Plan (CIP) are excellent resources for reviewing progress made on the major challenge areas adopted by the Moscow City Council in that plan. In turn, Administration and Finance are then able to continue development of an inclusive and comprehensive long-range financial plan to assist policy makers in developing strategies to meet the City's operational and capital needs.

The City has fund balances assigned for long-term capital needs of \$5.8 million for general government purposes and \$27.6 million restricted for water, sewer, and sanitation, which will assist in the long-term capital improvement projects list.

Financial Policies:

On September 7, 2011, the City Council adopted Resolution No. 2011-11. This Resolution established financial policies for the City, which address general finance, revenue, operating expenditure, capital expenditure, and debt and fund balance working capital. The City implements all GASB pronouncements in order to remain in compliance with the accounting standards for governments. This year, the City's financial statements reflect all changes to meet the guidelines of the GASB 68 pronouncement.

GFOA Award for Excellence in Financial Reporting:

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City for its annual comprehensive financial report for the fiscal year ending September 30, 2020. This was the eighteenth consecutive year that the City has achieved this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized annual comprehensive financial report. This report must satisfy GAAP, GASB, and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only and, therefore, must be applied for each subsequent year. Staff represents that the City's current Annual Comprehensive Financial Report continues to meet the Certificate of Achievement Program's requirements, and the ACFR ending September 30, 2021, will be submitted to the GFOA for consideration.

Audited Statements Introduction:

Presnell Gage, PLLC, Accounting and Consulting, a firm of Certified Public Accountants, has audited the City's financial statements. The goal of the annual independent audit is to provide reasonable assurance that the financial statements of the City are free of material misstatement.



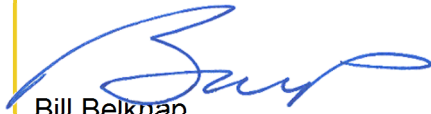
The independent audit involves the examination, on a test basis, of evidence supporting the amounts and disclosures in the financial statements. The independent audit also involves the assessment of the accounting principles used and the significant estimates made by management, and the evaluation of the presentation of the overall financial statements. The independent auditor, based upon the audit, concluded there was a reasonable basis for rendering an unmodified opinion that the City's financial statements for the fiscal year ended September 30, 2021, are fairly presented in conformity with GAAP and GASB. The independent auditor's report is presented as the first component of the financial section of this report.

The independent audit of the City's financial statements requires the independent auditor to report not only on the fair presentation of the financial statements, but also with special emphasis on the audited government's internal controls and compliance with legal requirements. Because the cost of control should not exceed the benefits to be derived, the objective is to provide reasonable, rather than absolute assurance, that the financial statements are free of any material misstatements.

Acknowledgements:

The preparation of this report would not have been possible without the professional, efficient, and dedicated services of the City's Audit Committee and the entire staff of the Finance and Administration Departments. Appreciation is also extended to all members of the other City departments who assisted and contributed to the preparation of this report. Our thanks are also extended to the Mayor and the City Council for their support in maintaining the highest standards of professionalism in the management of the City's finances.

Respectfully submitted,


Bill Belknap
City Supervisor


Sarah L. Banks
Finance Director



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

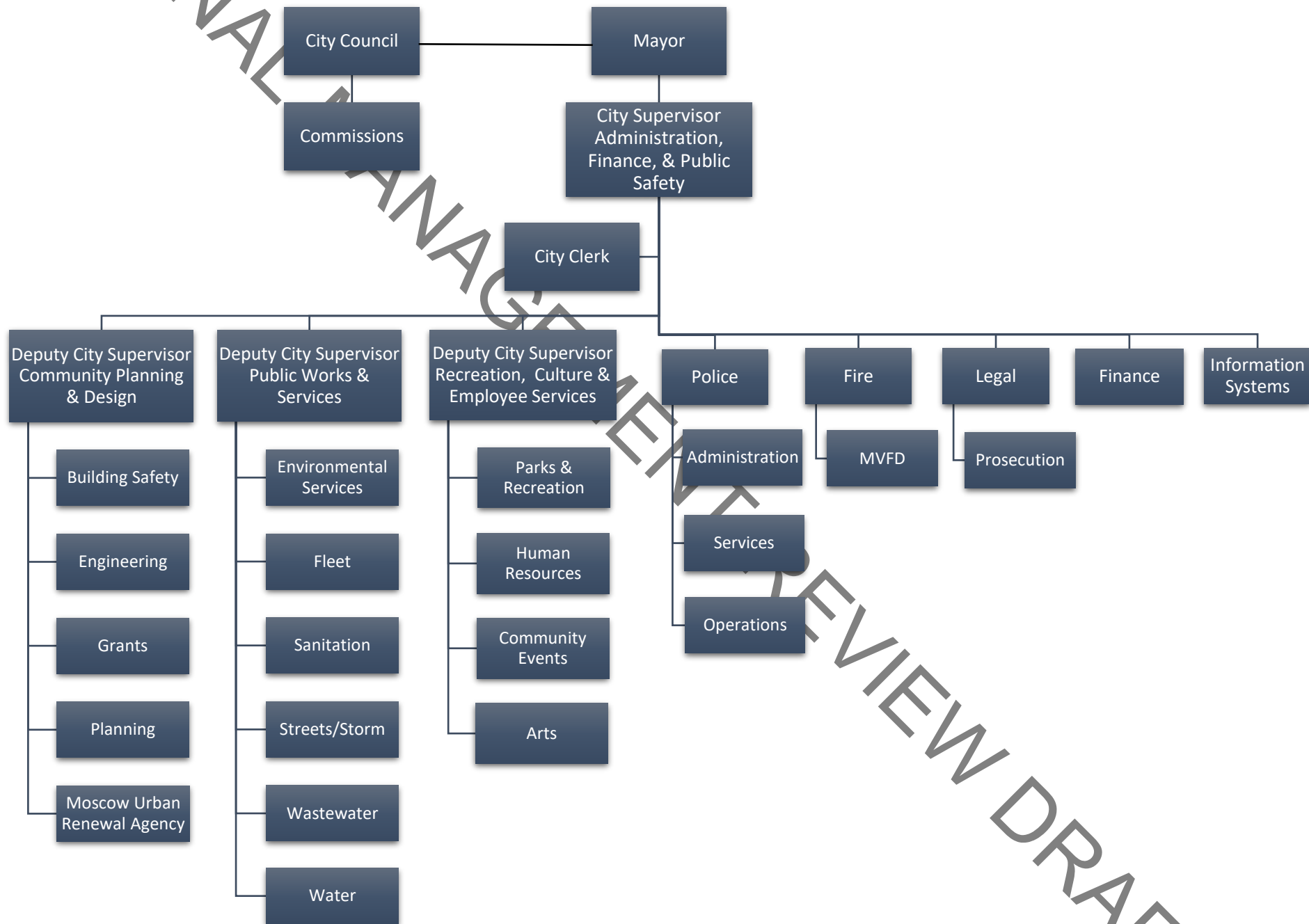
**City of Moscow
Idaho**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2020

Christopher P. Morrell

Executive Director/CEO



Public Officials

For information on how to vote in Moscow, please visit IdahoVotes.gov or the Latah County website (www.latah.id.us). You may also call the Latah County Courthouse at (208) 883-2249 or the City Clerk's office at (208) 883-7015.

Elected Officials at 09/30/2021

Official	Name	Term End
Mayor	Bill Lambert	12/31/2021
Council Member	Art Bettge	12/31/2021
Council Member	Sandra Kelly	12/31/2023
Council Member	Maureen Laflin	12/31/2023
Council Member	Brandy Sullivan	12/31/2021
Council Member	Gina Taruscio	12/31/2021
Council Member	Anne Zabala	12/31/2023

Elected Officials at 01/03/2022

Official	Name	Term End
Mayor	Art Bettge	12/31/2025
Council Member	Sandra Kelly	12/31/2023
Council Member	Hailey Lewis	12/31/2025
Council Member	Maureen Laflin	12/31/2023
Council Member	Julia Parker	12/31/2025
Council Member	Gina Taruscio	12/31/2025
Council Member	Anne Zabala	12/31/2023

Appointed Officials at 09/30/2021

Official	Name
City Supervisor	Gary J. Riedner
City Attorney	Mia Bautista
City Clerk	Laurie M. Hopkins
Deputy City Supervisor Community Planning and Design	Bill Belknap
Deputy City Supervisor Recreation, Culture and Employee Services	Jen Pfiffner
Deputy City Supervisor Public Works and Services	Tyler Palmer
Finance Director	Sarah L. Banks
Fire Chief	Brian Nickerson
Human Resources Director	Jen Pfiffner
Police Chief	James Fry



FINANCIAL SECTION



INDEPENDENT AUDITOR'S REPORT

Members of the City Council
City of Moscow, Idaho
Moscow, Idaho

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Moscow, Idaho, as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Moscow, Idaho, as of September 30, 2021, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis (MD&A) and other required supplementary information on pages 21 through 39 and 79 through 84, respectively, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Moscow's basic financial statements. The introductory section, combining and individual nonmajor fund financial statements, and statistical section, are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is also not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements, the capital projects major fund, the schedule of expenditures of federal awards, and the budgetary comparison schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements, the capital projects major fund, the schedule of expenditures of federal awards, and the budgetary comparison schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated March 15, 2022, on our consideration of the City of Moscow, Idaho's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

March 15, 2022

CITY OF MOSCOW, IDAHO

MANAGEMENT'S DISCUSSION AND ANALYSIS

The discussion and analysis of the financial performance of the City of Moscow (hereinafter the "City") presents the highlights of financial activities and provides an overview of those activities for the fiscal year ended September 30, 2021 (FY2021), and is intended to:

- Assist the reader in focusing on significant financial issues;
- Provide an overview of the City's financial activity;
- Identify changes in the City's financial position (its ability to address challenges in subsequent years); identify any material deviations from the financial plan and the adopted budget; and
- Identify individual fund issues or concerns. Since the Management's Discussion and Analysis (MD&A) is designed to focus on the report year's activities, resulting changes, and currently known facts, please read it in conjunction with the Transmittal Letter found in the introductory section (page 6) and the City's financial statements beginning on page 41.

Financial Highlights

- The City's general fund (the City's primary operating fund), on a current financial resource basis, reported a fund balance increase for FY2021 of \$1,376,978 (23.5%) as a result of the following: the committed fund balance, which includes drug enforcement of \$83,445 and an increase in working capital of \$420,688 (9.9%) to \$4,656,337. Assigned fund balance includes an increase in employee compensated absences of \$86,852 (13.4%) to \$733,165 and general governmental health programs increased by \$2,500 (4.7%) to \$55,500.
- Working capital is the funding necessary to meet the cash flow needs of any particular fund. In compliance with the City's adopted financial policies, working capital is reported on the balance sheet for governmental funds. The General Fund working capital increased in FY2021 by \$420,688 (9.9%) to \$4,656,337. The Street Fund working capital for FY2021 increased by \$124,217 (16.8%) to \$863,398. The Recreation and Culture Fund working capital for FY2021 increased by \$22,005 (3.0%) to \$750,653.
- The City of Moscow has an investment policy that manages and directs the Finance Director and provides a guide to invest available funds. In FY2020, the City updated its Investment Policy, which can be found in Resolution #2020-02. In short, the investment policy prioritizes the investment into safety, liquidity, and yield. The City invests in U.S. Agencies containing adequate guarantees. Bond values can change inversely to interest rate changes during the time that the City holds the bond. When bonds mature, they are valued at 100% of the bond price (par).

In FY2019, the City reviewed its investment strategies and engaged an Investment Advisory Committee consisting of financial professionals associated with the University of Idaho and Lewis-Clark State College to formulate a sustainable investment strategy focused on minimizing risks and maximizing returns on these public dollars. This strategy was implemented in FY2020, which included entering into an asset management agreement with Moreton Asset Management, LLC, which was continued through FY2021.

- Governmental activities program revenue increased \$3,303,882 (40.6%) to \$11,448,788 in FY2021. This is mainly due to an increase in operating grants and contributions. In FY2021, the City complied with the single audit reporting requirements and federal funding received totaled \$2,876,373.

CITY OF MOSCOW, IDAHO

MANAGEMENT'S DISCUSSION AND ANALYSIS

- Business-type activities (enterprise funds) program revenue increased in FY2021 by \$1,461,392 (6.8%) to \$22,801,786 due mainly to an increase in capital grants and contributions. FY2021 included a 5.0% water rate adjustment, and no change to the sewer and sanitation rates. The water adjustment was made in conformance with the recommendations of the rate study adopted by City Council. Water connection fees are comprised of meter charges and general facility charges. Due to the negative economic impacts of the COVID-19 pandemic, there were no fee increases for sewer or sanitation.
- The City continued work on multiple water system improvements throughout the City, focusing on two major water system projects. These projects consist of the completion of construction of a new municipal water well (Well #10) with associated water main improvements for a cost of approximately \$4.5 million, and the second phase replacement of six water booster stations (three remaining stations) and associated water main improvements for a cost of approximately \$4.0 million. The Well #10 project provides additional water supply production capacity and redundancy for the City's largest current production well (Well #9). The Booster Stations project will address fire-flow deficiencies in boosted zones located at the higher elevations of the City. To finance the projects, the City is combining a loan obtained from the Idaho State Revolving Loan Fund for water system improvements (administered by the Idaho Department of Environmental Quality (IDEQ)) with City of Moscow Water Capital Program funding. Phase II of the Well #10 project is complete and the construction of the first phase of the Booster Stations project (the first three stations) is complete. The design of the second phase of the Booster Station's project is complete and construction is anticipated to begin this summer.
- In FY2021, the City received \$2,876,373 in federal grant funding reimbursements, which contributed to various City projects and response to the COVID-19 pandemic. The federal funding assisted several City departments including Public Works, Capital Projects, Police, Fire, Arts, and the Moscow-Pullman Regional Airport:
 - The Idaho Transportation Department (ITD) award from the Surface Transportation Program (STP) Urban grant to the City continued with the final activities to bid and construct new infrastructure to transform a portion of Mountain View Road from Sixth Street to Joseph Street. The scope of work is developed for a "complete street" design that will enable access for all users to include pedestrians, bicyclists, and motorists of all ages and abilities to safely travel this corridor. The project will also include a roundabout at the intersection of Mountain View Road and Sixth Street to improve traffic flow and reduce the severity of potential crashes. Consultant engineering service expenses provided in FY2021 included final design, final right-of-way and property acquisition, and final specifications to put out to bid targeting summer 2022 for construction (\$102,031).
 - The Idaho Office of Emergency Management (IOEM), Hazardous Mitigation Division, under the U.S. Department of Homeland Security to include the Federal Emergency Management Assistance (FEMA) awarded the City an Advanced Assistance grant to explore potential flood hazard mitigation alternatives and determine the most viable method to resolve flooding issues extending from the northeast city limits near Mountain View Park to the Paradise Creek crossing of the Troy Highway near the intersection with Styner and White Avenue referred to as the "impacted area." The scope of work includes a Hydrologic and Hydraulic Study (H & H Study) of Paradise Creek (Phase I), an alternatives analysis, local ordinance and permit review, LiDAR and data collection, environmental considerations, application development, benefit cost analysis, pre-engineering, and CLOMR application.

The H & H modeling extent of the proposed study will extend upstream to the area from Darby Road Bridge to south of the Troy Highway (Idaho State Highway 8) crossing. Alternatives will be developed and assessed to mitigate flooding within the impacted area. The results of the H & H Study will be used to select an alternative, prepare preliminary design documents, and complete a Benefit Cost Analysis (BCA) of the selected alternative in order to apply for additional funding to construct the recommended mitigation options. This project will be completed in FY2022 (\$173,346).

- The Local Highway Safety Improvement Project (LHSIP) grant managed by the Local Highway Technical Assistance Council (LHTAC) on behalf of ITD was awarded to the City for street safety improvements. The Sixth Street safety improvements include the installation of ADA compliant curb extensions from Jefferson Street to Almon Street to reduce the pedestrian crossing length and improve pedestrian visibility. The project will also include the improvement of pedestrian ramps and crosswalks on Sixth Street at intersections to eliminate gaps in the ADA compliant corridor that connects the University of Idaho to the downtown central business district. Project expenses during FY2021 included consultant final design and preparation of bidding documents. Construction will take place during FY2022 (\$8,511).
- The Moscow Police Department (MPD) has participated in Traffic Enforcement Mobilizations through federal funding awarded to ITD's Office of Highway Safety (OHS) for many years. The goal of the program is to eliminate death and serious injuries resulting from motor vehicle crashes, and implement programs designed to address driver behavior. The purpose of the program is to provide funding at the state and community level for highway safety problems that address Idaho's own unique circumstances and specific highway safety needs. This mobilization program establishes project requirements and a funding process to support the enforcement efforts by the Idaho law enforcement agencies to reduce deaths, serious injuries and economic loss as part of the Strategic Highway Safety Plan (SHSP). The program funds overtime enforcement hours and/or traffic enforcement equipment for hours worked during Idaho's Traffic Enforcement Mobilizations or through mini grants for special events to be held in Moscow to address the City's specific driver safety needs. Mobilization activities in FY2021 included reimbursement for overtime hours during enforcement mobilizations (\$22,711).
- The MPD has participated in the Child Passenger Safety Seat program since 2003 which is also funded by the ITD through OHS. The MPD applies for funding on an annual basis to purchase safety seats to distribute to local residents and to participate in Child Passenger Safety Technician Instruction classes. Since 2011 the MPD has been a lead agency, which receives funding for purchasing child safety seats, training technicians, and managing the distribution of the seats. During the FY2021 grant period, technicians checked car seats and also distributed grant-funded safety seats to area families (\$3,309).
- The Bureau of Justice Assistance (BJA) provides funding opportunities for state and local law enforcement departments under the Bulletproof Vest Partnership (BVP) where individual jurisdictions receive funding for reimbursement of body armor purchases. The BVP Reauthorization Act of 2015 includes a provision, which states the BJA may fund BVP recipients that provide armor vests to law enforcement officers that are uniquely fitted for each individual. The MPD has participated in this program for several years and has received reimbursement for one to three vests per year (\$4,188).

CITY OF MOSCOW, IDAHO

MANAGEMENT'S DISCUSSION AND ANALYSIS

- The Idaho Commission on the Arts (ICA) receives an annual appropriation from the National Endowment of the Arts to support public programs in the arts and sub awards funds to non-profit and municipal organizations throughout Idaho. The purpose of the program is to expand arts engagement and increase arts participation. The program supports creative, cultural, professional, and economic development of communities through public programming of the arts. In FY2021, the Moscow Arts Department received funding for general operating support from ICA through both the Public Programs in the Arts (\$5,714) and CARES Act (\$4,826) grant programs.
- The Department of Health and Human Services funds the Idaho Office of Drug Policy through the Partnership for Success Law Enforcement Grant Funding program. The MPD receives funding to participate in this grant aimed to prevent underage drinking, marijuana use, and methamphetamine use in Moscow. The funding is used to conduct compliance checks, interdiction activities, party patrols, shoulder tap operations, and provide presentations on topics related to the targeted prevention focuses. MPD began participation in the program in July of 2019 and has continued to receive annual awards to include FY2021 receiving reimbursement for police officer enforcement and patrol operations per the award parameters (\$2,822).
- The Idaho Division of Aeronautics (IDA), Idaho Airport Aid Program, awarded the Moscow-Pullman Regional Airport a matching grant to assist in financing the airport runway realignment project. This type of grant is part of IDA's regular program to further the interest in and aeronautical purposes of public airports by assisting in the development of a statewide system of airports in FY2021 (\$15,000).
- The Coronavirus Aid, Relief, and *Economic Security Act (CARES Act)* which established the Coronavirus Relief Fund (Fund) included Local Fiscal Recovery Funding to support non-entitlement units of local government, which are local governments typically serving a population under 50,000 such as the City of Moscow (City). The Coronavirus Local Fiscal Recovery Fund provided a critical source of relief in the form of direct fiscal assistance from the federal government to assist with COVID-19 pandemic costs incurred during the period of March 1, 2020, through December 30, 2020. The City expended funds to support payroll expenses for public safety employees whose work duties were substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Expenses also included personal protective equipment (PPE) and supplies for disinfection of public areas and facilities. Funding was also expended to provide telework capabilities for public employees requiring information technology support to setup alternate communication systems, in addition to computer equipment and software to provide continuity of operations during the public health emergency and the closure of City facilities requiring employees to work remotely (\$2,533,916).
- Idaho State House Bill 312 remained effective in FY2021. This legislation implemented an increase in state fuel taxes with the intent that the additional funding would be used exclusively for maintenance of bridges and roads and replacement projects at both the state and local levels. The City of Moscow received \$299,987 of HB312 funds in FY2021.

CITY OF MOSCOW, IDAHO

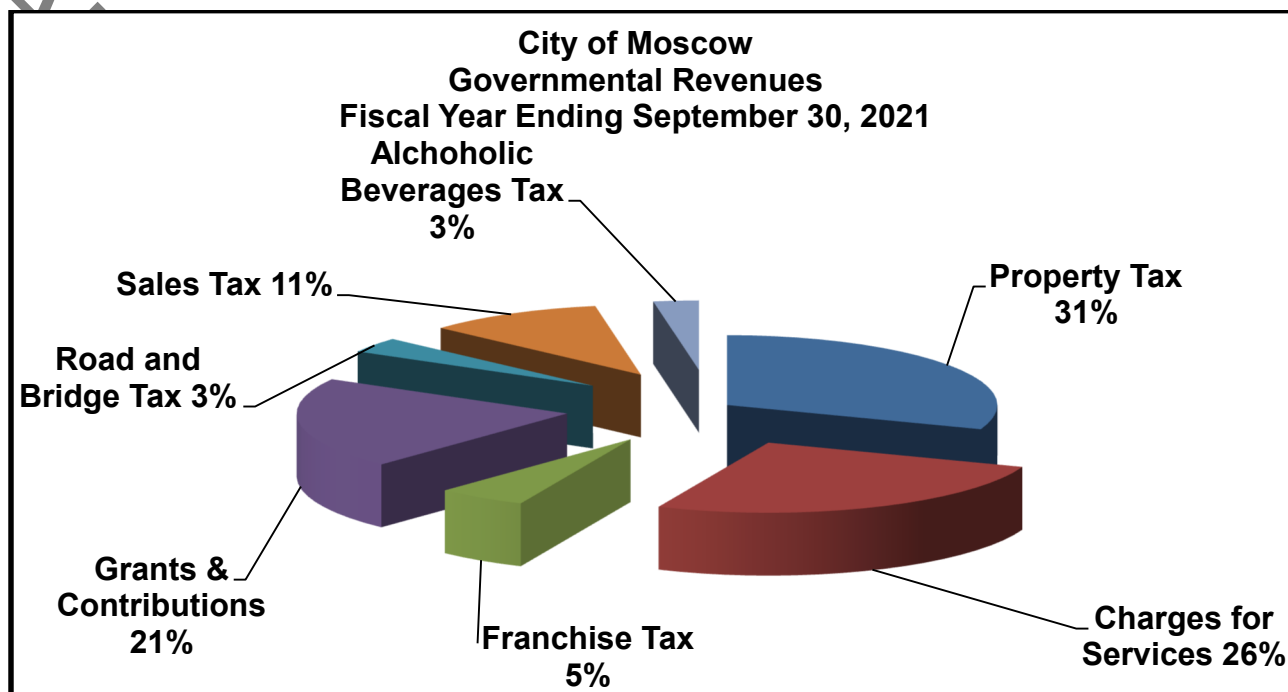
MANAGEMENT'S DISCUSSION AND ANALYSIS

General Fund revenues, comprised primarily of property taxes, charges for services, franchise fees, and state shared revenue and were used to support the following major activities:

Public Safety
General Government

Highways and Streets
Recreation and Culture

Interest on Long-term Debt



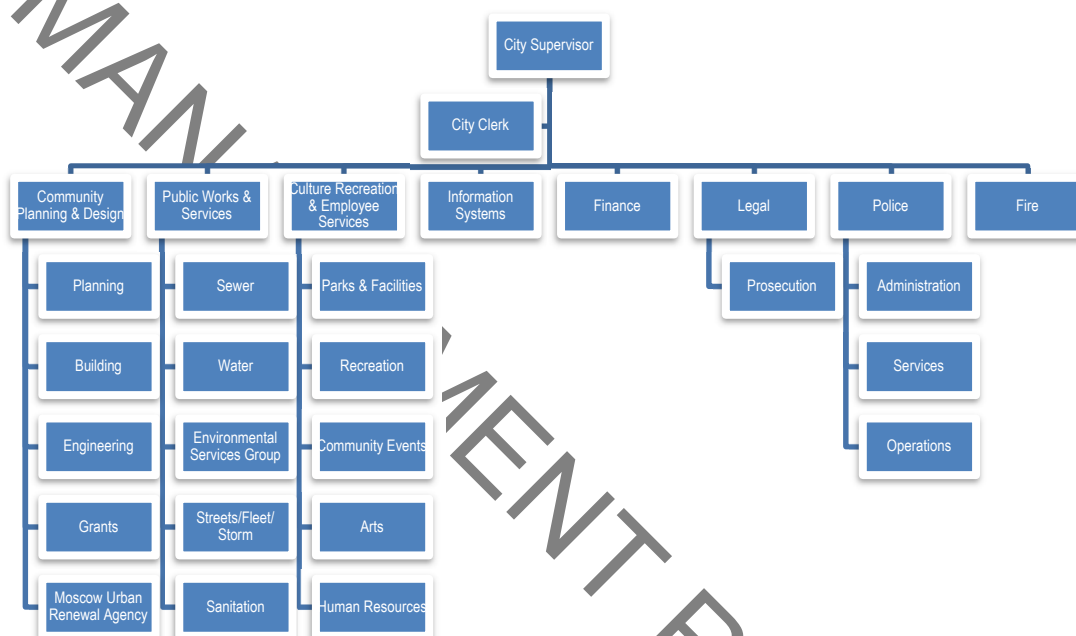
CITY OF MOSCOW, IDAHO

MANAGEMENT'S DISCUSSION AND ANALYSIS

Major Initiatives

Fiscal Year 2021 Highlights:

The City of Moscow continues to operate under the revised organization structure adopted in October 2020. The revised structure provides for three Deputy City Supervisors who oversee the management of relevant groups, according to like functions and budget type. The structure also allowed for redundant positions to be eliminated through attrition and significantly reduced the one-to-one management load for the City Supervisor.



There have never been higher expectations for public programs and services. Demand for services has grown, but so has public scrutiny, competition for limited resources, the complexity of regulations, and security and safety concerns. Along with these, frustrations with public services have also seemed to increase, a driving force behind the City's deep commitment to financial accountability, exceptional quality, consistent performance, and meaningful contribution to the entire Moscow community. Strategic planning is becoming a hallmark of how the City of Moscow manages these expectations in a transparent and fiscally sound manner.

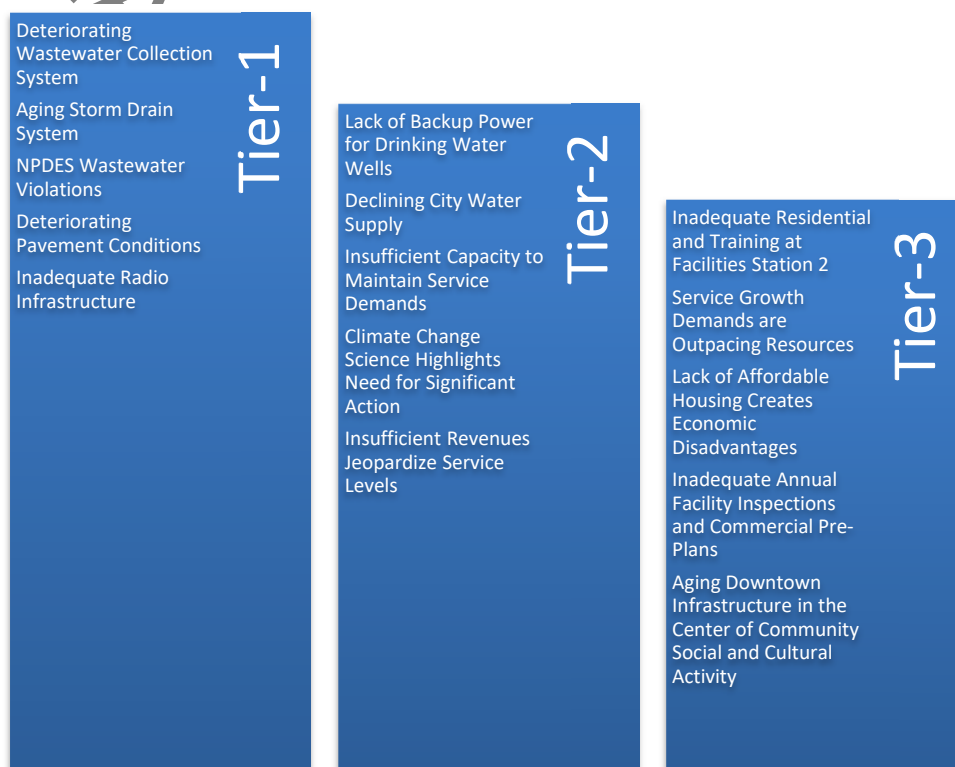
The City's strategic plan, initially developed in 2015, has provided the foundation for overcoming many significant issues and major challenge areas facing the City and, in turn, the community of Moscow. The Strategic Plan is based on data-driven research quantifying substantial issues facing the City and/or community. Above all, strategic plans look over the horizon to determine those impending forces that must be addressed or planned for so they do not pose severe threats to the City's integrity, health, or quality of life. 'Major Challenge Areas' are the most significant problems and/or issues the community faces and must address. Some challenges are internal – detailing issues that will affect the effectiveness, efficiency, productivity, or service quality. Others are external – impacting desired community outcomes that represent the quality of life and long-term community prosperity.

CITY OF MOSCOW, IDAHO

MANAGEMENT'S DISCUSSION AND ANALYSIS

Once identified and listed comprehensively, these issues are then vetted and prioritized by the City Council to determine Major Challenge Areas, also known as MCAs. This prioritization process is undertaken every few years to provide an opportunity for new Council members to weigh in, identify new issues, prioritize them appropriately, and ensure agreement on the prioritization of focus for resources and staff time.

In January of 2021, staff provided an update to the Strategic Plan noting the many successes realized since 2015 and outline two new issues for Council's consideration in the prioritization process. Several minor changes were made in the adoption of Major Challenge Areas (MCA) in 2021, with MCAs prioritized as follows:



Significant progress has been made in achieving success to alleviate issues the City has faced as major challenge areas. Specifically, the recent completion of the construction of a new Police Services Facility as a result of a citizen-approved bond election in 2019 and regular budgeting and replacement of fire engines. The City's commitment to moving forward strategically, intentionally, and mindfully is steadfast and is proving to be a hallmark for the City's success.

The Strategic Plan has also paved the way for a comprehensive Capital Improvement Plan. The Capital Improvement Program (CIP) is a statement of the City of Moscow's plan to address long-term capital asset maintenance and development necessary to support the continued and expanded delivery of public services to the community. The CIP incorporates planned capital investments in the City's water and wastewater utilities, transportation systems, parks and recreation facilities, and general government facilities. The continuous maintenance, repair, and reinvestment in these critical systems is essential to ensure that the City has the supporting infrastructure necessary to serve our current and future residents, businesses and institutions.

CITY OF MOSCOW, IDAHO

MANAGEMENT'S DISCUSSION AND ANALYSIS

This program strategically focuses on projects for a five-year period and is reviewed and updated annually. To be included in the CIP, a project should generally require a total expenditure of at least \$25,000, have a functional life of over five years and/or extend the functional life or capacity of an existing capital asset. By providing a planned schedule, cost estimates, and location of public sector improvements, the CIP provides elected officials and the community with valuable information concerning proposed public facilities and their associated costs.

- The City of Moscow promotes and implements sustainable practices across all departments. The City's interoffice recycling program has been revamped to streamline recycling practices across all City facilities. Other standardized practices include sustainable purchasing, reuse, and waste reduction strategies. With the combined success of the EcoDriver and fleet replacement programs, emissions and fuel consumption continue to decline. The City has set goals for Green House Gas emission reductions with biennial inventory updates. A number of budgeted projects have reduced carbon emissions, made City operations more efficient, while saving the City money in power costs.
- The Finance Department earned the prestigious Government Finance Officers Association (GFOA) Award for the City's Annual Comprehensive Financial Report for the eighteenth consecutive year.
- The Moscow Volunteer Fire Department and Ambulance Company (MVFD) has been serving the Moscow community for more than 129 years. This organization operates with mostly volunteers who number approximately 105 firefighters and emergency medical personnel and 7 career staff. During FY2021, the volunteers of the MVFD responded to approximately 2,822 calls, averaging approximately 235 calls for service each month. The volunteers logged more than 10,000 hours of training to prepare themselves to serve and maintain the level of professionalism the citizens of Moscow have come to expect. In addition to the excellent emergency medical response provided by the volunteers, the MVFD has maintained a Class 3 ISO rating (2013 Insurance Services Office audit). This rating results in significant fire insurance savings to both residential and commercial property owners within Moscow, and is similar to the ISO ratings of much larger fire departments/communities such as the City of Boise and the City of Coeur d'Alene.
- The City continues to be an effective regional partner in the areas of water research and conservation, actively supporting the work of the Palouse Basin Aquifer Committee (PBAC), and promoting customer conservation efforts and exploring alternative water resources, including surface water detention and expansion of treated effluent reuse infrastructure. Annually, approximately 80 million gallons of treated wastewater effluent from the City of Moscow Water Reclamation and Reuse Facility is land-applied for irrigation on the University of Idaho campus. The City supported PBAC's research and operations in the amount of \$47,000 in FY2021.
- Sanitation collection rates were not increased for FY2021. Sanitation tipping (weight) related fees at the Solid Waste Processing Facility were contractually obligated to be adjusted annually, based on fluctuation to the *Consumer Price Index*. Solid Waste Disposal Contracts between the City of Moscow and Latah County, the cities of Bovill, Deary, Genesee, Juliaetta, Kendrick, Potlatch, and Troy were renegotiated and amended to reflect the findings of the FY2016 Rate Study update requiring tipping fee increases at the Solid Waste Processing Facility of 4.4% each year from FY2017 through FY2020 and 2% each year beginning in FY2021 through FY2023.

CITY OF MOSCOW, IDAHO

MANAGEMENT'S DISCUSSION AND ANALYSIS

- City Ordinance No. 2004-30 states that it is the policy of the City to support public art through the dedication of 1% of the total cost of public capital improvement projects to facilitate the installation of art in public places in order to beautify public areas, enhance the quality of life for Moscow citizens, attract tourism, and provide incentives to businesses to locate within the City. The ending balance at the close of FY2021 was \$95,805.
- Four pickleball courts were installed at Ghormley Park. Pickleball has become very popular with our community, the region and nationally.
- The new play structure at the Hamilton-Lowe Aquatic Center to replace the old play structure was purchased and installed prior to the 2022 pool season.
- Rotary Club of Moscow celebrated 100 years by installing a flag, flag pole, and planter bed at Jim Lyle Rotary Park.
- New park signs were installed at Triangle and Almon Asbury Lieouallen Parks.
- A drinking fountain with a dog fountain and bottle filler was installed at Berman Creekside Park.
- A workshop and volunteer project was conducted at Harvest Park that included the planting of 43 edible trees and shrubs.
- The Moscow Tree Commission developed and recommended a Moscow Heritage Tree Program that was approved by the Moscow City Council.
- The City of Moscow was awarded the Legacy of Leaves Award from the Idaho Nursery & Landscape Associates for the best Arbor Day celebration in the State of Idaho in 2021.

Report Layout: The City's Annual Comprehensive Financial Report (ACFR) consists of four sections: (1) the introduction section; (2) financial section; (3) statistical section; and (4) the compliance reporting section. Taken together, they provide an overview of the City. The components of the report include the following:

Management's Discussion and Analysis: This section of the report provides financial highlights, overview, and economic factors affecting the City. It is intended to serve as an introduction to the City's basic financial statements.

Basic Financial Statements: The City's basic financial statements comprise three components: (1) government-wide financial statements; (2) fund financial statements; and (3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

1. Government-Wide Financial Statements:

The government-wide financial statements focus on an entity-wide presentation using the accrual basis of accounting and are designed to provide readers with a broad overview of the City's finances in a manner similar to a private-sector business.

CITY OF MOSCOW, IDAHO

MANAGEMENT'S DISCUSSION AND ANALYSIS

The statement of net position presents information on all of the City's assets and liabilities, with the difference between the two reported as net position. The difference is further separated into amounts restricted for specific purposes and unrestricted amounts. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating. The statement of net position focuses on resources available for future operations. In simple terms, this statement presents a snapshot view of the assets the City owns, the liabilities it owes and the net difference. The focus of the statement of net position (the "unrestricted net position") is designed to be similar to a bottom line or "net worth" for the City and its governmental and business-type activities. The statement of activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement of net position for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave). This statement of net position summarizes and simplifies the user's analysis to determine the extent to which programs are self-supporting and/or subsidized by general revenues. The statement of activities focuses on both the gross and net cost of various activities, which are provided by the government's property tax and other revenues. This is intended to summarize and simplify the user's analysis of the cost of various governmental services and/or subsidy to various business-type activities and/or component units.

The governmental activities reflect the City's basic services, including general government, public safety, transportation, recreation and culture, and interest on long-term debt. A further explanation of these categories will assist the reader's understanding of the statements. General government consists of the following departments: legislative, executive, administration, finance, legal, human resources, general buildings and grounds, community development, non-departmental expenses, fleet, and information systems. Public Safety consists of the following departments: police, emergency communication, parking enforcement services, code enforcement, fire, and public health. Transportation consists of the following services: street repair and maintenance, street sweeping, streetlights, Intermodal Transit Center management, and coordination of resources with state and county highway projects. Recreation and Culture consists of the following departments: parks administration, maintenance and operation of City parks, recreation programs, Hamilton-Lowe Aquatics Center, Hamilton Indoor Recreation Center (HIRC), Eggan Youth Center, Moscow School District Community Playfield fund (MSDCP), 1912 Center, Arts, and Community Events. Finally, the interest on long-term debt consists of the 2019 general obligation bond interest payments for the construction of a new police facility. Property and roadway taxes, State revenue sharing, franchise fees, and user fees finance the majority of these aforementioned services.

The business-type activities reflect the following private sector type operations of water, sewer, and solid waste management utility services (which the financial statements list as "sanitation"), where the fee for service typically covers all costs associated with the operation, including depreciation and net investment in capital assets. These services are classified as Enterprise Funds.

The statements present an aggregate view of the City's finances. Government-wide statements contain useful long-term information as well as information for the just completed fiscal year. To assess the overall financial condition of the City, additional non-financial factors, such as changes in the condition of the City buildings, facilities, and equipment should also be considered.

2. Fund Financial Statements:

A fund is a fiscal and accounting entity that is used to provide control over resources that have been segregated for specific activities or objectives. Funds allow the City to track sources of funding and spending for specific programs and to demonstrate compliance with various regulatory requirements.

The City of Moscow maintains eighteen individual funds in six separate categories. The categories and their funds include:

- **The General Fund** is the City's chief operating fund, and accounts for all financial resources except those required to be accounted for in another fund.
- **Special Revenue** funds include the Street fund, Recreation and Culture Fund, Moscow School District Community Playfield fund (MSDCP), 1912 Center fund, and Transit Center fund. Special revenue funds are used to account for the proceeds of specific revenue sources that are assigned for specific purposes.
- **Enterprise** funds include the water, sewer, and sanitation funds. Enterprise funds account for activity for which a fee is charged to external users for goods and/or services.
- **Debt service** funds include the bond and interest, local improvement district, and guaranty funds. Debt service funds are used to set aside resources to meet current and future debt service requirements on general long-term debt.
- **Capital projects** funds include capital projects, LID Construction, and Hamilton funds. Capital projects funds are used to account for major capital acquisitions and construction separately from ongoing operating activities.
- **Internal service** funds include the information systems and fleet management funds. Internal service funds are used to account for centralized services and then allocate the cost of those services within the government.

Fund financial statements generally report operations in more detail than the government-wide statements. These statements focus on its most significant or "major" funds and not on the City as a whole. Governmental fund statements follow the more traditional presentation of financial statements. The City's major governmental funds are each presented in their own column. Budgetary comparison statements are presented for the funds. Traditional users of governmental financial statements will find the fund financial statements presentation more familiar. The focus is now on major funds, rather than fund types. Major funds are defined in the following manner:

- The City's main operating fund, the general fund, is always considered a major fund; and
- Each of the City's enterprise funds; and
- Any fund whose assets, liabilities, revenues or expenses are at least:
 - A. 10% of the total for all governmental OR enterprise funds; AND
 - B. 5% of the total for all governmental AND enterprise funds COMBINED.
- City management may designate any fund as a major fund believed to be important to the users of the City's financial statements.

2. Fund Financial Statements (Continued):

- City management has determined the following funds are major funds:
 - A. The governmental funds: included are the general fund, street fund, recreation and culture fund, capital projects fund, and the Hamilton fund.
 - B. The enterprise funds: included are the water fund, sewer fund, and sanitation fund.

Governmental Funds. Unlike the government-wide financial statements, governmental fund financial statements focus on near-term outflows of available resources, as well as balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's current financing requirements. In particular, unrestricted fund balance may serve as a useful measure of a government's net resources available to be spent at the end of the fiscal year. These funds are reported on the "modified accrual" basis of accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the City's general government operations and the basic services it provides.

Proprietary Funds. The City maintains two different types of proprietary funds: enterprise funds and internal service funds. Enterprise funds, (as previously noted) are used to report the functions presented as business-type activities in the government-wide financial statements. The City's enterprise funds are the water, sewer, and sanitation funds. Internal service funds keep, accumulate, and allocate costs integrally among the City's various functions. Internal service funds include the fleet management fund, which accounts for fleet activities, and the information system fund, which accounts for network and communication activities. Because services provided by these internal service funds predominantly benefit governmental rather than business-type functions, they have been included within the governmental activities section in the government-wide statements.

3. Notes to the Financial Statements:

The notes to the financial statements provide additional disclosures required by governmental accounting standards and provide information to assist the reader in understanding the City's financial condition.

4. Additional Supplementary Information:

The basic financial statements are followed by a section of supplementary information that further explains and supports the information in the financial statements. The supplementary information includes a budgetary comparison schedule reconciling the statutory operating activities for budgetary purposes to the generally accepted principles operating activities and fund balances, as presented in the governmental fund financial statements.

5. Statistical Information:

Following the supplementary information is the statistical section of the Annual Comprehensive Financial Report (ACFR). The statistical section consists of historical data and non-financial data useful in establishing trends and should be used in conjunction with the financial information in establishing a full representation of the overall financial health of the City.

6. Compliance Reporting:

This section contains compliance reporting on internal controls and Federal awards. Compliance reporting on Federal awards is a federal requirement when expending monies in excess of \$750,000 from Federal awards.

Accounting System and Budgetary Control

In developing and evaluating the City's accounting system, consideration is given to the adequacy of internal accounting controls. Internal control is a process utilized by the City Council, Administration, and staff, which is designed to provide reasonable assurance, not absolute assurance, regarding the achievements of objectives in the following categories: (1) the effectiveness and efficiency of operations; (2) reliability of financial reporting; and (3) compliance with applicable laws and regulations. The concept of reasonable assurance recognizes that: (1) the cost of control should not exceed the benefit likely to be derived; and (2) the evaluation of costs and benefits requires estimates and judgments by management.

The financial statements meet requirements as set forth by the Governmental Accounting Standards Board (GASB). Generally accepted accounting principles promulgated by GASB, as appropriate for cities, have been followed in handling financial transactions and in preparation of reports.

Activities of the general fund, special revenue funds, debt service fund, and capital projects fund are included in the City's annual budget. Budgetary control is maintained by the issuance of monthly financial statements, which reflect current and year-to-date expenses in comparison to budgeted amounts. Anticipated expenses are reviewed to determine that sufficient funds are available prior to commitment. As demonstrated by the statements and schedules included in the financial section of this report, the City continues to meet its responsibility for sound financial management.

Capital Assets. General capital assets include land, improvements to land, buildings, vehicles, machinery and equipment, infrastructure, and all other tangible assets that are used in operations and that have initial useful lives in excess of three years and which exceed the City's capitalization threshold of \$5,000. These capital assets provide services to the City's residents; consequently, these assets are not available for future spending. The largest portion of the City's net position (56.2%) reflects the net investment in capital assets which totaled \$83,611,964 in FY2021. The City must elect to either a) depreciate these assets over their estimated useful life; or b) develop a system of asset management designed to maintain the service delivery potential to near perpetuity. The City has elected to depreciate its assets. Accumulated depreciation was recorded for the first time in 2003 based on the date of acquisition and the life span of the asset.

CITY OF MOSCOW, IDAHO

MANAGEMENT'S DISCUSSION AND ANALYSIS

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net position may serve as a useful indicator of a city's financial position. In the case of the City of Moscow, assets exceeded liabilities by \$148,848,581 in FY2021.

City of Moscow Statement of Net Position (in Thousands)

	Governmental Activities		Business-Type Activities		Total Primary Government	
	2021	2020	2021	2020	2021	2020
Current and other assets	\$ 33,086	\$ 32,198	\$ 44,525	\$ 40,847	\$ 77,611	\$ 73,045
Capital assets (net of accumulated depreciation)	57,865	48,884	44,359	40,237	102,224	89,121
Total assets	<u>\$ 90,951</u>	<u>\$ 81,082</u>	<u>\$ 88,884</u>	<u>\$ 81,084</u>	<u>\$ 179,835</u>	<u>\$ 162,166</u>
Defined Benefit Pension	\$ 2,533	\$ 1,396	\$ 562	\$ 307	\$ 3,095	\$ 1,703
Total deferred outflows	<u>\$ 2,533</u>	<u>\$ 1,396</u>	<u>\$ 562</u>	<u>\$ 307</u>	<u>\$ 3,095</u>	<u>\$ 1,703</u>
Long-term debt	\$ 8,128	\$ 14,287	\$ 9,568	\$ 9,743	\$ 17,696	\$ 24,030
Other liabilities	5,336	2,757	3,793	2,598	9,129	5,355
Total liabilities	<u>\$ 13,464</u>	<u>\$ 17,044</u>	<u>\$ 13,361</u>	<u>\$ 12,341</u>	<u>\$ 26,825</u>	<u>\$ 29,385</u>
Defined benefit pension	\$ 6,005	\$ 286	\$ 1,251	\$ 42	\$ 7,256	\$ 328
Total deferred inflows	<u>\$ 6,005</u>	<u>\$ 286</u>	<u>\$ 1,251</u>	<u>\$ 42</u>	<u>\$ 7,256</u>	<u>\$ 328</u>
Net investment in						
Capital assets	\$ 49,574	\$ 39,815	\$ 34,038	\$ 30,917	\$ 83,612	\$ 70,732
Restricted	2,855	3,010	28,754	27,985	31,609	30,995
Unrestricted	<u>21,587</u>	<u>22,323</u>	<u>12,043</u>	<u>10,106</u>	<u>33,630</u>	<u>32,429</u>
Total Net Position	<u>\$ 74,016</u>	<u>\$ 65,148</u>	<u>\$ 74,835</u>	<u>\$ 69,008</u>	<u>\$ 148,851</u>	<u>\$ 134,156</u>

Statement of net position - as of the end of FY2021 the City's government-wide net position increased by \$14,692,498 (11.0%) to \$148,848,581. The increase identified in the business-type activities restricted net position is due to the accumulation of funds for future capital outlay. The City's business-type activities restricted fund balance of \$28,754,412 consists of \$27,638,174 for water, sewer, and sanitation capital projects and \$1,116,238 for debt service. The City's governmental activities restricted fund balance of \$2,854,415 consists of \$420,171 for debt service, \$335,787 for highway user tax purposes, and \$2,098,457 for parks and recreation as directed by Bobby Hamilton's bequest to the City in FY2000.

CITY OF MOSCOW, IDAHO

MANAGEMENT'S DISCUSSION AND ANALYSIS

**City of Moscow
Changes In Net Position (in Thousands)**

	Governmental Activities		Business-type Activities		Total Primary Government	
	2021	2020	2021	2020	2021	2020
Program Revenue:						
Charges for services	\$ 6,315	\$ 5,932	\$ 21,342	\$ 20,481	\$ 27,657	\$ 26,413
Operating grants and contributions	2,440	1,265			2,440	1,265
Capital grants and contributions	2,694	949	1,460	860	4,154	1,809
General Revenue:						
Property taxes	7,437	7,259			7,437	7,259
Sales taxes	2,573	771			2,573	771
Franchise taxes	1,307	1,267			1,307	1,267
Road and bridge taxes	855	822			855	822
Alcoholic beverage taxes	660	608			660	608
State revenue sharing	0	1,181			0	1,181
Gain/loss on sale of capital assets	42	(38)			42	(38)
Investment earnings	31	558	96	836	127	1,394
Total revenues	<u>24,354</u>	<u>20,574</u>	<u>22,898</u>	<u>22,177</u>	<u>47,252</u>	<u>42,751</u>
Expenses:						
General government	6,653	7,293			6,653	7,293
Public Safety	6,915	7,691			6,915	7,691
Highways and Streets	3,216	5,567			3,216	5,567
Recreation and Culture	3,318	3,285			3,318	3,285
Interest on long term debt	227	318			227	318
Water – distribution			3,144	3,353	3,144	3,353
Sewer – collection						
And treatment			4,381	4,664	4,381	4,664
Sanitation			4,705	4,615	4,705	4,615
Total expenses	<u>20,329</u>	<u>24,154</u>	<u>12,230</u>	<u>12,632</u>	<u>32,559</u>	<u>36,786</u>
Transfers in (out)	<u>4,842</u>	<u>4,739</u>	<u>(4,842)</u>	<u>(4,739)</u>	<u>0</u>	<u>0</u>
Changes in net position	8,867	1,159	5,826	4,806	14,693	5,965
Net position - beginning	65,148	63,989	69,008	64,202	134,156	128,191
Net position - ending	<u>\$ 74,015</u>	<u>\$ 65,148</u>	<u>\$ 74,834</u>	<u>\$ 69,008</u>	<u>\$ 148,849</u>	<u>\$ 134,156</u>

Changes in net position - The table above shows that the changes in net position for FY2021 governmental activities increased the City's net position by \$8,866,689 (13.6%), and business-type activities increased net position by \$5,825,809 (8.4%). The City had total expenses of \$32,558,771 and total revenues of \$47,251,269, contributing to a total net position increase of \$14,692,498 (11.0%).

CITY OF MOSCOW, IDAHO

MANAGEMENT'S DISCUSSION AND ANALYSIS

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

As of the end of FY2021, the City's governmental funds reported a combined ending fund balance of \$18,240,623, a decrease of \$4,221,355 (-18.7%) when compared to the ending fund balance of \$22,461,978 for FY2020. The decrease is mainly due to increased capital spending related to the construction of the new police facility.

The unassigned fund balance for the general fund is \$1,672,396 or 9.1% of the general fund balance. The \$1,672,396 is mostly comprised of outstanding receivables, which are collected within 60 days. The remaining unassigned fund balance within the governmental funds is available for spending at the government's discretion in accord with adopted budgets. The remaining fund balances are either assigned a specific purpose or project or otherwise committed.

General Fund. The general fund is the maintenance and operation fund for the City. At the end of FY2021, the general fund balance was \$7,240,843, a \$1,376,978 (23.4%) increase from the ending balance of \$5,863,865 for FY2020. This fluctuation in balance is attributed to capital transfers to the fleet and capital projects funds for future capital outlay.

Street Fund. The street fund is responsible for the construction and maintenance of public streets and traffic services within the City. The ending fund balance for FY2021 was \$2,131,883, an increase of \$661,410 (44.9%) from the prior year's fund balance of \$1,470,473.

Recreation and Culture Fund. The recreation and culture fund accounts for the costs of maintaining and improving parks facilities, culture and recreational programs, and community center operations in the City. At the end of FY2021, the recreation and culture fund balance was \$1,048,105, a \$60,259 (6.1%) increase from the ending balance of \$987,846 for FY2020. Fund balance policy requires a working capital balance of \$750,653 leaving a fund balance of \$297,452. This is made up of \$95,805 of restricted fund balance and \$201,647 of assigned fund balance.

Capital Projects Fund. The capital projects fund accounts for money set aside by the City Council for identified and unidentified future projects. Additionally, this fund is used to accumulate grant match funds and capital grant monies for anticipated future projects. The accumulation of monies for street projects include: Mountain View, 6th Street Bridge, A Street, Lilly Street, 3rd Street, Almon Street and Asbury Street. The accumulation for parks and recreation projects include: land and park developments, playground equipment, building improvements, parkland dedication, and Itani Park Pathway. General government projects that were designed, constructed, or completed during the year include street improvements, sidewalk improvements, park pathways, and the new police facility. The fund balance decreased in FY2021 by \$6,205,587 (55.8%) to \$4,901,068 due mainly to an increase in capital spending related to the new police facility.

Hamilton Fund. The Hamilton fund accounts for money bequeathed to the City by the Last Will and Testament of Mr. Bobby C. Hamilton. Mr. Hamilton's will stipulates the money be designated "for the benefit of the Parks and Recreation Department to be used as much as possible for the benefit of young children." At the end of FY2021, the ending fund balance in the fund was \$2,098,457. This represents a decrease of \$217,792 (9.4%) from FY2020 due to the net difference between interest earnings and the transfers to the parks and recreation department for funding operation of the Hamilton Indoor Recreation Center (HIRC).

CITY OF MOSCOW, IDAHO

MANAGEMENT'S DISCUSSION AND ANALYSIS

Enterprise Funds. The City's proprietary funds consist of water, sewer, and sanitation.

The Water Fund. The water fund is responsible for the operation and maintenance of four tank reservoirs, six active wells, and the distribution systems for potable water. The City's reservoirs include two elevated tanks with capacities of 285,000 gallons and 450,000 gallons of water. However, the smaller reservoir is off-line and unlikely to return to service. The capacity of the two ground tank reservoirs is 2,000,000 gallons each. The wells are numbered, and wells #2 and #3 are supplied by the Wanapum Aquifer, while wells #6, #8, #9 and #10 access the deeper Grande Ronde Aquifer. Well #10 is now the largest producer at 3,200 gallons per minute. The consumption fees for commercial accounts are flat, while residential consumption fees are reflective of a tiered rate structure encouraging conservation. Construction of the second phase of the booster upgrades is set for FY2022-2023. The Comprehensive Water System Plan was adopted in January 2012 and the Water Rate Study approved in November 2013. Ending fund balance for FY2021 decreased by \$1,599,500 (40%) to \$2,393,715 due to an increase in the major capital projects and a 5.0% overall water rate increase to support the water fund's capital improvement plan.

The Sewer Fund. The sewer fund accounts for the operation and maintenance of the Water Reclamation and Reuse Facility and the Water Reclamation conveyance system. The Water Reclamation and Reuse Facility treats on average 650 million gallons annually. The Water Reclamation conveyance system consists of 87 miles of sewer pipe and 4 lift stations pumping a combined average daily total of 300,000 gallons. Rates are comprised of two elements: a base fee and a consumption (volume) fee. Consumption fees are only assessed to commercial accounts and vary according to account classification due to contaminate loading at the Water Reclamation and Reuse Facility. The Comprehensive Sewer System Plan was adopted in October 2011 and the Sewer Rate Study approved in May 2020. Ending fund balance for FY2021 increased by \$1,491,630 (8.6%) to \$18,691,512.

The Sanitation Fund. The Sanitation fund accounts for all transactions related to the collection of garbage or refuse, recycling, and hauling or transportation and disposal. The City contracts with Latah Sanitation, Inc. (LSI) for collection and delivery of solid waste to the Solid Waste Processing Facility. The City contracts with Waste Connections, Inc., for transportation and final disposal of municipal solid waste at Finley Buttes Landfill in Boardman, Oregon. The City contracts with LSI for disposal of non-municipal solid waste (NMSW) at the LSI Landfill located at the Solid Waste Processing Facility site. LSI acts as the City's agent for collection of fees at the Solid Waste Processing Facility and NMSW Landfill from self-haul and commercial customers. The City also owns Moscow Recycling Center and contracts with Moscow Recycling (a division of LSI) for operations of the recycling center. The Sanitation Strategic Plan was adopted in February of 2011. The first Comprehensive Sanitation Rate Study was adopted in November of 2013 and a Sanitation Rate Study update was completed in FY2016. Ending fund balance for FY2021 increased by \$559,706 (5.7%) to \$10,318,672.

CITY OF MOSCOW, IDAHO

MANAGEMENT'S DISCUSSION AND ANALYSIS

BUDGETARY HIGHLIGHTS

In the general fund, differences between the budget and actual figures included a \$2,506,186 (19.8%) net increase in total revenues and a \$1,086,605 (8.3%) decrease in total expenses. The significant highlights are summarized as follows:

- Revenues:
 - A \$1,986,622 positive variance in sales tax revenues,
 - A \$366,753 positive variance in licenses and permits,
 - A \$203,827 positive variance in intergovernmental revenues,
 - A \$233,365 negative variance in investment earnings.
- Expenses:
 - A \$683,138 positive variance for general government expenses,
 - A \$403,467 positive variance for public safety expenses.

Budget to actual revenues for the general fund reflect a mix of positive and negative variances in revenue. The remaining categories reflect minimal positive and negative variances.

Budget to actual expenses for the general fund reflect variances in general government and public safety expenses. The remaining categories reflect minimal positive and negative variances.

Additional information comparing the City's budgeted expenses to actual expenses can be found in the financial statements on pages 78-98 of this report.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets. The City's net investment in capital assets for its governmental and business-type activities as of September 30, 2021, amounts to \$102,223,204. This net investment in capital assets includes land, buildings, collection and distribution systems, improvements, equipment, roads, streets, and bridges. The total increase in the City's net investment in capital assets for FY2021 was 14.7% (an 18.3% increase for governmental activities and a 10.2% increase for business-type activities).

Major capital asset events during FY2021 included the following projects:

- City of Moscow Public Works Department:
 - Continued work on Sanitary Replacement on 7th – 6th Street (\$396,652)
 - Completion of work on Well #10 (\$2,074,371)
 - Continued work on Third Street Undergrounding (\$352,034)
 - Continued work on Third Street Safety Improvements (\$321,268)
 - Continued work on South Force Main (\$627,536)
- City of Moscow Parks Department continued the development of Moscow parks and playgrounds (\$423,904)
- Continued work on the new police facility (\$5,931,100)
- Remodel of Haddock Building (\$528,839)

CITY OF MOSCOW, IDAHO

MANAGEMENT'S DISCUSSION AND ANALYSIS

Net Investment in Capital Assets

	Governmental Activities	Business-Type Activities	Total
Beginning balance	\$ 88,479,456	\$ 83,115,971	\$ 171,595,427
Additions	11,582,182	5,899,409	17,481,591
Deletions	(334,343)	(405,933)	(740,276)
Depreciation	(41,862,736)	(44,250,802)	(86,113,538)
Total	<u>\$ 57,864,559</u>	<u>\$ 44,358,645</u>	<u>\$ 102,223,204</u>

Additional information on the City's capital assets can be found in Note 3 beginning on page 60 of this report.

Debt Outstanding, At Year-End

	Governmental Activities	Business-Type Activities	Total
General obligation bonds	\$ 7,050,000		\$ 7,050,000
Revenue bonds		\$ 3,920,000	3,920,000
Idaho DEQ Loan		4,127,576	4,127,576
Total	<u>\$ 7,050,000</u>	<u>\$ 8,047,576</u>	<u>\$ 15,097,576</u>

Debt Outstanding. At the end of FY2021, the City had total bonded debt outstanding of \$10,970,000: \$3,920,000 representing bonds secured solely by specified sewer revenue resources and \$7,050,000 of general obligation bonds for construction of a new police facility.

At the end of FY2021, the City had secured a bond for the improvements to the City's domestic water system in the amount of \$4,300,000, current borrowings against this bond are \$2,193,239.

General Obligation and Revenue Bonds

	Governmental Activities		Business-Type Activities		Total	
	2021	2020	2021	2020	2021	2020
General obligation bonds	\$7,050,000	\$ 7,785,000			\$ 7,050,000	\$ 7,785,000
Revenue bonds			\$ 3,920,000	\$ 4,900,000	3,920,000	4,900,000
Total	<u>\$7,050,000</u>	<u>\$ 7,785,000</u>	<u>\$ 3,920,000</u>	<u>\$ 4,900,000</u>	<u>\$ 10,970,000</u>	<u>\$ 12,685,000</u>

Additional information on the City's long-term debt can be found in Note 3D beginning on page 67 of this report.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, investors, and creditors with a general overview of the City's finances and to demonstrate the City's accountability. Any questions or requests for additional information should be directed to the City's Finance Director, Sarah L. Banks, at City Hall, 206 East Third Street, Moscow, Idaho, 83843, by phone at (208) 883-7016, or by email at sbanks@ci.moscow.id.us.



BASIC FINANCIAL STATEMENTS

CITY OF MOSCOW, IDAHO

STATEMENT OF NET POSITION
September 30, 2021

	Primary Government			Component
	Governmental Activities	Business-Type Activities	Total	Unit Urban Renewal Agency
ASSETS				
CURRENT ASSETS				
Cash	\$ 77,219	\$ 50,000	\$ 127,219	\$ 21,553
Investments	26,899,521	10,547,940	37,447,461	2,126,612
Receivables	1,542,557	2,050,144	3,592,701	666
Internal balances	(250,000)	250,000	0	
Loans receivable		2,193,239	2,193,239	
Inventory		508,204	508,204	
Prepaid and other assets				5,260
Land held for sale				353,870
Total current assets	28,269,297	15,599,527	43,868,824	2,507,961
NONCURRENT ASSETS				
Temporarily restricted cash and investments	3,830,913	28,925,317	32,756,230	
Net pension asset	985,368		985,368	
Capital assets:				
Land	9,373,336	1,675,539	11,048,875	679,420
Buildings	16,631,364	4,047,507	20,678,871	
Vehicles	7,204,748	181,175	7,385,923	
Improvements	43,101,567	645,362	43,746,929	
Machinery and equipment	7,780,369	16,168,858	23,949,227	
Infrastructure		63,115,600	63,115,600	
Construction in progress	12,244,693	2,775,405	15,020,098	
Information systems	3,391,218		3,391,218	
Accumulated depreciation	(41,862,735)	(44,250,802)	(86,113,537)	
Total noncurrent assets	62,680,841	73,283,961	135,964,802	679,420
Total assets	90,950,138	88,883,488	179,833,626	3,187,381
DEFERRED OUTFLOWS OF RESOURCES				
Defined benefit pension	2,532,769	562,213	3,094,982	

See accompanying notes

CITY OF MOSCOW, IDAHO

STATEMENT OF NET POSITION
September 30, 2021

	Primary Government			Component Unit
	Governmental Activities	Business-Type Activities	Total	Urban Renewal Agency
LIABILITIES				
CURRENT LIABILITIES				
Accounts payable and other current liabilities	\$ 2,678,298	\$ 1,163,209	\$ 3,841,507	\$ 439,511
Deposits payable	219,666	74,049	293,715	5,000
Accrued interest payable	34,467	84,020	118,487	
Unearned revenue	1,516,224	1,264,200	2,780,424	
Current portion of long-term liabilities	765,000	1,186,326	1,951,326	39,000
Current portion of compensated absences	122,062	21,363	143,425	
Total current liabilities	5,335,717	3,793,167	9,128,884	483,511
LONG-TERM OBLIGATIONS				
Compensated absences	854,436	149,542	1,003,978	
Landfill post closure care payable		247,023	247,023	
Net pension liability	(252,363)	36,879	(215,484)	
Long-term liabilities, net of current portion	7,525,843	9,134,071	16,659,914	277,537
Total long-term obligations	8,127,916	9,567,515	17,695,431	277,537
Total liabilities	13,463,633	13,360,682	26,824,315	761,048
DEFERRED INFLOWS OF RESOURCES				
Defined benefit pension	6,004,727	1,250,985	7,255,712	
NET POSITION				
Net investment in capital assets	49,573,717	34,038,247	83,611,964	452,420
Restricted for:				
Recreation and culture	2,098,457		2,098,457	
Debt service	420,171	1,116,238	1,536,409	44,312
Capital outlay		27,638,174	27,638,174	
Transportation	335,787		335,787	
Unrestricted	21,586,415	12,041,375	33,627,790	1,929,601
Total net position	\$ 74,014,547	\$ 74,834,034	\$ 148,848,581	\$ 2,426,333

See accompanying notes

CITY OF MOSCOW, IDAHO

STATEMENT OF ACTIVITIES
Year Ended September 30, 2021

FUNCTIONS/PROGRAMS	Program Revenues				Net (Expense) Revenue and Changes in Net Position			Component Unit Urban Renewal Agency
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government			
					Governmental Activities	Business-Type Activities	Total	
Primary Government:								
Governmental activities								
General government	\$ 6,653,388	\$ 3,604,013	\$ 6,065	\$ 350,000	\$ (2,693,310)		\$ (2,693,310)	
Public safety	6,914,806	1,790,901	842,228	143,234	(4,138,443)		(4,138,443)	
Highways and streets	3,215,785	345,572	1,552,584	734,043	(583,586)		(583,586)	
Recreation and culture	3,318,368	574,630	38,709	1,466,809	(1,238,220)		(1,238,220)	
Interest on long-term debt	227,044				(227,044)		(227,044)	
Total governmental activities	20,329,391	6,315,116	2,439,586	2,694,086	(8,880,603)	\$ 0	(8,880,603)	\$ 0
Business-type Activities								
Water	3,143,544	6,526,141		759,323		4,141,920	4,141,920	
Sewer	4,380,561	8,379,330		700,685		4,699,454	4,699,454	
Sanitation	4,705,275	6,436,307				1,731,032	1,731,032	
Total business-type activities	12,229,380	21,341,778	0	1,460,008	0	10,572,406	10,572,406	0
Total primary government	\$ 32,558,771	\$ 27,656,894	\$ 2,439,586	\$ 4,154,094	(8,880,603)	10,572,406	1,691,803	0
Component Units:								
Urban Renewal Agency	\$ 587,892						0	(587,892)
Total component units	\$ 587,892	\$ 0	\$ 0	\$ 0			0	(587,892)
General revenues:								
Property taxes					7,437,427		7,437,427	794,869
Sales taxes					2,573,291		2,573,291	
Franchise taxes					1,306,722		1,306,722	
Road and bridge taxes					854,704		854,704	
Alcoholic beverage taxes					659,823		659,823	
Unrestricted investment earnings (losses)					30,694	95,826	126,520	3,309
Gain on sale of capital assets					42,208		42,208	
Transfers					4,842,423	(4,842,423)	0	258,923
					17,747,292	(4,746,597)	13,000,695	1,057,101
Change in net position					8,866,689	5,825,809	14,692,498	469,209
Net position - beginning					65,147,858	69,008,225	134,156,083	1,957,124
Net position - ending					\$ 74,014,547	\$ 74,834,034	\$ 148,848,581	\$ 2,426,333

CITY OF MOSCOW, IDAHO

BALANCE SHEET - GOVERNMENTAL FUNDS
September 30, 2021

	General	Streets	Recreation and Culture	Capital Projects	Hamilton	Other Governmental Funds	Total Governmental Funds
ASSETS							
Cash	\$ 66,454		\$ 765				\$ 67,219
Investments	8,012,633	\$ 2,215,861	1,135,801	\$ 6,582,065	\$ 2,098,254	\$ 825,975	20,870,589
Receivables	1,094,917	399,181	1,099	29,060	203	12,479	1,536,939
Total assets	<u>\$ 9,174,004</u>	<u>\$ 2,615,042</u>	<u>\$ 1,137,665</u>	<u>\$ 6,611,125</u>	<u>\$ 2,098,457</u>	<u>\$ 838,454</u>	<u>\$ 22,474,747</u>
LIABILITIES							
Accounts payable	\$ 150,591	\$ 150,678	\$ 30,860	\$ 1,710,057		\$ 4,686	\$ 2,046,872
Accrued salaries and benefits	296,018	23,668	45,476			1,805	366,967
Deposits payable	5,260	308,813					314,073
Other accruals	672						672
Interfund payable	500,000						500,000
Unearned revenue - other	903,000		13,224			11,696	927,920
Total liabilities	<u>1,855,541</u>	<u>483,159</u>	<u>89,560</u>	<u>1,710,057</u>	<u>\$ 0</u>	<u>18,187</u>	<u>4,156,504</u>
DEFERRED INFLOWS OF RESOURCES							
Unavailable revenue - property taxes	77,620						77,620
Total deferred inflows of resources	<u>77,620</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>77,620</u>
FUND BALANCES							
Restricted for:							
Streets		335,787					335,787
Parks and recreation					2,098,457		2,098,457
Recreation and culture			95,805				95,805
Debt service						420,171	420,171
Committed for:							
Working capital	4,656,337	863,398	750,653			73,186	6,343,574
Drug enforcement	83,445						83,445
Assigned for:							
Compensated absences	773,165	54,322	75,482				902,969
VEBA proceeds	55,500	4,500					60,000
Special revenue fund operations		873,876	126,165			264,699	1,264,740
Capital projects				4,901,068		26,600	4,927,668
Debt service						35,611	35,611
Unassigned, reported in:							
General fund	1,672,396						1,672,396
Total fund balances	<u>7,240,843</u>	<u>2,131,883</u>	<u>1,048,105</u>	<u>4,901,068</u>	<u>2,098,457</u>	<u>820,267</u>	<u>18,240,623</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 9,174,004</u>	<u>\$ 2,615,042</u>	<u>\$ 1,137,665</u>	<u>\$ 6,611,125</u>	<u>\$ 2,098,457</u>	<u>\$ 838,454</u>	<u>\$ 22,474,747</u>

CITY OF MOSCOW, IDAHO

RECONCILIATION OF THE STATEMENT OF NET POSITION TO THE BALANCE SHEET - GOVERNMENTAL FUNDS September 30, 2021

Total fund balances - Governmental Funds \$ 18,240,623

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in governmental funds:

Cost of capital assets, excluding internal service funds	87,666,791
Accumulated depreciation, excluding internal service funds	(34,468,421)

Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds:

General government debt	(7,084,465)
Unamortized premiums on bonds	(1,240,845)
Compensated absences to employees	(902,969)

Deferred outflows and deferred inflows for pension liabilities are not due and payable in the current period and, therefore, are not reported in the funds:

Deferred outflows	2,363,702
Deferred inflows	(5,592,265)

Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds:

Net pension asset	985,368
Net pension liability	206,929

Property taxes receivable to be collected this year; but are not available soon enough to pay for the current period's expenditures and, therefore, are deferred in the funds.

89,316

Internal service funds are used by management to charge information systems services and fleet services to individual funds. The assets and liabilities of the internal service funds are included in governmental activities in the statement of net position.

13,750,783

Total net position - Governmental Activities

\$ 74,014,547

CITY OF MOSCOW, IDAHO

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES -
GOVERNMENTAL FUNDS

Year Ended September 30, 2021

	General	Streets	Recreation and Culture	Capital Projects	Hamilton	Other Governmental Funds	Total Governmental Funds
REVENUES							
Taxes							
Property	\$ 6,372,493					\$ 1,062,032	\$ 7,434,525
Sales	2,573,291						2,573,291
Franchise	1,306,722						1,306,722
Alcoholic beverage	659,823						659,823
Road and bridge		\$ 854,704					854,704
Licenses and permits	915,197		\$ 500	\$ 8,016			923,713
Intergovernmental	1,295,944	1,533,672	10,840	283,888		64,209	3,188,553
Charges for services	1,635,014	291,924	497,085			38,783	2,462,806
Fines	175,352						175,352
Special assessments						5,964	5,964
Investment earnings (losses)	(33,365)	893	(6,803)	54,909	\$ 5,920	(1,046)	20,508
Contributions and donations	6,065		27,869	469,067			503,001
Refunds and reimbursements	149,834	5,228	1,929	26,009	3,988		186,988
Other	99,176		11,407			8	110,591
Total revenues	<u>15,155,546</u>	<u>2,686,421</u>	<u>542,827</u>	<u>841,889</u>	<u>9,908</u>	<u>1,169,950</u>	<u>20,406,541</u>
EXPENDITURES							
Current							
General government	3,174,039					450	3,174,489
Public safety	6,778,980						6,778,980
Recreation and culture			2,614,925	1,400		202,124	2,818,449
Transportation		1,800,739				21,836	1,822,575
Debt service							
Principal retirement						735,000	735,000
Interest						273,340	273,340
Capital outlay	2,016,925			9,019,216			11,036,141
Total expenditures	<u>11,969,944</u>	<u>1,800,739</u>	<u>2,614,925</u>	<u>9,020,615</u>	<u>0</u>	<u>1,232,750</u>	<u>26,638,974</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>3,185,602</u>	<u>885,682</u>	<u>(2,072,098)</u>	<u>(8,178,727)</u>	<u>9,908</u>	<u>(62,800)</u>	<u>(6,232,433)</u>
OTHER FINANCING SOURCES (USES)							
Transfers in	4,064,370	875,370	2,656,157	1,986,005		170,188	9,752,090
Transfers out	(5,872,994)	(1,099,642)	(523,800)	(12,865)	(227,700)	(4,011)	(7,741,012)
Total other financing sources (uses)	<u>(1,808,624)</u>	<u>(224,272)</u>	<u>2,132,357</u>	<u>1,973,140</u>	<u>(227,700)</u>	<u>166,177</u>	<u>2,011,078</u>
NET CHANGE IN FUND BALANCES	1,376,978	661,410	60,259	(6,205,587)	(217,792)	103,377	(4,221,355)
FUND BALANCES AT BEGINNING OF YEAR	<u>5,863,865</u>	<u>1,470,473</u>	<u>987,846</u>	<u>11,106,655</u>	<u>2,316,249</u>	<u>716,890</u>	<u>22,461,978</u>
FUND BALANCES AT END OF YEAR	<u>\$ 7,240,843</u>	<u>\$ 2,131,883</u>	<u>\$ 1,048,105</u>	<u>\$ 4,901,068</u>	<u>\$ 2,098,457</u>	<u>\$ 820,267</u>	<u>\$ 18,240,623</u>

See accompanying notes
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CITY OF MOSCOW, IDAHO

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS TO
THE STATEMENT OF ACTIVITIES
Year Ended September 30, 2021

Net change in fund balances - Total Governmental Funds \$ (4,221,355)

Amounts reported for governmental activities in the statement of activities are different because:

Capital outlays to purchase or build capital assets are reported in governmental funds as expenditures. However, for governmental activities, those costs are shown in the statement of net position and allocated over their estimated useful lives as annual depreciation:

Current year capital outlay	11,036,141
Current year depreciation	(1,852,557)

Amounts borrowed on long-term debt are reported in the governmental funds as other financing sources. Amounts repaid on long-term debt are reported in the governmental funds as expenditures. However, for governmental activities, the borrowing and repayment of funds is reflected as outstanding long-term debt:

Current year repayment of long-term debt	735,000
Change in interest payable	3,593
Change in compensated absences	(128,801)

Net pension liability and the related deferred outflows and deferred inflows are not considered available for the governmental funds in the current year:

Current year net pension liability, deferred outflows, and deferred inflows	1,248,076
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Some amounts receivable will not be collected for several months after the fiscal year-ends, and they are not considered available revenues in the governmental funds. Instead, they are counted as deferred tax revenues.

They are, however, recorded as revenues in the statement of activities:

Current year taxes receivable	89,316
Prior year taxes receivable	(86,930)

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. They are, however, recorded as expenditures in the statement of activities:

Amortization of bond premiums	42,704
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Internal service funds are used by management to charge service center equipment to individual funds. The net revenue of the internal service funds is reported with governmental activities.

	2,001,502
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Change in net position - Governmental Activities

	\$ 8,866,689
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CITY OF MOSCOW, IDAHO

STATEMENT OF NET POSITION - PROPRIETARY FUNDS
September 30, 2021

	Business-Type Activities - Enterprise Funds					Governmental Activities Internal Service Funds
	Water	Sewer	Sanitation	Stormwater	Total	
ASSETS						
CURRENT ASSETS						
Cash	\$ 20,000	\$ 20,000	\$ 10,000		\$ 50,000	\$ 10,000
Investments	3,882,177	2,999,026	3,266,737	\$ 400,000	10,547,940	9,855,926
Receivables	748,394	710,762	590,988		2,050,144	5,618
Internal balances		250,000			250,000	250,000
Loans receivable	2,193,239				2,193,239	
Inventory	300,582	207,622			508,204	
Total current assets	7,144,392	4,187,410	3,867,725	400,000	15,599,527	10,121,544
NONCURRENT ASSETS						
Cash and investments - restricted	5,903,123	16,240,672	6,781,522		28,925,317	
Capital assets, net	21,585,872	21,930,103	842,669		44,358,644	4,666,190
Total noncurrent assets	27,488,995	38,170,775	7,624,191	0	73,283,961	4,666,190
Total assets	34,633,387	42,358,185	11,491,916	400,000	88,883,488	14,787,734
DEFERRED OUTFLOWS OF RESOURCES						
Defined benefit pension	265,276	266,264	30,673		562,213	169,067
LIABILITIES						
CURRENT LIABILITIES						
Accounts payable and other current liabilities	442,927	403,820	316,462		1,163,209	169,380
Deposits payable	74,049				74,049	
Accrued interest payable	36,673	47,347			84,020	
Revenue bonds - current	176,326	1,010,000			1,186,326	
Current portion of compensated absences	13,210	6,390	1,763		21,363	8,701
Unearned Revenue	864,200			400,000	1,264,200	600,000
Total current liabilities	1,607,385	1,467,557	318,225	400,000	3,793,167	778,081
LONG-TERM OBLIGATIONS						
Compensated absences	92,469	44,729	12,344		149,542	60,909
Post closure care payable			247,023		247,023	
Net pension liability	(2,324)	47,761	(8,558)		36,879	(45,434)
Revenue bonds payable	6,144,489	2,989,582			9,134,071	
Total long-term obligations	6,234,634	3,082,072	250,809	0	9,567,515	15,475
Total liabilities	7,842,019	4,549,629	569,034	400,000	13,360,682	793,556
DEFERRED INFLOWS OF RESOURCES						
Defined benefit pension	591,949	589,333	69,703		1,250,985	412,462
NET POSITION						
Net investment in capital assets	15,265,057	17,930,521	842,669		34,038,247	4,666,190
Restricted for:						
Debt service		1,116,238			1,116,238	
Future capital outlay	5,797,444	15,073,315	6,767,415		27,638,174	9,084,593
Unrestricted	5,402,194	3,365,413	3,273,768	0	12,041,375	
Total net position	\$ 26,464,695	\$ 37,485,487	\$ 10,883,852	\$ 0	\$ 74,834,034	\$ 13,750,783

CITY OF MOSCOW, IDAHO

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION -
PROPRIETARY FUNDS
Year Ended September 30, 2021

	Business-Type Activities - Enterprise Funds					Governmental Activities Internal Service Funds
	Water	Sewer	Sanitation	Stormwater	Total	
OPERATING REVENUES						
Charges for services	\$ 6,515,602	\$ 8,322,862	\$ 6,412,557		\$ 21,251,021	\$ 2,281,615
Other services	10,539	16,677	23,750		50,966	
Operating grant						143,234
Total operating revenues	6,526,141	8,339,539	6,436,307	\$ 0	21,301,987	2,424,849
OPERATING EXPENSES						
Water - distribution	2,646,121				2,646,121	
Sewer - collection and treatment		3,147,101			3,147,101	
Sanitation			4,691,441		4,691,441	
Services provided						2,089,151
Depreciation	521,408	1,228,288	27,888		1,777,584	748,944
Total operating expenses	3,167,529	4,375,389	4,719,329	0	12,262,247	2,838,095
OPERATING INCOME (LOSS)	3,358,612	3,964,150	1,716,978	0	9,039,740	(413,246)
NONOPERATING REVENUES (EXPENSES)						
Investment earnings	17,497	40,546	37,783		95,826	10,348
Interest expense	(94,266)	(118,945)			(213,211)	
PERSI retirement actuarial charges	118,251	113,773	14,054		246,078	80,966
Gain (loss) on disposition of assets					0	42,208
Amortization of bond premium		39,791			39,791	
Total nonoperating revenues (expenses)	41,482	75,165	51,837	0	168,484	133,522
INCOME BEFORE CONTRIBUTIONS AND TRANSFERS	3,400,094	4,039,315	1,768,815	0	9,208,224	(279,724)
CONTRIBUTIONS AND TRANSFERS						
General facility charges	297,330	231,905			529,235	
Capital contributions	461,993	468,780			930,773	
Transfers in	3,600,238	1,042,948			4,643,186	2,283,489
Transfers out	(5,582,742)	(2,766,508)	(1,136,359)		(9,485,609)	(2,263)
Total contributions and transfers	(1,223,181)	(1,022,875)	(1,136,359)	0	(3,382,415)	2,281,226
CHANGE IN NET POSITION	2,176,913	3,016,440	632,456	0	5,825,809	2,001,502
NET POSITION AT BEGINNING OF YEAR	24,287,782	34,469,047	10,251,396	0	69,008,225	11,749,281
NET POSITION AT END OF YEAR	\$ 26,464,695	\$ 37,485,487	\$ 10,883,852	\$ 0	\$ 74,834,034	\$ 13,750,783

CITY OF MOSCOW, IDAHO

STATEMENT OF CASH FLOWS - PROPRIETARY FUNDS
Year Ended September 30, 2021

	Business-Type Activities - Enterprise Funds					Governmental Activities
	Water	Sewer	Sanitation	Stormwater	Total	Internal Service Funds
CASH FLOWS FROM OPERATING ACTIVITIES						
Receipts from customers and users	\$ 7,458,254	\$ 8,369,030	\$ 6,474,095		\$ 22,301,379	\$ 3,036,541
Payments from other funds			250,000		250,000	
Payments to suppliers	(1,554,948)	(1,838,930)	(4,510,049)		(7,903,927)	(1,273,471)
Payments to employees	(1,270,468)	(1,232,543)	(144,219)		(2,647,230)	(810,909)
Net cash provided by operating activities	4,632,838	5,297,557	2,069,827	\$ 0	12,000,222	952,161
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES						
Transfers from other funds	3,600,238	1,042,948			4,643,186	2,283,489
Transfers to other funds	(5,582,742)	(2,766,508)	(1,136,359)		(9,485,609)	(2,263)
Net cash provided (used) by noncapital financing activities	(1,982,504)	(1,723,560)	(1,136,359)	0	(4,842,423)	2,281,226
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES						
Acquisition and construction of capital assets	(3,717,577)	(1,150,754)	(100,309)		(4,968,640)	(723,327)
Sale of capital assets					0	219,488
General facility charges	297,330	231,905			529,235	
Proceeds from capital debt	(172,424)				(172,424)	
Principal paid on capital debt		(980,000)			(980,000)	
Interest paid on capital debt	(95,798)	(133,346)			(229,144)	
Net cash used by capital and related financing activities	(3,688,469)	(2,032,195)	(100,309)	0	(5,820,973)	(503,839)
CASH FLOWS FROM INVESTING ACTIVITIES						
Net investment activity in LGIP	1,017,844	(1,582,350)	(870,942)		(1,435,448)	(2,739,896)
Interest received	20,291	40,548	37,783		98,622	10,348
Net cash provided (used) by investing activities	1,038,135	(1,541,802)	(833,159)	0	(1,336,826)	(2,729,548)
Net change in cash	0	0	0	0	0	0
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	20,000	20,000	10,000	0	50,000	10,000
CASH AND CASH EQUIVALENTS AT END OF YEAR	\$ 20,000	\$ 20,000	\$ 10,000	\$ 0	\$ 50,000	\$ 10,000

CITY OF MOSCOW, IDAHO

STATEMENT OF CASH FLOWS - PROPRIETARY FUNDS
Year Ended September 30, 2021

	Business-Type Activities - Enterprise Funds					Governmental Activities
	Water	Sewer	Sanitation	Stormwater	Total	Internal Service Funds
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY OPERATING ACTIVITIES						
Operating income (loss)	\$ 3,358,612	\$ 3,964,150	\$ 1,716,978		\$ 9,039,740	\$ (413,246)
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:						
Depreciation	521,408	1,228,288	27,888		1,777,584	748,944
Post closure care expense			13,725		13,725	
Changes in:						
Accounts receivable	71,260	29,491	287,788		388,539	11,692
Inventory	(29,906)	(10,273)			(40,179)	
Accounts payable	(84,678)	71,279	16,752		3,353	1,595
Payroll payable	3,957	5,605	555		10,117	2,701
Deposits payable	(3,347)				(3,347)	
Contracts payable	(102,991)				(102,991)	
Unearned revenue	864,200				864,200	600,000
Other assets and liabilities	34,323	9,017	6,141		49,481	475
Net cash provided by operating activities	<u>\$ 4,632,838</u>	<u>\$ 5,297,557</u>	<u>\$ 2,069,827</u>	<u>\$ 0</u>	<u>\$ 12,000,222</u>	<u>\$ 952,161</u>
NONCASH INVESTING, CAPITAL, AND FINANCING ACTIVITIES						
Capital asset contributions received	<u>\$ 461,993</u>	<u>\$ 468,780</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 930,773</u>	<u>\$ 0</u>

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

The City of Moscow, Idaho, was incorporated on July 12, 1887. The City operates under a Mayor/Council form of government and provides the following services as authorized by its charter and by Title 50 of the *Idaho Code*: general government, public safety, highway and streets, culture and recreation, community development, water, sewer, and sanitation.

United States generally accepted accounting principles require the City of Moscow's financial statements to include component units. Component units are entities for which the City of Moscow is considered to be financially accountable. The City has one discretely presented component unit that is reported in a separate column in the government-wide financial statement to emphasize that it is legally separate from the government.

Discretely Presented Component Unit. The Moscow Urban Renewal Agency (the Agency), is empowered to engage in the general economic revitalization and redevelopment of the City through acquisition and development of property, public improvements, and revitalization activities in those areas of the City determined to be in a declining condition. The Agency's governing board is made up of seven commissioners appointed by the Mayor of the City of Moscow. The City's management also provides the Agency with management and oversight through a service contract with an annual obligation of \$49,173. Complete financial statements of the Agency may be obtained at the City of Moscow's administrative offices.

B. Measurement Focus Basis of Accounting and Basis of Presentation

The financial statements of the City are prepared in accordance with United States generally accepted accounting principles (GAAP). The City uses the following two bases of accounting in these financial statements.

Economic Resources Measurement Focus and Accrual Basis of Accounting. Under this measurement focus, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Non-exchange transactions, in which the City gives (or receives) value without directly receiving (or giving) equal value in exchange, include property taxes, grants, entitlements, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

Current Financial Resources Measurement Focus and Modified Accrual Basis of Accounting. Under this measurement focus, revenues are recorded when they become measurable and available. For this purpose, the City considers revenues to be available if they are collected within sixty (60) days of the end of the current fiscal year-end. All material revenues, including property taxes, grants, entitlements, and donations, are considered measurable and available and are, thus, susceptible to accrual.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Measurement Focus Basis of Accounting and Basis of Presentation (Continued)

Current Financial Resources Measurement Focus and Modified Accrual Basis of Accounting (Continued). Fines and permits revenues are not susceptible to accrual because generally they are not measurable until received in cash. The City reports unearned revenue in its fund financial statements. Unearned revenues arise when potential revenue does not meet both the "measurable" and "available" criteria for recognition in the current period. Unearned revenues also arise when the City receives resources before it has a legal claim to them, as when recreational program or grant monies are received prior to the incurrence of qualifying expenditures.

In subsequent periods, when both revenue recognition criteria are met, or when the City has a legal claim to the resources, the liability for unearned revenue is removed from the balance sheet and revenue is recognized. Proceeds of general long-term debt and acquisitions under capital leases are reported as other financing sources.

Expenditures are recognized in the accounting period in which the fund liability is incurred, if measurable. An exception to this general rule is principal and interest on general long-term obligations, which are recognized when due. General capital asset acquisitions are reported as expenditures in governmental funds.

Restricted Resources

Program expenses are allocated to restricted program revenue first and then to the next highest level of net position/fund balance restrictions when both restricted and unrestricted resources are available.

Governmental Accounting Standards Board Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions* (GASB #54) defines the different types of fund balances that a governmental entity must use for financial reporting purposes. GASB #54 requires the fund balance amounts to be properly reported within one of the fund balance categories listed below:

Nonspendable

Includes amounts that cannot be spent because they are either (1) not in spendable form or (2) legally or contractually required to be maintained intact.

Restricted

Includes amounts that can be spent only for the specific purpose stipulated by external resource providers, constitutional provisions, or enabling legislation.

Committed

Includes amounts that can only be used for the specific purposes determined by a formal action of the government's highest level of decision-making authority.

Assigned

Includes amounts that are intended to be used by the government for specific purposes but do not meet the criteria to be classified as restricted or committed.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**B. Measurement Focus Basis of Accounting and Basis of Presentation (Continued)****Restricted Resources (Continued)****Unassigned**

Residual classification of fund balance that includes all spendable amounts that have not been restricted, committed, or assigned.

Government-Wide Statements

The government-wide financial statements include the statement of net position and the statement of activities. These statements report financial information for the City as a whole. Individual funds are not displayed but the statements distinguish governmental activities generally supported by taxes, intergovernmental revenues, and other non-exchange transactions from business-type activities, generally financed in whole or in part with fees charged to external customers. Eliminations have been made to minimize the double-counting of internal activities, interfund services provided and used are not eliminated in the process of consolidation.

The statement of activities reports the expenses of a given function offset by program revenues directly connected with the function program. A function is an assembly of similar activities and may include portions of a fund or summarize more than one fund to capture the expenses and program revenues associated with a distinct functional activity. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Program revenues include (a) fees and charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. These revenues are subject to externally imposed restrictions to these program uses. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

The Government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, including the reclassification or elimination of internal activity (between or within funds).

Fund Financial Statements

The fund financial statements provide information about the City's fund categories. Separate statements for each fund category—governmental and proprietary—are presented. The emphasis of fund financial statements is on major funds rather than reporting funds by type. Each major fund is presented in a separate column. All remaining funds are aggregated and reported as non-major funds. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Measurement Focus Basis of Accounting and Basis of Presentation (Continued)**Fund Financial Statements (Continued)**

Governmental Funds. All governmental funds are accounted for using the current financial resources measurement focus and modified accrual basis of accounting. The City reports the following major governmental funds:

- General Fund. This is the City's primary operating fund. The General Fund accounts for all financial resources of the City, except those required to be accounted for in another fund.
- Street Fund. The "Street Fund" is responsible for the construction and maintenance of streets and traffic services within the City. Dedicated revenue is derived from state shared revenues and gas, county road, and bridge taxes.
- Capital Projects. The "Capital Projects Fund" accounts for money set aside by the City Council for identified future projects.
- Recreation and Culture Fund. The "Recreation and Culture Fund" accounts for the costs of maintaining and improving park facilities, recreational programs, and community center operations in the City. Revenue is derived from user fees of the park facilities.
- Hamilton Fund. The "Hamilton Fund" accounts for the money willed to the City by Mr. Bobby C. Hamilton. Mr. Hamilton's will stipulates the money is "for the benefit of the parks and recreation department to be used as much as possible for the benefit of young children."

Proprietary Funds. All proprietary funds are accounted for using the flow of economic resources measurement focus and the accrual basis of accounting. Proprietary funds include enterprise funds and internal service funds.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the enterprise and internal service funds are charges to customers for sales and services. The enterprise funds also recognize as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

The enterprise funds recognize general facility charges as non-operating revenue. General facility charges represent a charge to new customers for their share of the capital cost of increasing the capacity of the system to meet the additional demand created by the connection of new customers.

Enterprise Funds. Enterprise Funds are used to account for activities that are similar to those often found in the private sector. The City reports the following major enterprise funds:

- Water Fund. This activity accounts for the provision of water services to the residents of the City.
- Sewer Fund. This activity accounts for the provision of sewer services to the residents of the City.
- Sanitation Fund. This activity provides sanitation services to all City residents.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Measurement Focus Basis of Accounting and Basis of Presentation (Continued)**Fund Financial Statements (Continued)**

Internal Service Funds. Internal service funds are used to allocate fleet maintenance and information systems services to other funds of the City on a cost reimbursement basis. The internal service funds are included in governmental activities for government-wide reporting purposes. As a general rule, the revenue and expenses of the internal service funds have been eliminated from the government-wide financial statements. The excess revenue or expenses for the fund are allocated to the appropriate functional activity.

C. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance

1. Deposits and Investments

The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

State statutes authorize the City to invest in obligations of the state of Idaho and its agencies, U.S. Treasury and U.S. agencies, City coupon and local improvement district bonds, repurchase agreements, tax and revenue anticipation bonds, notes, and the Idaho State Treasurer's Local Government Investment Pool (LGIP).

Investments are stated at fair value as quoted for the purchase and sale of units.

Deposits in the LGIP are stated at fair value, which is the same as the value of the pool shares. The Idaho State Treasurer oversees the LGIP under the Joint Exercises of Power provisions of *Idaho Code*.

The State Treasurer combines deposits from all governmental entities in the State, which participate in the LGIP and purchases the following types of investments:

- Local Certificates of Deposit
- Repurchase Agreements
- U.S. Government Securities
- Bonds and debentures of "A" rated companies

The entities participating in the LGIP own a percentage of each investment held. This percentage is calculated by dividing the individual entity's deposits by the total deposits held in the LGIP. The purpose of this is to:

- Increase the overall rate of return.
- Reduce the risk of default.
- Place each entity under the FDIC and SLIC limits of \$250,000.

Investments held at year-end are disclosed in Note 3A.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**C. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance (Continued)****2. Receivables and Payables**

Transactions between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either “interfund receivables/payables” (i.e., the current portion of interfund loans) or “advances to/from other funds” (i.e., the non-current portion of interfund loans). Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements.

All trade accounts receivable are shown net of an allowance for doubtful accounts. No allowance for uncollectible accounts has been provided for governmental and enterprise fund receivables. Management has determined that uncollectible amounts are immaterial. Substantially, all property taxes are collected; therefore, no allowance is provided for property taxes.

The City’s property taxes are levied by Latah County in November and payable on December 20 and June 20 following the levy date. Taxes are remitted to the City in the month following collection. When the taxes are delinquent a lien is filed the day following the due date. A tax deed is issued on property three years from the date of delinquency. At fiscal year-end, the receivables represent delinquent taxes. Amounts not paid within 60 days are recorded as unavailable revenue for the fund financial statements.

3. Inventory

Inventory is valued at cost, which approximates market, using the first-in, first-out method. The cost of inventories are recorded as expenditures when consumed rather than when purchased.

4. Capital Assets

The City’s property, plant, and equipment, with useful lives of more than three years and an initial individual cost of more than \$5,000, are stated at historical cost. Donated capital assets are valued at their acquisition value. Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items) are reported in the applicable governmental or business-type activities columns in the government-wide financial statements.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Infrastructure assets acquired prior to implementation of GASB 34 are also reported.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**C. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance (Continued)****4. Capital Assets (Continued)**

Property, plant, and equipment of the primary government, as well as the component units, are depreciated using the straight-line method over the following estimated useful lives:

<u>Asset Type</u>	<u>Years</u>
Buildings and structures	10 to 40
Infrastructure systems	20 to 50
Machinery and equipment	3 to 15

5. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then. For example, grant expenditures paid in advance of meeting timing requirements.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The item "unavailable revenue" is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from two sources: property taxes and special assessments. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

6. Compensated Absences

Vested or accumulated vacation leave that is expected to be liquidated with expendable available financial resources is reported as an expenditure of the governmental fund that will pay it. Only the portion of vested or accumulated leave that has matured is reported as a liability in the governmental funds. Vested or accumulated vacation leave of proprietary funds is recorded as an expense and liability of those funds as the benefits accrue to employees. No liability is recorded for nonvesting accumulating rights to receive sick pay benefits. However, a liability is recognized for the vesting portion of accumulating sick leave benefits that is estimated will be taken by the employee at retirement. Each fund is responsible to pay for its own compensated absences.

The funds that have historically paid for compensated absences are the general, street, recreation and culture, fleet, information systems, and enterprise funds. City-wide compensated absences accrued and paid out were \$587,322 and \$404,646, respectively, during the current year. This resulted in a change of liability from \$964,727 to \$1,147,403. The current amount of \$143,425, which is shown on the statement of net position, has been estimated by the City based on a reasonable estimate of expected usage.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**C. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance (Continued)****7. Long-Term Obligations**

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts are amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures in the current period.

8. Cash Flow Statement

The City considers all bank accounts, restricted, and unrestricted cash to be cash for the proprietary and internal service funds statement of cash flow purposes.

9. Use of Estimates

Management of the City uses estimates and assumptions in preparing financial statements in accordance with United States generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that management uses.

2. BUDGETARY AND LEGAL COMPLIANCE**A. Budgetary Information**

The City Council follows these procedures in establishing the budgetary data reflected in the financial statements:

Prior to September 1, the City Supervisor submits to the City Council a proposed operating budget for the fiscal year commencing the following October 1 and ending September 30. The operating budget includes proposed expenditures and the means of allocating resources by fund.

Public hearings are conducted at various times during the year to obtain taxpayer comments.

CITY OF MOSCOW, IDAHO

NOTES TO FINANCIAL STATEMENTS

2. BUDGETARY AND LEGAL COMPLIANCE (CONTINUED)

A. Budgetary Information (Continued)

Prior to the submission to the county auditor on the Thursday following the first Tuesday in September, the budget is legally enacted through passage of an appropriations ordinance. The budget covers all governmental and proprietary fund types. The City adopts budgets on the modified accrual basis of accounting for all governmental fund types. The City adopts budgets on the accrual basis of accounting for proprietary fund types. At any time during the fiscal year, the Council may amend the appropriations ordinance for unforeseen and unanticipated revenues by following the same procedures used during the budget adoption process.

Revisions that alter the total expenditures of any fund must be approved by the City Council and the legal level of budgetary control is the fund level.

For the fiscal year ended September 30, 2021, the Hamilton Fund's expenditures exceeded appropriations.

3. DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

Deposits and investment policies are disclosed in Note 1C.

The bank statement cash balances amounted to \$713,428. Of the bank statement cash balances, \$272,242 was covered by federal depository insurance.

As of September 30, 2021, the City had the following investments and maturities:

	Less than 1	1-5	Greater than 5	Interest Rate	Fair Value
U.S. Government obligations	\$ 630,407	\$ 6,785,962		0.10-2.13	\$ 7,416,369
Certificate of deposit	7,100,980	8,935,127		0.10-3.00	16,036,107
Corporate obligations	1,855,177	7,908,559		0.00-2.30	9,763,736
Cash and equivalents	1,441,531			0.03-0.32	1,441,531
External investment pools	35,495,009			0.1206	35,495,009
Other	50,939				50,939
Total investments	<u>\$ 46,574,043</u>	<u>\$ 23,629,648</u>	<u>\$ 0</u>		<u>\$ 70,203,691</u>

3. DETAILED NOTES ON ALL FUNDS (CONTINUED)**A. Deposits and Investments (Continued)**

Other investments in the governmental activities include gold, silver, and jewelry. The City did not invest in corporate stock or these other investments. They were received from the estate of Bobby C. Hamilton. Other investments also include accrued income held in the City's Moreton Asset Management investment account.

Interest rate risk: The risk that changes in interest rate will reduce the value of the City's investments. As a means of limiting exposure to loss the City structures their portfolio so that maturities meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity. Also, the policy calls for investing funds primarily in shorter-term securities and limiting the average maturity of the portfolio.

Credit risk: As of September 30, 2021, the City's investment in the LGIP is unrated. The City's investments held through private investment banks are a variety of U.S. agency bonds, certificates of deposit, corporate bonds, and money market funds. The rating of these investments vary per type of investment. Overall Moody's rating of the Moreton Asset Management investment account is stated as A1.

Concentration of credit risk: The City's investment policy states that the City shall mitigate concentration risk by:

1. Limiting investments to avoid over concentration in securities from a specific issuer or business sector,
2. Limiting investment in securities that have higher credit risks,
3. Investing in securities with varying maturities, and
4. Continuously investing a portion of the portfolio in readily available funds such as the LGIP, money market funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

Custodial Credit Risk – Investments: For an investment, this is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The City's policies regarding investments require that the City only uses financial institutions and depositories approved to do business in the state of Idaho. Policies also require that the City only invests in securities allowed by *Idaho Code* 50-1013 and uses brokers that qualify under Securities & Exchange Commission *Rule 15C3-1*.

Fair Value Measurements - Investments are measured at fair value on a recurring basis. Recurring fair value measurements are those that GASB Statements require or permit in the statement of net position at the end of each reporting period. Fair value measurements are categorized based on the valuation inputs used to measure an asset's fair value.

CITY OF MOSCOW, IDAHO

NOTES TO FINANCIAL STATEMENTS

3. DETAILED NOTES ON ALL FUNDS (CONTINUED)

A. Deposits and Investments (Continued)

Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the plan has the ability to access.

Level 2 Inputs to the valuation methodology include:

- quoted prices for similar assets or liabilities in active markets;
- quoted prices for identical or similar assets or liabilities in inactive markets;
- inputs other than quoted prices that are observable for the asset or liability;
- inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following sets forth, by level, the fair value hierarchy. The City held investment securities at fair value that meet the level 2 methodology.

The following table represents the City's investments that are measured or disclosed at fair value on a recurring basis. The City does not have any financial assets that are measured at fair value on a non-recurring basis.

Investment Type	Fair Value	Fair Value Hierarchy		
		Level 1	Level 2	Level 3
<u>Debt Securities:</u>				
U.S. Government obligations	\$ 7,394,197	\$ 7,394,197		
Certificate of Deposit	15,996,153		\$ 15,996,153	
Corporate obligations	9,747,165		9,747,165	
Money Market Funds	1,441,531	1,441,531		
External investment pools	35,495,009		35,495,009	
Other	129,636	50,620	79,016	
Total investments				
measured at fair value	\$ 70,203,691	\$ 8,886,348	\$ 61,317,343	\$ 0

CITY OF MOSCOW, IDAHO

NOTES TO FINANCIAL STATEMENTS

3. DETAILED NOTES ON ALL FUNDS (CONTINUED)

B. Capital Assets

Capital asset activity for the year ended September 30, 2021, was as follows:

Governmental Activities:

	Beginning Balance	Increases	Decreases	Ending Balance
Capital assets, not being depreciated				
Land	\$ 9,373,336			\$ 9,373,336
Construction in progress	7,790,537	\$ 8,858,892	\$ (4,404,736)	12,244,693
Total capital assets, not being depreciated	17,163,873	8,858,892	(4,404,736)	21,618,029
Capital assets being depreciated				
Buildings	15,164,557	1,466,807		16,631,364
Vehicles	7,129,473	409,617	(334,342)	7,204,748
Improvements	38,431,249	4,670,318		43,101,567
Equipment	7,761,594	18,775		7,780,369
Information systems	2,828,707	562,511		3,391,218
Total capital assets being depreciated	71,315,580	7,128,028	(334,342)	78,109,266
Less accumulated depreciation for				
Buildings	(7,500,546)	(378,409)		(7,878,955)
Vehicles	(3,855,473)	(542,884)	334,344	(4,064,013)
Improvements	(21,228,339)	(1,289,306)		(22,517,645)
Equipment	(4,993,760)	(235,723)		(5,229,483)
Information systems	(2,017,463)	(155,176)		(2,172,639)
Total accumulated depreciation	(39,595,581)	(2,601,498)	334,344	(41,862,735)
Total capital assets, being depreciated, net	31,719,999	4,526,530	2	36,246,531
Governmental activities capital assets, net	<u>\$ 48,883,872</u>	<u>\$ 13,385,422</u>	<u>\$ (4,404,734)</u>	<u>\$ 57,864,560</u>

CITY OF MOSCOW, IDAHO

NOTES TO FINANCIAL STATEMENTS

3. DETAILED NOTES ON ALL FUNDS (CONTINUED)

B. Capital Assets (Continued)**Business-Type Activities:**

	Beginning Balance	Increases	Decreases	Ending Balance
Capital assets, not being depreciated				
Land	\$ 1,675,539			\$ 1,675,539
Construction in progress	7,077,795	\$ 4,632,247	\$ (8,934,637)	2,775,405
Total capital assets, not being depreciated	8,753,334	4,632,247	(8,934,637)	4,450,944
Capital assets being depreciated:				
Buildings	3,290,780	756,727		4,047,507
Vehicles	181,175			181,175
Improvements	645,362			645,362
Water systems	21,905,852	8,547,934	(301,222)	30,152,564
Equipment	15,943,390	225,468		16,168,858
Sewer systems	32,396,078	671,669	(104,711)	32,963,036
Total capital assets being depreciated	74,362,637	10,201,798	(405,933)	84,158,502
Less accumulated depreciation for:				
Buildings	(1,870,341)	(76,354)		(1,946,695)
Vehicles	(181,175)			(181,175)
Improvements	(540,871)	(18,129)		(559,000)
Water systems	(11,273,311)	(483,680)	301,222	(11,455,769)
Equipment	(14,774,977)	(367,255)		(15,142,232)
Sewer systems	(14,238,478)	(832,165)	104,712	(14,965,931)
Total accumulated depreciation	(42,879,153)	(1,777,583)	405,934	(44,250,802)
Total capital assets, being depreciated, net	31,483,484	8,424,215	1	39,907,700
Business-type activities capital assets, net	\$ 40,236,818	\$ 13,056,462	\$ (8,934,636)	\$ 44,358,644

CITY OF MOSCOW, IDAHO

NOTES TO FINANCIAL STATEMENTS

3. DETAILED NOTES ON ALL FUNDS (CONTINUED)

B. Capital Assets (Continued)

Depreciation expense was charged to functions/programs of the City as follows:

Governmental Activities:

General government	\$ 192,094
Public safety	270,153
Recreation and culture	498,771
Streets, including depreciation of general infrastructure assets	1,640,480
Total depreciation expense - governmental activities	<u>\$ 2,601,498</u>

Business-type Activities:

Water	\$ 521,408
Sewer	1,228,287
Sanitation	27,888
Total depreciation expense - business-type activities	<u>\$ 1,777,583</u>

Construction Commitments. The City of Moscow has no construction commitments as of September 30, 2021.

C. Interfund Receivables, Payables, and Transfers

All interfund balances at September 30, 2021, are due to pooling of the City's cash. The City had the following interfund balances at September 30, 2021.

Interfund Receivables and Payables:

<u>Fund</u>	<u>Receivable</u>	<u>Payable</u>
General		\$ 500,000
Sewer	\$ 250,000	
Information Systems	250,000	
Total interfund receivables and payables	<u>\$ 500,000</u>	<u>\$ 500,000</u>

CITY OF MOSCOW, IDAHO

NOTES TO FINANCIAL STATEMENTS

3. DETAILED NOTES ON ALL FUNDS (CONTINUED)

C. Interfund Receivables, Payables, and Transfers (Continued)

Interfund Transfers:

<u>Fund</u>	Transfers <u>In</u>	Transfers <u>Out</u>
General	\$ 4,064,370	\$ 5,854,218
Streets	875,370	1,099,642
Recreation and Culture	2,656,157	523,800
MSD Community Fields	64,088	4,011
1912 Center	106,100	
Water	3,600,238	5,582,742
Sewer	1,042,948	2,766,508
Sanitation		1,136,359
Fleet Management	360,109	1,200
Information Systems	1,923,380	1,063
Capital Projects	2,504,483	
Hamilton		227,700
	<u>\$17,197,243</u>	<u>\$17,197,243</u>

Transfers are used to (1) move revenues from the fund with collection authorization to the debt service fund as debt service principal and interest payments become due, (2) move restricted amounts from borrowings to the debt service fund to establish mandatory reserve accounts, (3) move unrestricted general fund revenues to finance various programs that the government must account for in other funds in accordance with budgetary authorizations, including amounts provided as subsidies or matching funds for various grant programs, and (4) move unrestricted revenues in the amounts equivalent in value to the interfund services provided and other charges between the City's water, sewer, sanitation, recreation and culture, and street functions.

CITY OF MOSCOW, IDAHO

NOTES TO FINANCIAL STATEMENTS

3. DETAILED NOTES ON ALL FUNDS (CONTINUED)

D. Long-Term Debt

The summary of outstanding debt as of September 30, 2021, is as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental Activities:					
Bonds payable					
Police Station bonds, Series 2019	\$ 7,785,000		\$ 735,000	\$ 7,050,000	\$ 765,000
Unamortized Premium on Bonds	1,283,548		42,704	1,240,844	66,249
Governmental activities liabilities	<u>\$ 9,068,548</u>	<u>\$ 0</u>	<u>\$ 777,704</u>	<u>\$ 8,290,844</u>	<u>\$ 831,249</u>
Business-type Activities:					
Sewer Revenue bonds, Series 2011	\$ 2,005,000		\$ 645,000	\$ 1,360,000	\$ 670,000
Sewer Revenue bonds, Series 2017	2,895,000		335,000	2,560,000	340,000
Unamortized Premium on Bonds	119,374		39,792	79,582	39,791
Sewer Revenue bonds, Series 2020	4,300,000		172,424	4,127,576	176,326
Water Revenue bonds, Series 2021		\$ 2,193,239		2,193,239	
Business-type activities long-term liabilities	<u>\$ 9,319,374</u>	<u>\$ 2,193,239</u>	<u>\$ 1,192,216</u>	<u>\$ 10,320,397</u>	<u>\$ 1,226,117</u>

The total interest expense in 2021 amounted to \$227,044 in the governmental funds. The total interest expense in 2021 amounted to \$118,945 in the business activities.

Government Obligation Bonds. On August 20, 2019, the City secured General Obligation Bonds, Series 2019, in the amount of \$8,465,000 in order to finance the new police station. The General Obligation Bonds, Series 2019, have a stated rate of between 3.00 percent and 4.00 percent and are payable in annual installments through August 15, 2029.

Year Ended September 30,	Governmental Activities Series 2019	
	Principal	Interest
2022	\$ 765,000	\$ 282,000
2023	795,000	251,400
2024	830,000	219,600
2025	860,000	186,400
2026	895,000	152,000
2027-2029	2,905,000	235,400
	<u>\$ 7,050,000</u>	<u>\$ 1,326,800</u>

CITY OF MOSCOW, IDAHO

NOTES TO FINANCIAL STATEMENTS

3. DETAILED NOTES ON ALL FUNDS (CONTINUED)

D. Long-Term Debt (Continued)

Revenue Bonds. On November 23, 2011, the City secured advance refunding Sewer Revenue Bonds, Series 2011, in the amount of \$6 million in order to refinance the Sewer Revenue Bonds Series 2002 in November 2012, when the bonds became callable. The Sewer Revenue Bonds, Series 2011, have a stated rate of between 2.00 percent and 4.00 percent and are payable in varying semi-annual installments through November 1, 2022. In December 2017, the City secured Sewer Revenue Refinancing Bonds, Series 2017 in the amount of \$3,560,000 in order to refinance the Sewer Revenue Bonds Series 2008 in December 2017. The Sewer Revenue Bonds, Series 2017 have a stated rate of 2.48 percent and are payable in varying semi-annual instalments through May 1, 2028.

Debt service requirements for the sewer revenue bonds held to maturity are as follow:

Year Ended September 30,	Business-Type Activities Series 2011	
	Principal	Interest
2022	\$ 670,000	\$ 35,250
2023	690,000	10,925
	<u>\$ 1,360,000</u>	<u>\$ 46,175</u>

Year Ended September 30,	Business-Type Activities Series 2017	
	Principal	Interest
2022	\$ 340,000	\$ 63,488
2023	345,000	55,056
2024	355,000	46,500
2025	365,000	37,696
2026	375,000	28,644
2027-2028	780,000	29,140
	<u>\$ 2,560,000</u>	<u>\$ 260,524</u>

Year Ended September 30,	Business-Type Activities Series 2020	
	Principal	Interest
2022	\$ 176,326	\$ 91,896
2023	180,315	87,907
2024	184,168	84,054
2025	188,562	79,660
2026	192,829	75,393
2027-2031	1,031,407	309,704
2032-2036	1,153,475	187,636
2037-2040	1,020,494	52,393
	<u>\$ 4,127,576</u>	<u>\$ 968,643</u>

CITY OF MOSCOW, IDAHO

NOTES TO FINANCIAL STATEMENTS

4. OTHER INFORMATION

A. Risk Management

The City of Moscow purchases liability and property insurance through the Idaho Counties Risk Management Program (ICRMP). ICRMP is an all-lines aggregate insurance program providing liability, property, and casualty insurance coverage to Idaho's counties and other political subdivisions on a voluntary participation basis. ICRMP assumes or reinsures all risk covered for claims. Participants are charged an annual insurance premium. The City is responsible for up to the first \$2,500 of any loss claim depending on the type of claim.

The general insurance limits are as follows:

Property damage	Total insured value
General liability	\$3,000,000 per occurrence
Automobile liability	\$3,000,000 per occurrence
Law enforcement liability	\$3,000,000 per occurrence
Sexual molestation	\$3,000,000 per claim
Errors or omissions liability	\$3,000,000 per occurrence
Employee medical insurance benefit liability	\$3,000,000 per claim
Uninsured/underinsured motorist	\$100,000 per person, \$300,000 per accident
Crime insurance and bond	\$500,000 per occurrence
Boiler/Machinery damage	\$100,000,000 in aggregate
Chemical spraying activities	\$500,000 per occurrence

B. Public Employee Retirement System of Idaho (PERSI)

Plan Description. All permanent full-time employees of the City except firefighters who were hired before October 1, 1980, participate in the Public Employee Retirement System of Idaho (PERSI) Base Plan, a cost-sharing, multiple-employer public retirement system created by the Idaho State Legislature. It is a defined benefit plan requiring that both the member and the employer contribute. Designed as a mandatory system for eligible state and school district employees, the legislation provided for political subdivisions to participate by contractual agreement with PERSI. The cost to administer the Plan is financed through the contributions and investment earnings of the Plan.

The City contributes to the Firefighters' Retirement Fund Plan (FRF) for firefighters who were hired before October 1, 1980. The FRF is a cost-sharing, multiple-employer defined benefit pension plan administered by PERSI that covers a closed group of firefighters who were hired before October 1, 1980, and who received benefits in addition to those provided under the PERSI Base Plan. The cost to administer the Plan is financed through the contributions and investment earnings of the FRF. Additional FRF funding is obtained from receipts from a state fire insurance premium tax.

PERSI issues a publicly available financial report that includes financial statements and the required supplementary information for PERSI Base Plan and the FRF. That report may be obtained on the PERSI website at www.persi.idaho.gov.

4. OTHER INFORMATION (CONTINUED)

B. Public Employee Retirement System of Idaho (PERSI) (Continued)

Pension Benefits. After five years of credited service, members become fully vested in retirement benefits earned to date. Members are eligible for retirement benefits upon attainment of the ages specified for their employment classification. For each year of credited service, the annual service retirement allowance is 2.0 percent (2.3 percent for police/firefighters under the Base Plan) of the average monthly salary for the highest consecutive 42 months for covered members of the Base Plan. The Base Plan is required to provide a 1 percent minimum cost of living increase per year provided the *Consumer Price Index* increases 1 percent or more. The PERSI board has the authority to provide higher cost of living increases to a maximum of the *Consumer Price Index* movement or 6 percent, whichever is less; however, any amount above the 1 percent minimum is subject to review by the Idaho Legislature.

The FRF cost of living increase is based upon the increase in the statewide average firefighter's wage. The retirement benefit for covered members of the FRF is based on *Idaho Code*, Title 72, Chapter 14.

Member and Employer Contributions. Member and employer contributions paid to PERSI are set by statute and are established as a percent of covered compensation. Contribution rates are determined by the PERSI board within limitations, as defined by state law. The Board may make periodic changes to employer and employee contribution rates (expressed as percentages of annual covered payroll) that are adequate to accumulate sufficient assets to pay benefits when due.

The contribution rates for employees are set by statute at 60 percent of the employer rate for general employees and 72 percent for police and firefighters. The employer contribution rate is set by the Retirement Board and is 11.94 percent of covered compensation for general employees and 12.28 percent for police and firefighters under the Base Plan, and 17.28 percent for FRF members. The City contributions required and paid were \$1,208,439, \$1,218,133, and \$1,111,440 for the three years ended September 30, 2021, 2020, and 2019, respectively. Any fund that has covered payroll has contributed to liquidating the net pension liabilities. The highest contributors are the City's major funds.

Pension Assets, Pension Expense (Revenue), and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions. At September 30, 2021, the City reported an asset of \$215,484 for its proportionate share of the net pension asset under the Base Plan and a net pension asset of \$985,368 for its proportionate share of the FRF. The net pension assets were measured as of July 1, 2021, and the total pension asset used to calculate the net pension assets was determined by an actuarial valuation as of that date. The City's proportion of the net pension assets was based on the City's share of contributions in the Base Plan pension plan and the FRF pension plan relative to the total contributions of all participating PERSI employers in each plan. At July 1, 2021, the City's proportion was 0.2635392 percent for the base plan and 0.3646443 percent for the FRF.

CITY OF MOSCOW, IDAHO

NOTES TO FINANCIAL STATEMENTS

4. OTHER INFORMATION (CONTINUED)

B. Public Employee Retirement System of Idaho (PERSI) (Continued)

For the year ended September 30, 2021, the City recognized a net gain on pension expense of \$1,575,120 (\$1,248,076 for governmental funds, \$246,078 for business-type funds, and \$80,966 for internal service funds) for PERSI. At September 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

PERSI BASE PLAN	Deferred Outflows of Resources	Deferred Inflows of Resources
Employer contributions made subsequent to the measurement date of June 30, 2021	\$ 304,000	
Differences between expected and actual experience	\$ 317,488	\$ 125,255
Changes in the employer's proportion and differences between the employer's contributions and the employer's proportionate contributions		\$ 150,783
Changes in assumptions or other inputs	\$ 2,473,494	
Net difference between projected and actual earnings on pension plan investments		\$ 6,768,229

PERSI FRF PLAN	Deferred Outflows of Resources	Deferred Inflows of Resources
Employer contributions made subsequent to the measurement date of June 30, 2021		
Net difference between projected and actual earnings on pension plan investments		\$ 211,445

Contributions made by the employer subsequent to the measurement date for the Base Plan but before the end of the City's reporting period, will be recognized as an increase of the net pension asset in the year ending September 30, 2021. These contributions were \$294,000 and are reported as deferred outflows of resources and will be recognized as an increase of the net pension asset in the fiscal year ending September 30, 2022.

The average of the expected remaining service lives of all employees that are provided with pensions through the system (active and inactive employees) determined at July 1, 2020, the beginning of the measurement period ended June 30, 2021, is 4.8 and 4.8 for the measurement period June 30, 2020 for the Base Plan. The FRF is a closed plan and the average expected remaining service life used is 1 year.

CITY OF MOSCOW, IDAHO

NOTES TO FINANCIAL STATEMENTS

4. OTHER INFORMATION (CONTINUED)

B. Public Employee Retirement System of Idaho (PERSI) (Continued)

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense (revenues) as follows:

	<u>Base Plan</u>
2022	\$ (932,140)
2023	(840,049)
2024	(734,107)
2025	(1,456,321)

Actuarial Assumptions. Valuations are based upon actuarial assumptions, the benefit formulas, and employee groups. Level percentages of payroll normal costs are determined using the Entry Age Normal Cost Method. Under the Entry Age Normal Cost Method, the actuarial present value of the projected benefits of each individual included in the actuarial valuation is allocated as a level percentage of each year's earnings of the individual between entry age and assumed exit age. PERSI amortizes any unfunded actuarial accrued liability based on a level percentage of payroll. The maximum amortization period permitted under Section 59-1322, *Idaho Code*, is 25 years.

The total pension liability in the June 30, 2021, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.30%
Salary increases including inflation	3.05%
Investment rate of return	6.35%, net of pension plan investment expense
Cost of Living Adjustments (COLA)	1.00%

Mortality rates were based on the RP – 2000 combined table for healthy males or females as appropriate with the following offsets:

- Set back 3 years for teachers
- No offset for male fire and police
- Forward 1 year for female fire and police
- Set back 1 year for all general employees and all beneficiaries

An experience study was performed for the period July 1, 2013 through June 30, 2017, which reviewed all economic and demographic assumptions other than mortality. The total pension liability as of June 30, 2021, is based on the results of an actuarial valuation date of July 1, 2021.

The long-term expected rate of return on pension plan investments was determined using the building block approach and a forward-looking model in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

4. OTHER INFORMATION (CONTINUED)

B. Public Employee Retirement System of Idaho (PERSI) (Continued)

Even though history provides a valuable perspective for setting the investment return assumption, the System relies primarily on an approach, which builds upon the latest capital market assumptions. Specifically, the System uses consultants, investment managers, and trustees to develop capital market assumptions in analyzing the System's asset allocation. The assumptions and the System's formal policy for asset allocation are shown below. The formal asset allocation policy is somewhat more conservative than the current allocation of the System's assets.

The best-estimate range for the long-term expected rate of return is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation.

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Nominal Rate of Return (Arithmetic)</u>	<u>Long-Term Expected Real Rate of Return (Arithmetic)</u>
Core Fixed Income	30.00%	1.80%	(0.20)%
Broad US Equities	55.00%	8.00%	6.00%
Developed Foreign Equities	15.00%	8.25%	6.25%
Assumed Inflation – Mean		2.00%	2.00%
Assumed Inflation – Standard Deviation		1.50%	1.50%
Portfolio Arithmetic Mean Return		6.18%	4.18%
Portfolio Standard Deviation		12.29%	12.29%
Portfolio Long-Term (Geometric) Expected Rate of Return		5.55%	3.46%
Assumed Investment Expenses		0.40%	0.40%
Portfolio Long-Term (Geometric) Expected Rate of Return, Net of Investment Expenses		5.15%	3.06%

Discount Rate. The discount rate used to measure the total pension liability was 6.35 percent. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate. Based on these assumptions, the pension plan's net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The long-term expected rate of return was determined net of pension plan investment expense but without reduction for pension plan administrative expense.

CITY OF MOSCOW, IDAHO

NOTES TO FINANCIAL STATEMENTS

4. OTHER INFORMATION (CONTINUED)

B. Public Employee Retirement System of Idaho (PERSI) (Continued)

Sensitivity of the City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate. The following presents the City's proportionate share of the net pension liability and asset calculated using the discount rate of 6.35 percent, as well as what the City's proportionate share of the net pension liability and asset would be if it were calculated using a discount rate that is 1-percentage-point lower (5.35 percent) or 1-percentage-point higher (7.35 percent) than the current rate:

	1% Decrease (5.35%)	Current Discount Rate (6.35%)	1% Increase (7.35%)
City's proportionate share of the Base Plan net pension liability (asset)	\$ 7,235,313	\$ (208,138)	\$ (6,309,684)

Pension Plan Fiduciary Net Position. Detailed information about the pension plan's fiduciary net position is available in the separately issued PERSI financial report. PERSI issues a publicly available financial report that includes financial statements and the required supplementary information for PERSI. That report may be obtained on the PERSI website at www.persi.idaho.gov.

C. Hamilton Estate

In January 2000, Mr. Bobby C. Hamilton passed away and made a bequest of the majority of his estate to the City. To comply with the requirements of the bequest, the City initially recorded these assets in two separate funds. Mrs. Hamilton passed away during 2011, at which time the principal amount became unrestricted to the City and the assets were transferred into the Hamilton Fund and the second fund was closed.

The Hamilton Fund: Mr. Hamilton's bequest states that the money shall be used "for the benefit of the Parks and Recreation Department to be used as much as possible for the benefit of young children." This fund is classified as a special revenue fund and is considered a major fund.

In addition to various cash and investments received from the estate, the City also received jewelry, gold bars, ingots, medallions, and silver coins. The City sold the majority of these assets during the fiscal year ending 2010. At September 30, 2021, the City had in its possession jewelry appraised at \$37,103; gold bars, ingots, and medallions with an approximate value of \$4,665; and silver coins with an approximate value of \$7,600. These assets have been recorded as investments on the City's books. The City intends to liquidate these assets.

4. OTHER INFORMATION (CONTINUED)**D. Contingencies and Commitments****1. Grant and Contract Expenditures**

Grant and contract expenditures are subject to the approval of various granting and contracting agencies. To be eligible for reimbursement of expenditures made under federal, state, and locally funded programs, the City must comply with regulations established by the related agency and non-compliance could result in disallowed costs and a liability for reimbursement received. The City expects such amounts, if any, to be immaterial.

2. Litigation

As of September 30, 2021, there were no lawsuits or claims against the City that would have a material effect on the financial statements.

3. Solid Waste Landfill Closure Costs

The City is responsible for the costs associated with minimum closure requirements for an inert commercial/demolition non-municipal solid waste landfill and composting area. The City has established a transfer station whereby all municipal solid waste is hauled to a permanent solid waste facility in Boardman, Oregon.

The Non-MSW landfill closure and post-closure, as required by the City, State, and Federal requirements, is allocated based on a remaining useful life of 21 years, or 2040. Total current costs of landfill closure and post-closure care are estimates and subject to annual changes due to a variety of factors. The City began recording expenses for future closure and post-closure according to a 20-year expense recognition schedule during 2004. The liability for these costs increased by \$13,725 during the current fiscal year. Of the total estimated \$274,430 closure and post-closure cost, \$27,407 has yet to be amortized as of September 30, 2021.

4. COVID-19 Pandemic

During March 2020, the COVID-19 virus was declared a global pandemic as it continued to spread rapidly. Business continuity, including supply chains and consumer demand across a broad range of industries and countries, have been severely impacted for months or beyond as governments and their citizens take significant and unprecedented measures to mitigate the consequences of the pandemic. City management continues to carefully monitor the situation and evaluating its operating procedures at this time. As a result, the City received additional funding through the *Coronavirus Aid, Relief, and Economic Security (CARES) Act* to supplement additional expenditures incurred. The COVID-19 pandemic also caused market volatility in investment accounts.

4. OTHER INFORMATION (CONTINUED)**E. Fund Balance Classifications**

Restricted. Restricted net position/fund balances represent amounts whose use is restricted by creditors, grantors, laws and regulations of other governments, or through enabling legislation. Restrictions for the City include revenue received from the state of Idaho for highway user fees that is restricted for the specific use of road improvements by the City's street fund. Restrictions of debt proceeds and other resources of the bond and interest fund and the sewer fund exist for the specific purpose of satisfying debt service requirements set forth by the City's individual bond related covenants. The City also has restricted funds relating to the Hamilton fund, which all funds were designated in the will of the donor for the specific purpose of benefitting the parks and recreation fund.

Committed Fund Balance. The fund balance is committed and can only be used for specific purposes pursuant to constraints imposed by a City Council approved ordinance and cannot be used for any other purpose. A City ordinance is also required to modify or rescind any fund balance commitment. Committed fund balance includes funds for drug enforcement and public art. The City has also committed funds for the purpose of maintaining proper working capital balances in governmental funds.

Assigned Fund Balance. The fund balances classified as assigned are for use for specific purposes but do not have rise to the level of restricted or committed. It is the policy of the City that all fund balance assignments are to be authorized by the City council. The City has assigned balances that include the assignments for compensated absences, VEBA proceeds, and for the activity of special revenue, capital project, and debt service funds.

E. Fund Balance Classifications (Continued)

Unassigned Fund Balance. The unassigned fund balance is in the general fund and has not been restricted, committed, or assigned to specific purposes within the general fund. In governmental funds other than the general fund, if expenditures incurred for specific purposes exceed the amounts that are restricted, committed, or assigned to those purposes, it may be necessary to report a negative unassigned fund balance in that fund.



REQUIRED SUPPLEMENTARY INFORMATION

CITY OF MOSCOW, IDAHO

BUDGETARY COMPARISON SCHEDULE -
GENERAL FUND
Year Ended September 30, 2021

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final	(Budgetary Basis)	
REVENUES				
Taxes				
Property	\$ 6,320,266	\$ 6,320,266	\$ 6,372,493	\$ 52,227
Sales	586,669	586,669	2,573,291	1,986,622
Franchise	1,257,012	1,257,012	1,306,722	49,710
Alcoholic beverage	578,283	578,283	659,823	81,540
Licenses and permits	548,444	548,444	915,197	366,753
Intergovernmental	1,092,117	1,092,117	1,295,944	203,827
Charges for services	1,637,902	1,637,902	1,635,014	(2,888)
Fines	155,300	155,300	175,352	20,052
Investment earnings	200,000	200,000	(33,365)	(233,365)
Contributions and donations	13,500	13,500	6,065	(7,435)
Refunds and reimbursements	150,000	150,000	149,834	(166)
Other	109,867	109,867	99,176	(10,691)
Total revenues	12,649,360	12,649,360	15,155,546	2,506,186
EXPENDITURES				
Current				
General government	5,874,102	5,874,102	5,190,964	683,138
Public safety	7,182,447	7,182,447	6,778,980	403,467
Total expenditures	13,056,549	13,056,549	11,969,944	1,086,605
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(407,189)	(407,189)	3,185,602	3,592,791
OTHER FINANCING SOURCES (USES)				
Transfers in	4,064,370	4,064,370	4,064,370	
Transfers out	(3,886,045)	(3,886,045)	(5,872,994)	(1,986,949)
Total other financing sources (uses)	178,325	178,325	(1,808,624)	(1,986,949)
NET CHANGE IN FUND BALANCES	(228,864)	(228,864)	1,376,978	1,605,842
FUND BALANCES AT BEGINNING OF YEAR	228,864	228,864	5,863,865	5,635,001
FUND BALANCES AT END OF YEAR	\$ 0	\$ 0	\$ 7,240,843	\$ 7,240,843

Note: The budgetary comparison schedule is presented on the modified accrual basis of accounting, which is the same basis of accounting used by the City in the fund financial statements.

CITY OF MOSCOW, IDAHO

BUDGETARY COMPARISON SCHEDULE -
STREET FUND
Year Ended September 30, 2021

	Budgeted Amounts		Actual Amounts (Budgetary Basis)	Variance with Final Budget
	Original	Final		
REVENUES				
Taxes				
Road and bridge	\$ 720,000	\$ 720,000	\$ 854,704	\$ 134,704
Intergovernmental	1,004,052	1,004,052	1,533,672	529,620
Charges for services	299,000	299,000	291,924	(7,076)
Fines	1,000	1,000		(1,000)
Investment earnings	35,000	35,000	893	(34,107)
Refunds and reimbursements	4,000	4,000	5,228	1,228
Total revenues	<u>2,063,052</u>	<u>2,063,052</u>	<u>2,686,421</u>	<u>623,369</u>
EXPENDITURES				
Current				
Transportation	<u>2,006,254</u>	<u>2,006,254</u>	<u>1,800,739</u>	<u>205,515</u>
Total expenditures	<u>2,006,254</u>	<u>2,006,254</u>	<u>1,800,739</u>	<u>205,515</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>56,798</u>	<u>56,798</u>	<u>885,682</u>	<u>828,884</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	875,370	875,370	875,370	
Transfers out	<u>(950,470)</u>	<u>(950,470)</u>	<u>(1,099,642)</u>	<u>(149,172)</u>
Total other financing sources (uses)	<u>(75,100)</u>	<u>(75,100)</u>	<u>(224,272)</u>	<u>(149,172)</u>
NET CHANGE IN FUND BALANCES	<u>(18,302)</u>	<u>(18,302)</u>	<u>661,410</u>	<u>679,712</u>
FUND BALANCES AT BEGINNING OF YEAR	<u>18,302</u>	<u>18,302</u>	<u>1,470,473</u>	<u>1,452,171</u>
FUND BALANCES AT END OF YEAR	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 2,131,883</u>	<u>\$ 2,131,883</u>

Note: The budgetary comparison schedule is presented on the modified accrual basis of accounting, which is the same basis of accounting used by the City in the fund financial statements.

CITY OF MOSCOW, IDAHO

BUDGETARY COMPARISON SCHEDULE -
RECREATION AND CULTURE FUND
Year Ended September 30, 2021

	Budgeted Amounts		Actual Amounts (Budgetary Basis)	Variance with Final Budget
	Original	Final		
REVENUES				
Licenses and permits	\$ 650	\$ 650	\$ 500	\$ (150)
Intergovernmental	6,300	6,300	10,840	4,540
Charges for services	579,905	579,905	497,085	(82,820)
Investment earnings			(6,803)	(6,803)
Contributions and donations	42,500	42,500	27,869	(14,631)
Refunds and reimbursements	5,000	5,000	1,929	(3,071)
Other	8,500	8,500	11,407	2,907
Total revenues	<u>642,855</u>	<u>642,855</u>	<u>542,827</u>	<u>(100,028)</u>
EXPENDITURES				
Current				
Administration	569,101	569,101	448,926	120,175
Parks	1,152,739	1,152,739	913,347	239,392
Recreation	250,403	250,403	218,028	32,375
Pool	521,379	521,379	398,358	123,021
Youth Center	195,417	195,417	111,867	83,550
Community Center	203,951	203,951	158,129	45,822
Art	215,012	215,012	197,597	17,415
Farmers Market	200,078	200,078	168,673	31,405
Total expenditures	<u>3,308,080</u>	<u>3,308,080</u>	<u>2,614,925</u>	<u>693,155</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>(2,665,225)</u>	<u>(2,665,225)</u>	<u>(2,072,098)</u>	<u>593,127</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	2,616,680	2,616,680	2,656,157	39,477
Transfers out	(23,800)	(23,800)	(523,800)	(500,000)
Total other financing sources (uses)	<u>2,592,880</u>	<u>2,592,880</u>	<u>2,132,357</u>	<u>(460,523)</u>
NET CHANGE IN FUND BALANCES	<u>(72,345)</u>	<u>(72,345)</u>	<u>60,259</u>	<u>132,604</u>
FUND BALANCES AT BEGINNING OF YEAR	<u>72,345</u>	<u>72,345</u>	<u>987,846</u>	<u>915,501</u>
FUND BALANCES AT END OF YEAR	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 1,048,105</u>	<u>\$ 1,048,105</u>

Note: The budgetary comparison schedule is presented on the modified accrual basis of accounting, which is the same basis of accounting used by the City in the fund financial statements.

CITY OF MOSCOW, IDAHO

**BUDGETARY COMPARISON SCHEDULE -
HAMILTON FUND
Year Ended September 30, 2021**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final	(Budgetary Basis)	
REVENUES				
Investment earnings	\$ 32,000	\$ 32,000	\$ 5,920	\$ (26,080)
Refunds and reimbursements			3,988	3,988
Total revenues	<u>32,000</u>	<u>32,000</u>	<u>9,908</u>	<u>(22,092)</u>
EXPENDITURES				
Total expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>32,000</u>	<u>32,000</u>	<u>9,908</u>	<u>(22,092)</u>
OTHER FINANCING SOURCES (USES)				
Transfers in				
Transfers out	(227,700)	(227,700)	(227,700)	
Total other financing sources (uses)	<u>(227,700)</u>	<u>(227,700)</u>	<u>(227,700)</u>	<u>0</u>
NET CHANGE IN FUND BALANCES	(195,700)	(195,700)	(217,792)	(22,092)
FUND BALANCES AT BEGINNING OF YEAR	<u>195,700</u>	<u>195,700</u>	<u>2,316,249</u>	<u>2,120,549</u>
FUND BALANCES AT END OF YEAR	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 2,098,457</u>	<u>\$ 2,098,457</u>

Note: The budgetary comparison schedule is presented on the modified accrual basis of accounting, which is the same basis of accounting used by the City in the fund financial statements.

CITY OF MOSCOW, IDAHO

SCHEDULE OF THE CITY'S SHARE OF NET PENSION LIABILITY
Data reported is measured as of June 30, 2021

	PERSI - Base Plan									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Employer's portion of the net pension (asset) liability	\$ (215,484)	\$ 6,452,000	\$ 3,211,000	\$ 4,248,000	\$ 4,579,000	\$ 5,915,300	\$ 3,968,300	\$ 2,254,100	(1)	(1)
Employer's proportionate share of the net pension liability	0.2635392%	0.2778434%	0.2724738%	0.2879787%	0.2913370%	0.2918020%	0.3013570%	0.3061953%	(1)	(1)
Employer's covered payroll	9,705,743	9,681,446	9,415,180	9,190,213	8,971,383	8,448,107	8,730,006	8,245,702	\$ 7,910,384	\$ 7,848,872
Employer's proportionate share of the net pension (asset) liability as a percentage of its covered payroll	-2%	67%	34%	46%	51%	70%	45%	27%	(1)	(1)
Plan fiduciary net position as a percentage of the total pension liability	88%	88%	94%	92%	91%	87%	91%	95%	(1)	(1)
	PERSI - FRF									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Employer's portion of the net pension asset	\$ 985,368	\$ 543,000	\$ 598,000	\$ 479,000	\$ 387,000	\$ 242,200	\$ 237,900	\$ 184,100	(1)	(1)
Employer's proportionate share of the net pension asset	0.3646443%	0.3646443%	0.4157717%	0.4231688%	0.4513309%	0.4505920%	0.4405290%	0.4872660%	(1)	(1)
Employer's covered payroll	331,195	325,473	326,357	316,817	329,525	308,082	296,398	306,061	\$ 281,972	\$ 274,698
Employer's proportionate share of the net pension asset as a percentage of its covered payroll	298%	167%	183%	151%	117%	79%	80%	60%	(1)	(1)
Plan fiduciary net position as a percentage of the total pension liability	156%	156%	153%	140%	130%	118%	118%	112%	(1)	(1)

(1) PERSI has not provided calculations for years prior to implementation of GASB Statement No. 68.

CITY OF MOSCOW, IDAHO

SCHEDULE OF THE CITY'S CONTRIBUTIONS TO PENSION PLANS
Data reported is measured as of September 30, 2021

PERSI - Base Plan										
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Statutorily required contribution	\$ 1,191,880	\$ 1,201,859	\$ 1,095,185	\$ 1,054,077	\$ 1,034,425	\$ 1,016,635	\$ 953,216	\$ 947,632	\$ 854,670	\$ 800,376
Contributions in relation to the statutorily required contribution	1,191,880	1,201,859	1,095,185	1,054,077	1,034,425	1,016,635	953,216	947,632	854,670	800,376
Contribution (deficiency) excess	0	0	0	0	0	0	0	0	0	0
Employer's covered payroll	10,036,938	10,006,918	9,474,911	9,236,993	9,060,969	8,903,639	8,334,477	8,298,039	8,009,510	7,630,024
Contributions as a percentage of covered payroll	11.87%	12.01%	11.56%	11.41%	11.42%	11.42%	11.44%	11.42%	10.67%	10.49%
PERSI - FRF										
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Statutorily required contribution	\$ 16,560	\$ 16,274	\$ 16,255	\$ 15,949	\$ 16,448	\$ 16,170	\$ 24,053	\$ 52,861	\$ 49,245	\$ 46,896
Contributions in relation to the statutorily required contribution	16,560	16,274	16,255	15,949	16,448	16,170	24,053	52,861	49,245	46,896
Contribution (deficiency) excess	0	0	0	0	0	0	0	0	0	0
Employer's covered payroll	331,195	325,472	325,092	318,984	328,969	323,394	298,423	306,618	285,644	272,017
Contributions as a percentage of covered payroll	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	8.06%	17.24%	17.24%	17.24%



SUPPLEMENTARY INFORMATION

CITY OF MOSCOW, IDAHO

CAPITAL PROJECTS

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
Year Ended September 30, 2021

	Budgeted Amounts		Actual Amounts	Variance Favorable (Unfavorable)
	Original	Final		
REVENUES				
Licenses and permits			\$ 8,016	\$ 8,016
Intergovernmental	\$ 1,073,367	\$ 1,073,367	283,888	(789,479)
Investment earnings	45,000	45,000	54,909	9,909
Contributions and donations	416,863	416,863	469,067	52,204
Refunds and reimbursements			26,009	26,009
Other	20,000	20,000		(20,000)
Total revenues	1,555,230	1,555,230	841,889	(713,341)
EXPENDITURES				
Recreation and culture	3,500	3,500	1,400	2,100
Capital outlay	9,631,928	9,631,928		9,631,928
Total expenditures	9,635,428	9,635,428	1,400	9,634,028
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(8,080,198)	(8,080,198)	840,489	8,920,687
OTHER FINANCING SOURCES (USES)				
Transfers in	1,269,777	1,269,777	1,986,005	716,228
Transfers out			(9,032,081)	(9,032,081)
Total other financing sources (uses)	1,269,777	1,269,777	(7,046,076)	(8,315,853)
NET CHANGE IN FUND BALANCES	(6,810,421)	(6,810,421)	(6,205,587)	604,834
FUND BALANCES AT BEGINNING OF YEAR	6,810,421	6,810,421	11,106,655	4,296,234
FUND BALANCES AT END OF YEAR	\$ 0	\$ 0	\$ 4,901,068	\$ 4,901,068

Note: The budgetary comparison schedule is presented on the modified accrual basis of accounting, which is the same basis of accounting used by the City in the fund financial statements.

CITY OF MOSCOW, IDAHO

NONMAJOR GOVERNMENTAL FUNDS

Special Revenue Funds

Special revenue funds are used to account for specific revenues that are legally restricted to expenditure for a particular purpose.

Moscow School District Community Playfields – To account for revenue and costs associated with an agreement to jointly develop and jointly use the District owned property located adjacent to Joseph Street and Mountain View Road into a high quality athletic field complex to serve the community.

1912 Center Fund – To account for revenues and costs associated with the renovation of the 1912 Community Center. Financing is provided by rental charges, grants, and donations.

Transit Center Fund – To account for revenues and costs associated with the operation of the City of Moscow Intermodal Transit Center. Financing is provided by user fees, grants and donations.

Capital Projects Funds

LID Construction Fund – To account for the financing and construction of Local Improvement Districts consisting of benefited properties and public improvement developments. Financing is backed by the full faith and credit of the City.

Debt Service Funds

Bond and Interest – To account for the accumulation of resources and payment of general obligation bond principal and interest from governmental resources and special assessment bond principal and interest from special assessment levies when the government is obligated in some manner for the payment.

Special Assessments – To account for the accumulation of resources and payment of bonds and warrants used to finance Local Improvement Districts (LID).

CITY OF MOSCOW, IDAHO

COMBINING BALANCE SHEET -
NONMAJOR GOVERNMENTAL FUNDS
September 30, 2021

	Special Revenue			Capital Projects	Debt Service		
	MSD Community Playfields	1912 Center	Transit Center	LID Construction	Bond and Interest	Special Assessments	Totals
ASSETS							
Investments	\$ 191,642	\$ 55,915	\$ 96,819	\$ 26,600	\$ 419,388	\$ 35,611	\$ 825,975
Property taxes					12,478		12,478
Accounts receivable							
Other					1		1
Total assets	<u>\$ 191,642</u>	<u>\$ 55,915</u>	<u>\$ 96,819</u>	<u>\$ 26,600</u>	<u>\$ 431,867</u>	<u>\$ 35,611</u>	<u>\$ 838,454</u>
LIABILITIES							
Accounts payable	\$ 4,404		\$ 282				\$ 4,686
Accrued salaries and benefits	1,805						1,805
Total liabilities	<u>6,209</u>	<u>\$ 0</u>	<u>282</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>6,491</u>
DEFERRED INFLOWS OF RESOURCES							
Unavailable revenue - property taxes					11,696		11,696
Total deferred inflows of resources	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>11,696</u>	<u>0</u>	<u>11,696</u>
FUND BALANCES							
Restricted for:							
Debt service					420,171		420,171
Committed for:							
Working capital	39,333	26,117	7,736				73,186
Assigned for:							
Special revenue fund operations	146,100	29,798	88,801				264,699
Capital projects				26,600			26,600
Debt service						35,611	35,611
Total fund balances	<u>185,433</u>	<u>55,915</u>	<u>96,537</u>	<u>26,600</u>	<u>420,171</u>	<u>35,611</u>	<u>820,267</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 191,642</u>	<u>\$ 55,915</u>	<u>\$ 96,819</u>	<u>\$ 26,600</u>	<u>\$ 431,867</u>	<u>\$ 35,611</u>	<u>\$ 838,454</u>

CITY OF MOSCOW, IDAHO

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES -
NONMAJOR GOVERNMENTAL FUNDS
Year Ended September 30, 2021

	MSD Community Playfields	Special Revenue 1912 Center	Transit Center	Capital Projects LID Construction	Debt Service Bond and Interest	Special Assessments	Totals
REVENUES							
Property taxes					\$ 1,062,032		\$ 1,062,032
Intergovernmental	\$ 64,209						64,209
Charges for services			\$ 38,783				38,783
Special assessments						\$ 5,964	5,964
Investment earnings	(868)	\$ (266)	(451)	\$ 160	379		(1,046)
Other			170			(162)	8
Total revenues	<u>63,341</u>	<u>(266)</u>	<u>38,502</u>	<u>160</u>	<u>1,062,411</u>	<u>5,802</u>	<u>1,169,950</u>
EXPENDITURES							
Current							
General government					450		450
Recreation and culture	100,091	102,033					202,124
Transportation			21,836				21,836
Debt service							
Principal retirement					735,000		735,000
Interest					273,340		273,340
Total expenditures	<u>100,091</u>	<u>102,033</u>	<u>21,836</u>	<u>0</u>	<u>1,008,790</u>	<u>0</u>	<u>1,232,750</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>(36,750)</u>	<u>(102,299)</u>	<u>16,666</u>	<u>160</u>	<u>53,621</u>	<u>5,802</u>	<u>(62,800)</u>
OTHER FINANCING SOURCES (USES)							
Transfers in	64,088	106,100					170,188
Transfers out	(4,011)	(1,466,809)					(1,470,820)
Capital contributions		1,466,809					1,466,809
Total other financing sources (uses)	<u>60,077</u>	<u>106,100</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>166,177</u>
NET CHANGES IN FUND BALANCES	<u>23,327</u>	<u>3,801</u>	<u>16,666</u>	<u>160</u>	<u>53,621</u>	<u>5,802</u>	<u>103,377</u>
FUND BALANCES AT BEGINNING OF YEAR	<u>162,106</u>	<u>52,114</u>	<u>79,871</u>	<u>26,440</u>	<u>366,550</u>	<u>29,809</u>	<u>716,890</u>
FUND BALANCES AT END OF YEAR	<u>\$ 185,433</u>	<u>\$ 55,915</u>	<u>\$ 96,537</u>	<u>\$ 26,600</u>	<u>\$ 420,171</u>	<u>\$ 35,611</u>	<u>\$ 820,267</u>

CITY OF MOSCOW, IDAHO

MSD COMMUNITY PLAYFIELDS

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGETARY BASIS - BUDGET AND ACTUAL
Year Ended September 30, 2021

	Budget	Actual	Variance Favorable (Unfavorable)
REVENUES			
Intergovernmental	\$ 64,089	\$ 64,209	\$ 120
Investment earnings		(868)	(868)
Total revenues	<u>64,089</u>	<u>63,341</u>	<u>(748)</u>
EXPENDITURES			
Recreation and culture	<u>144,271</u>	<u>100,091</u>	<u>44,180</u>
Total expenditures	<u>144,271</u>	<u>100,091</u>	<u>44,180</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>(80,182)</u>	<u>(36,750)</u>	<u>43,432</u>
OTHER FINANCING SOURCES (USES)			
Transfers in	64,088	64,088	
Transfers out	(4,011)	(4,011)	
Total other financing sources (uses)	<u>60,077</u>	<u>60,077</u>	<u>0</u>
NET CHANGES IN FUND BALANCES	(20,105)	23,327	43,432
FUND BALANCES AT BEGINNING OF YEAR	<u>20,105</u>	<u>162,106</u>	<u>142,001</u>
FUND BALANCES AT END OF YEAR	<u>\$ 0</u>	<u>\$ 185,433</u>	<u>\$ 185,433</u>

CITY OF MOSCOW, IDAHO

1912 CENTER

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGETARY BASIS - BUDGET AND ACTUAL
Year Ended September 30, 2021

	Budget	Actual	Variance Favorable (Unfavorable)
REVENUES			
Investment earnings		\$ (266)	\$ (266)
Total revenues	\$ 0	(266)	(266)
EXPENDITURES			
Recreation and culture	106,100	102,033	4,067
Total expenditures	106,100	102,033	4,067
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(106,100)	(102,299)	3,801
OTHER FINANCING SOURCES (USES)			
Transfers in	106,100	106,100	
Total other financing sources (uses)	106,100	106,100	0
NET CHANGES IN FUND BALANCES	0	3,801	3,801
FUND BALANCES AT BEGINNING OF YEAR	0	52,114	52,114
FUND BALANCES AT END OF YEAR	\$ 0	\$ 55,915	\$ 55,915

CITY OF MOSCOW, IDAHO

TRANSIT CENTER

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGETARY BASIS - BUDGET AND ACTUAL
Year Ended September 30, 2021

	Budget	Actual	Variance Favorable (Unfavorable)
REVENUES			
Charges for services	\$ 19,813	\$ 38,783	\$ 18,970
Investment earnings		(451)	(451)
Other		170	170
Total revenues	<u>19,813</u>	<u>38,502</u>	<u>18,689</u>
EXPENDITURES			
Transportation	<u>29,626</u>	<u>21,836</u>	<u>7,790</u>
Total expenditures	<u>29,626</u>	<u>21,836</u>	<u>7,790</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>(9,813)</u>	<u>16,666</u>	<u>26,479</u>
NET CHANGES IN FUND BALANCES	(9,813)	16,666	26,479
FUND BALANCES AT BEGINNING OF YEAR	<u>9,813</u>	<u>79,871</u>	<u>70,058</u>
FUND BALANCES AT END OF YEAR	<u>\$ 0</u>	<u>\$ 96,537</u>	<u>\$ 96,537</u>

CITY OF MOSCOW, IDAHO

LID CONSTRUCTION

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGETARY BASIS - BUDGET AND ACTUAL
Year Ended September 30, 2021

	Budget	Actual	Variance Favorable (Unfavorable)
REVENUES			
Investment earnings	\$ 2,000	\$ 160	\$ (1,840)
Total revenues	<u>2,000</u>	<u>160</u>	<u>(1,840)</u>
EXPENDITURES			
Capital outlay	29,166		29,166
Total expenditures	<u>29,166</u>	<u>0</u>	<u>29,166</u>
NET CHANGES IN FUND BALANCES	(27,166)	160	27,326
FUND BALANCES AT BEGINNING OF YEAR	<u>27,166</u>	<u>26,440</u>	<u>(726)</u>
FUND BALANCES AT END OF YEAR	<u>\$ 0</u>	<u>\$ 26,600</u>	<u>\$ 26,600</u>

CITY OF MOSCOW, IDAHO

BOND AND INTEREST

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGETARY BASIS - BUDGET AND ACTUAL
Year Ended September 30, 2021

	Budget	Actual	Variance Favorable (Unfavorable)
REVENUES			
Property taxes	\$ 1,046,400	\$ 1,062,032	\$ 15,632
Investment earnings	1,000	379	(621)
Total revenues	<u>1,047,400</u>	<u>1,062,411</u>	<u>15,011</u>
EXPENDITURES			
General government	300	450	(150)
Debt service			
Principal retirement	735,000	735,000	
Interest	<u>311,400</u>	<u>273,340</u>	<u>38,060</u>
Total expenditures	<u>1,046,700</u>	<u>1,008,790</u>	<u>37,910</u>
NET CHANGES IN FUND BALANCES	700	53,621	52,921
FUND BALANCES AT BEGINNING OF YEAR	<u>(700)</u>	<u>366,550</u>	<u>367,250</u>
FUND BALANCES AT END OF YEAR	<u>\$ 0</u>	<u>\$ 420,171</u>	<u>\$ 420,171</u>

CITY OF MOSCOW, IDAHO

SPECIAL ASSESSMENTS

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGETARY BASIS - BUDGET AND ACTUAL
Year Ended September 30, 2021

	Budget	Actual	Variance Favorable (Unfavorable)
REVENUES			
Special assessments	\$ 1,162	\$ 5,964	\$ 4,802
Other		(162)	(162)
Total revenues	<u>1,162</u>	<u>5,802</u>	<u>4,640</u>
EXPENDITURES			
Total expenditures	<u>0</u>	<u>0</u>	<u>0</u>
EXCESS OF REVENUES OVER EXPENDITURES	<u>1,162</u>	<u>5,802</u>	<u>4,640</u>
NET CHANGES IN FUND BALANCES	1,162	5,802	4,640
FUND BALANCES AT BEGINNING OF YEAR	<u>(1,162)</u>	<u>29,809</u>	<u>30,971</u>
FUND BALANCES AT END OF YEAR	<u>\$ 0</u>	<u>\$ 35,611</u>	<u>\$ 35,611</u>

CITY OF MOSCOW, IDAHO

ENTERPRISE FUNDS

Water Fund – To account for the provision of water services to the residents of the City. All activities necessary to provide such services are accounted for in this fund, including, but not limited to, administration, operations, maintenance, billing, and collection.

Sewer Fund – To account for the provision of sewer services to the residents of the City. All activities necessary to provide such services are accounted for in this fund, including, but not limited to, administration, operations, maintenance, billing, and collection.

Sanitation Fund – To account for the provision of sanitation and related services to the residents of the City. All activities necessary to provide such services are accounted for in this fund, but not limited to, operations, billing, collecting, franchising, and contracted operations.

CITY OF MOSCOW, IDAHO

WATER

SCHEDULE OF REVENUES, EXPENSES, AND CHANGES
IN FUND BALANCE - BUDGETARY BASIS - BUDGET AND ACTUAL
Year Ended September 30, 2021

	Budget	Actual	Variance Favorable (Unfavorable)
REVENUES			
Charges for services	\$ 6,246,744	\$ 6,515,602	\$ 268,858
Investment revenues (losses)	45,000	17,497	(27,503)
Other	201,395	307,869	106,474
Total revenues	<u>6,493,139</u>	<u>6,840,968</u>	<u>347,829</u>
EXPENSES			
Current			
Water distribution	3,230,080	2,646,121	583,959
Debt service			
Interest		94,266	(94,266)
Capital outlay	5,617,756	3,717,577	1,900,179
Total expenses	<u>8,847,836</u>	<u>6,457,964</u>	<u>2,389,872</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>(2,354,697)</u>	<u>383,004</u>	<u>2,737,701</u>
OTHER FINANCING SOURCES (USES)			
Transfers in	1,709,826	3,600,238	1,890,412
Transfers out	(3,548,786)	(5,582,742)	(2,033,956)
Total other financing sources (uses)	<u>(1,838,960)</u>	<u>(1,982,504)</u>	<u>(143,544)</u>
NET CHANGES IN FUND BALANCES	<u>(4,193,657)</u>	<u>(1,599,500)</u>	<u>2,594,157</u>
FUND BALANCE, BEGINNING OF YEAR	<u>4,193,657</u>	<u>3,993,215</u>	<u>(200,442)</u>
FUND BALANCE, END OF YEAR	<u>\$ 0</u>	<u>\$ 2,393,715</u>	<u>\$ 2,393,715</u>
RECONCILIATION OF CHANGES IN FUND BALANCE - BUDGETARY BASIS TO CHANGE IN NET POSITION			
Net changes in fund balances - budgetary basis		\$ (1,599,500)	
BUDGETED EXPENSES, WHICH DO NOT AFFECT NET POSITION			
Capital outlay		3,717,577	
NONCASH, NONBUDGET ACTIVITY, WHICH AFFECTS NET POSITION			
Capital contributions		461,993	
PERSI retirement actuarial charges		118,251	
Depreciation		(521,408)	
CHANGE IN NET POSITION		<u>\$ 2,176,913</u>	

CITY OF MOSCOW, IDAHO

SEWER

SCHEDULE OF REVENUES, EXPENSES, AND CHANGES
IN FUND BALANCE - BUDGETARY BASIS - BUDGET AND ACTUAL
Year Ended September 30, 2021

	Budget	Actual	Variance Favorable (Unfavorable)
REVENUES			
Charges for services	\$ 8,274,226	\$ 8,322,862	\$ 48,636
Investment revenues (losses)	80,000	40,546	(39,454)
Other	171,168	248,582	77,414
Total revenues	<u>8,525,394</u>	<u>8,611,990</u>	<u>86,596</u>
EXPENSES			
Current			
Sewer collection and treatment	3,609,197	3,147,101	462,096
Debt service			
Principal retirement	980,000	980,000	
Interest	133,346	118,945	14,401
Capital outlay	1,577,864	1,150,754	427,110
Total expenses	<u>6,300,407</u>	<u>5,396,800</u>	<u>903,607</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>2,224,987</u>	<u>3,215,190</u>	<u>990,203</u>
OTHER FINANCING SOURCES (USES)			
Transfers in	2,692,838	1,042,948	(1,649,890)
Transfers out	(4,362,998)	(2,766,508)	1,596,490
Total other financing sources (uses)	<u>(1,670,160)</u>	<u>(1,723,560)</u>	<u>(53,400)</u>
NET CHANGES IN FUND BALANCES	554,827	1,491,630	936,803
FUND BALANCE, BEGINNING OF YEAR	<u>(554,827)</u>	<u>17,199,882</u>	<u>17,754,709</u>
FUND BALANCE, END OF YEAR	<u>\$ 0</u>	<u>\$ 18,691,512</u>	<u>\$ 18,691,512</u>
RECONCILIATION OF CHANGES IN FUND BALANCE - BUDGETARY BASIS TO CHANGE IN NET POSITION			
Net changes in fund balances - budgetary basis		\$ 1,491,630	
BUDGETED EXPENSES, WHICH DO NOT AFFECT NET POSITION			
Debt service principal retirement		980,000	
Capital outlay		1,150,754	
NONCASH, NONBUDGET ACTIVITY, WHICH AFFECTS NET POSITION			
Amortization of issuance costs and bond premium		39,791	
PERSI retirement actuarial charges		113,773	
Capital contributions		468,780	
Depreciation		(1,228,288)	
CHANGE IN NET POSITION		<u>\$ 3,016,440</u>	

CITY OF MOSCOW, IDAHO

SANITATION

SCHEDULE OF REVENUES, EXPENSES, AND CHANGES
IN FUND BALANCE - BUDGETARY BASIS - BUDGET AND ACTUAL
Year Ended September 30, 2021

	Budget	Actual	Variance Favorable (Unfavorable)
REVENUES			
Charges for services	\$ 6,211,238	\$ 6,412,557	\$ 201,319
Investment revenues (losses)	65,000	37,783	(27,217)
Other	24,250	23,750	(500)
Total revenues	<u>6,300,488</u>	<u>6,474,090</u>	<u>173,602</u>
EXPENSES			
Current			
Collection services	2,396,657	2,477,847	(81,190)
Transfer station	2,271,059	1,989,097	281,962
Recycling and compost	273,277	210,772	62,505
Capital outlay	6,662,522	100,309	6,562,213
Total expenses	<u>11,603,515</u>	<u>4,778,025</u>	<u>6,825,490</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>(5,303,027)</u>	<u>1,696,065</u>	<u>6,999,092</u>
OTHER FINANCING SOURCES (USES)			
Transfers in	381,481		(381,481)
Transfers out	(1,431,931)	(1,136,359)	295,572
Total other financing sources (uses)	<u>(1,050,450)</u>	<u>(1,136,359)</u>	<u>(85,909)</u>
NET CHANGES IN FUND BALANCES	<u>(6,353,477)</u>	<u>559,706</u>	<u>6,913,183</u>
FUND BALANCE, BEGINNING OF YEAR	<u>6,353,477</u>	<u>9,758,966</u>	<u>3,405,489</u>
FUND BALANCE, END OF YEAR	<u>\$ 0</u>	<u>\$ 10,318,672</u>	<u>\$ 10,318,672</u>
RECONCILIATION OF CHANGES IN FUND BALANCE - BUDGETARY BASIS TO CHANGE IN NET POSITION			
Net changes in fund balances - budgetary basis		\$ 559,706	
NONCASH, NONBUDGET ACTIVITY, WHICH AFFECTS NET POSITION			
Capital contributions		100,309	
PERSI retirement actuarial charges		14,054	
Depreciation		(27,888)	
Post closure care costs		<u>(13,725)</u>	
CHANGE IN NET POSITION		<u>\$ 632,456</u>	

CITY OF MOSCOW, IDAHO

INTERNAL SERVICE FUNDS

Internal service funds are used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the government and to other government units on a cost reimbursement basis.

Fleet Management Fund – This fund is used to account for the costs of operating the City's motorized equipment.

Information Systems Fund – This fund is used to account for the costs and operations of the computer hardware, software, and networking system within the City.

CITY OF MOSCOW, IDAHO

INTERNAL SERVICE FUNDS

COMBINING STATEMENT OF NET POSITION
September 30, 2021

	Fleet Management	Information Systems	Total
ASSETS			
CURRENT ASSETS			
Cash		\$ 10,000	\$ 10,000
Investments	\$ 5,227,902	4,628,024	9,855,926
Accounts receivable	2,327	3,291	5,618
Interfund receivable		250,000	250,000
Total current assets	5,230,229	4,891,315	10,121,544
CAPITAL ASSETS			
Land	47,000		47,000
Construction in progress	32,812		32,812
Buildings and improvements	255,275		255,275
Vehicles	7,204,748		7,204,748
Equipment	3,070,928	1,449,741	4,520,669
Accumulated depreciation	(6,282,151)	(1,112,163)	(7,394,314)
Total capital assets	4,328,612	337,578	4,666,190
Total assets	9,558,841	5,228,893	14,787,734
DEFERRED OUTFLOWS OF RESOURCES			
Defined benefit pension	72,366	96,701	169,067
LIABILITIES			
Accounts payable	41,940	127,440	169,380
Compensated absences payable	26,747	42,863	69,610
Unearned revenue	600,000		600,000
Net pension liability	6,233	(51,667)	(45,434)
Total liabilities	674,920	118,636	793,556
DEFERRED INFLOWS OF RESOURCES			
Defined benefit pension	156,571	255,891	412,462
NET POSITION			
Net investment in capital assets	4,328,612	337,578	4,666,190
Restricted for future capital purchases	4,469,104	4,610,989	9,080,093
Reserved for VEBA proceeds	2,000	2,500	4,500
Total net position	\$ 8,799,716	\$ 4,951,067	\$ 13,750,783

CITY OF MOSCOW, IDAHO

INTERNAL SERVICE FUNDS

COMBINING STATEMENT OF REVENUES, EXPENSES, AND
CHANGES IN NET POSITION
Year Ended September 30, 2021

	Fleet Management	Information Systems	Total
OPERATING REVENUES			
Charges for services	\$ 934,554	\$ 1,347,061	\$ 2,281,615
Operating grants		143,234	143,234
Total operating revenues	934,554	1,490,295	2,424,849
OPERATING EXPENSES			
Costs of services	418,249	856,817	1,275,066
Administration	293,302	520,783	814,085
Depreciation	681,744	67,200	748,944
Total operating expenses	1,393,295	1,444,800	2,838,095
OPERATING INCOME (LOSS)	(458,741)	45,495	(413,246)
NONOPERATING REVENUES (EXPENSES)			
Investment earnings	7,333	3,015	10,348
Net pension expense (revenue)	29,378	51,588	80,966
Gain (loss) on disposition of assets	42,208		42,208
Total nonoperating revenues (expenses)	78,919	54,603	133,522
NET INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	(379,822)	100,098	(279,724)
CONTRIBUTIONS AND TRANSFERS			
Transfers in	360,109	1,923,380	2,283,489
Transfers out	(1,200)	(1,063)	(2,263)
Total contributions and transfers	358,909	1,922,317	2,281,226
CHANGE IN NET POSITION	(20,913)	2,022,415	2,001,502
NET POSITION AT BEGINNING OF YEAR	8,820,629	2,928,652	11,749,281
NET POSITION AT END OF YEAR	\$ 8,799,716	\$ 4,951,067	\$ 13,750,783

CITY OF MOSCOW, IDAHO

INTERNAL SERVICE FUNDS

COMBINING STATEMENT OF CASH FLOWS

Year Ended September 30, 2021

	Fleet Management	Information Systems	Total
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from customers and users	\$ 1,548,730	\$ 1,237,811	\$ 2,786,541
Payments to suppliers	(410,987)	(862,484)	(1,273,471)
Payments to employees	(285,297)	(525,612)	(810,909)
Payments from other City funds		250,000	250,000
Net cash provided by operating activities	852,446	99,715	952,161
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES			
Transfers to other funds	(1,200)	(1,063)	(2,263)
Transfers from other funds	360,109	1,923,380	2,283,489
Net cash provided by noncapital financing activities	358,909	1,922,317	2,281,226
CASH FLOWS FROM CAPITAL FINANCING ACTIVITIES			
Acquisition and construction of capital assets	(568,753)	(154,574)	(723,327)
Sale of capital assets	219,488		219,488
Net cash used by capital financing activities	(349,265)	(154,574)	(503,839)
CASH FLOWS FROM INVESTING ACTIVITIES			
Net investment activity in local government investment pool	(869,423)	(1,870,473)	(2,739,896)
Interest received	7,333	3,015	10,348
Net cash used by investing activities	(862,090)	(1,867,458)	(2,729,548)
Net change in cash	0	0	0
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	0	10,000	10,000
CASH AND CASH EQUIVALENTS AT END OF YEAR	\$ 0	\$ 10,000	\$ 10,000
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY OPERATING ACTIVITIES			
Operating income (loss)	\$ (458,741)	\$ 45,495	\$ (413,246)
Adjustment to reconcile operating income (loss) to net cash provided by operating activities:			
Depreciation	681,744	67,200	748,944
Changes in:			
Accounts receivable	14,176	(2,484)	11,692
Accounts payable	7,262	(5,667)	1,595
Payroll payable	1,201	1,500	2,701
Unearned Revenue	600,000		600,000
Other assets and liabilities	6,804	(6,329)	475
Net cash provided by operating activities	\$ 852,446	\$ 99,715	\$ 952,161
NONCASH INVESTING, CAPITAL, AND FINANCING ACTIVITIES	\$ 0	\$ 0	\$ 0



STATISTICAL SECTION

City of Moscow, Idaho
Statistical Section
(Unaudited)

This part of the City of Moscow's comprehensive annual financial report presents detailed information as a context for understanding what information in the financial statements, note disclosures, and required supplementary information says about the City's overall health.

<u>Contents</u>	<u>Page</u>
Financial Trends	105
These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.	
Revenue Capacity	109
These schedules contain information to help the reader assess the factors affecting the City's ability to generate its property and sales taxes.	
Debt Capacity	114
These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.	
Demographic and Economic Information	122
These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place and to help make comparisons over time and with other governments.	
Operating Information	124
These schedules contain information about the City's operations and resources to help the reader understand how the City's financial information relates to the services the City provides and the activities it performs.	
Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year. The City implemented Statement No. 34 in 2003; schedules presenting government-wide information include information beginning in that year.	

Schedule 1
City of Moscow
Net Position by Component
Last Ten Fiscal Years
(accrual basis of accounting)

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Governmental Activities										
Net Investment in capital assets	\$36,409,650	\$40,070,407	\$40,493,773	\$40,477,275	\$42,402,937	\$42,494,877	\$44,171,088	\$38,800,498	\$39,815,325	\$49,573,717
Restricted	7,727,972	5,181,571	3,712,913	3,384,248	3,323,418	3,143,511	2,896,395	11,507,641	3,009,701	2,854,415
Unrestricted	12,453,146	12,185,720	12,733,987	10,532,614	11,817,712	13,849,018	14,772,529	13,649,830	22,322,832	21,586,415
Total governmental activities net position	\$56,590,768	\$57,437,698	\$56,940,673	\$54,394,137	\$57,544,067	\$59,487,406	\$61,840,012	\$63,957,969	\$65,147,858	\$74,014,547
Business-type Activities										
Net Investment in capital assets	\$16,125,340	\$23,293,354	\$22,981,577	\$23,171,378	\$24,625,818	\$26,256,354	\$28,553,421	\$29,036,370	\$30,917,443	\$34,038,247
Restricted	11,501,432	9,425,133	11,049,524	13,488,693	14,709,203	15,622,009	16,385,982	20,093,558	27,984,651	28,754,412
Unrestricted	11,675,782	6,347,830	7,200,725	6,785,652	7,940,392	10,367,567	13,429,605	15,072,677	10,106,131	12,041,375
Total business-type activities net position	\$39,302,554	\$39,066,317	\$41,231,826	\$43,445,723	\$47,275,413	\$52,245,930	\$58,369,008	\$64,202,605	\$69,008,225	\$74,834,034
Primary Government										
Net Investment in capital assets	\$52,534,990	\$63,363,761	\$63,475,350	\$63,648,653	\$67,028,755	\$68,751,231	\$72,724,509	\$67,836,868	\$70,732,768	\$83,611,964
Restricted	19,229,404	14,606,704	14,762,437	16,872,941	18,032,621	18,765,520	19,282,377	31,601,199	30,994,352	31,608,827
Unrestricted	24,128,928	18,533,550	19,934,712	17,318,266	19,758,104	24,216,585	28,202,134	28,722,507	32,428,963	33,627,790
Total primary government net position	\$95,893,322	\$96,504,015	\$98,172,499	\$97,839,860	\$104,819,480	\$111,733,336	\$120,209,020	\$128,160,574	\$134,156,083	\$148,848,581

Schedule 2
City of Moscow
Changes in Net Position, Last Ten Fiscal Years
(accrual basis of accounting)

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Expenses										
Governmental Activities:										
General Government	\$ 4,945,309	\$ 5,341,376	\$ 5,281,476	\$ 5,805,926	\$ 5,976,857	\$ 5,954,035	\$ 6,466,636	\$ 6,644,788	\$ 7,292,640	\$ 6,653,388
Public Safety	6,201,626	6,496,491	6,800,673	6,464,442	6,944,507	7,241,400	7,224,416	7,692,487	7,691,147	6,914,806
Highways and Streets	2,382,445	2,419,077	2,433,113	2,315,481	2,342,327	2,470,955	3,339,330	3,459,802	5,567,489	3,215,785
Culture and Recreation	2,547,535	2,698,801	4,155,402	3,290,306	3,139,717	3,127,109	3,268,196	3,559,033	3,285,072	3,318,368
Interest on long-term debt	198,135	88,955	21,818	15,667	9,367	2,767	(15,016)	142,962	317,933	227,044
Total governmental activities expenses	16,275,250	17,644,700	18,692,482	17,891,822	18,412,775	18,796,266	20,283,562	21,499,072	24,154,281	20,329,391
Business-type Activities:										
Water	2,167,845	2,491,769	2,360,525	2,458,962	2,611,387	2,806,438	2,673,222	3,064,916	3,353,170	3,143,544
Sewer	4,201,283	4,184,113	4,098,168	4,143,042	4,124,504	4,339,398	4,143,667	4,277,695	4,663,589	4,380,561
Sanitation	3,293,355	3,382,736	3,483,895	3,551,475	4,217,918	4,025,778	4,236,772	4,378,824	4,615,299	4,705,275
Total business-type activities expenses	9,662,483	10,058,608	9,942,588	10,153,479	10,953,809	11,171,614	11,053,661	11,721,435	12,632,058	12,229,380
Total primary government expenses	\$ 25,937,733	\$ 27,103,308	\$ 28,665,070	\$ 28,045,301	\$ 29,366,584	\$ 29,967,880	\$ 31,337,223	\$ 33,220,507	\$ 36,786,339	\$ 32,558,771
Program Revenues										
Governmental Activities:										
Charges for Services										
General Government	\$ 2,389,608	\$ 2,623,494	\$ 2,747,042	\$ 2,907,289	\$ 3,164,056	\$ 3,273,252	\$ 3,134,796	\$ 3,167,669	\$ 3,675,275	\$ 3,604,013
Public Safety	1,422,045	1,472,645	1,444,003	1,491,064	1,544,973	1,544,445	1,547,700	1,692,402	1,689,153	1,790,901
Highways and Streets	362,741	376,172	375,408	395,542	350,384	370,228	424,833	347,716	345,030	345,572
Culture and Recreation	479,988	536,199	556,033	606,125	621,210	618,688	609,665	612,998	222,216	574,630
Operating grants and contributions	1,320,827	1,243,432	1,132,968	1,079,178	1,298,086	1,311,307	1,327,481	1,635,086	1,264,612	2,439,586
Capital grants and contributions	1,717,194	901,822	374,551	331,494	1,671,816	469,146	1,540,153	891,274	948,620	2,694,086
Total governmental activities program revenues	7,692,403	7,153,764	6,630,005	6,710,642	8,650,525	7,587,066	8,584,628	8,347,145	8,144,906	11,448,788
Business-type Activities:										
Charges for services:										
Water	3,612,455	3,824,909	4,254,140	4,642,230	4,838,492	5,212,423	5,475,945	5,836,424	5,872,184	6,526,141
Sewer	5,313,012	5,637,708	5,899,493	6,404,742	6,916,401	7,288,980	7,615,300	8,086,780	8,336,185	8,379,330
Sanitation	4,559,412	4,652,289	4,732,247	4,837,037	5,374,754	5,681,081	5,927,039	6,270,995	6,271,840	6,436,307
Capital grants and contributions	-	325,300	385,780	578,893	830,553	1,073,806	1,362,238	1,288,501	860,185	1,460,008
Total business-type activities program revenues	13,484,879	14,440,206	15,271,660	16,462,902	17,960,200	19,255,290	20,380,522	21,482,700	21,340,394	22,801,786
Total primary government program revenues	\$ 21,177,282	\$ 21,593,970	\$ 21,901,665	\$ 23,173,544	\$ 26,610,725	\$ 26,842,356	\$ 28,965,150	\$ 29,829,845	\$ 29,485,300	\$ 34,250,574
Net (Expense) Revenue										
Governmental activities	\$ (8,582,847)	\$ (9,890,936)	\$ (12,062,477)	\$ (11,181,180)	\$ (9,762,250)	\$ (11,209,200)	\$ (11,698,934)	\$ (13,151,927)	\$ (16,009,375)	\$ (8,880,603)
Business-type activities	3,822,396	4,381,598	5,299,072	6,309,423	7,006,391	8,086,676	9,326,861	9,761,265	8,708,336	10,572,406
Total primary government net expense	\$ (4,760,451)	\$ (5,509,338)	\$ (6,763,405)	\$ (4,871,757)	\$ (2,755,859)	\$ (3,122,524)	\$ (2,372,073)	\$ (3,390,662)	\$ (7,301,039)	\$ 1,691,803
General Revenues and Other Changes in Net Position										
Governmental Activities:										
Taxes										
Property taxes	\$ 4,693,300	\$ 4,802,665	\$ 4,761,924	\$ 5,284,721	\$ 5,482,880	\$ 5,591,688	\$ 5,764,448	\$ 5,722,147	\$ 7,259,097	\$ 7,437,427
Sales taxes	390,548	430,383	457,009	500,820	544,653	584,051	638,480	682,884	771,140	2,573,291
Franchise taxes	1,212,950	1,185,047	1,266,728	1,280,494	1,219,095	1,251,646	1,262,269	1,238,435	1,267,438	1,306,722
Motor fuel taxes	-	-	-	-	-	-	-	-	-	-
Road and bridge taxes	614,908	615,408	664,933	660,172	662,056	694,538	720,706	773,985	821,804	854,704
Alcoholic beverage taxes	498,474	531,200	538,509	534,229	574,509	581,702	578,182	581,851	607,913	659,823
State Revenue Sharing	756,456	835,811	880,409	920,257	951,454	985,311	1,039,711	1,079,643	1,180,613	-
Unrestricted investment earnings	375,942	(550,894)	(20,799)	134,149	63,281	114,647	330,119	453,622	558,186	30,694
Gain (loss) on sale of capital assets	7,103	5,900	14,891	28,708	60,140	21,873	32,833	26,921	(37,513)	42,208
Transfers	2,866,074	2,917,040	3,001,848	3,199,481	3,354,112	3,327,083	3,684,792	4,710,392	4,738,894	4,842,423
Total governmental activities	11,415,755	10,772,560	11,565,452	12,543,031	12,912,180	13,152,539	14,051,540	15,269,884	17,167,572	17,747,292
Business-type Activities:										
Unrestricted investment earnings	149,679	(1,349,877)	(131,715)	47,469	147,036	216,526	483,871	779,973	836,178	85,826
Gain (loss) on sale of capital assets	23,557	(15,565)	-	-	30,375	(5,602)	(2,862)	2,750	-	-
Transfers	(2,866,074)	(2,917,040)	(3,001,848)	(3,199,481)	(3,354,112)	(3,327,083)	(3,684,792)	(4,710,391)	(4,738,894)	(4,842,423)
Total business-type activities	(2,692,838)	(4,282,482)	(3,133,563)	(3,152,012)	(3,176,701)	(3,116,159)	(3,203,783)	(3,927,668)	(3,902,716)	(4,746,597)
Total primary government activities	\$ 8,722,917	\$ 6,490,078	\$ 8,431,889	\$ 9,391,019	\$ 9,735,479	\$ 10,036,380	\$ 10,847,757	\$ 11,342,216	\$ 13,264,856	\$ 13,000,695
Changes in Net Assets										
Governmental activities	\$ 2,832,908	\$ 881,624	\$ (497,025)	\$ 1,361,851	\$ 3,149,930	\$ 1,943,339	\$ 2,352,606	\$ 2,117,957	\$ 1,158,197	\$ 8,866,689
Business-type activities	1,129,558	99,116	2,165,509	3,157,411	3,829,690	4,970,517	6,123,078	5,833,597	4,805,620	5,825,809
Total Changes in Net Assets	\$ 3,962,466	\$ 980,740	\$ 1,668,484	\$ 4,519,262	\$ 6,979,620	\$ 6,913,856	\$ 8,475,684	\$ 7,951,554	\$ 5,963,817	\$ 14,692,498

Notes: Water and Sewer rates have risen the last years raising capital to replace aging infrastructure and to meet DEQ requirements.
GASB 62, 63 and 65 implemented in 2013. GASB 68 implemented 2015.
State Sales Tax Revenue Sharing was reclassified to Sales Tax from State Revenue Sharing in FY2021.

Schedule 3
City of Moscow
Fund Balances, Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
General Fund										
Reserved										
Unreserved										
Committed	\$ 3,075,627	\$ 3,241,280	\$ 3,437,542	\$ 3,720,197	\$ 3,744,137	\$ 3,886,546	\$ 4,060,783	\$ 4,290,902	\$ 4,319,648	\$ 4,739,782
Assigned	437,956	476,974	490,637	487,064	545,323	559,884	547,943	534,964	699,313	828,665
Unassigned	752,267	795,009	1,183,746	1,277,946	862,002	714,414	823,972	808,652	844,904	1,672,396
107 Total General Fund	<u>\$ 4,265,850</u>	<u>\$ 4,513,263</u>	<u>\$ 5,111,925</u>	<u>\$ 5,485,207</u>	<u>\$ 5,151,462</u>	<u>\$ 5,160,844</u>	<u>\$ 5,432,698</u>	<u>\$ 5,634,518</u>	<u>\$ 5,863,865</u>	<u>\$ 7,240,843</u>
All Other Governmental Funds										
Reserved										
Unreserved, reported in										
Special Revenue funds										
Capital Projects funds										
Restricted	\$ 7,727,972	\$ 5,181,571	\$ 3,712,913	\$ 3,384,249	\$ 3,323,418	\$ 3,143,511	\$ 2,957,383	\$ 11,573,632	\$ 3,066,028	\$ 2,946,301
Committed	1,393,546	1,362,461	1,424,911	1,631,906	1,660,792	1,725,624	1,785,525	1,734,791	1,529,990	1,687,237
Assigned	4,649,916	3,984,277	3,773,211	4,245,775	5,157,474	5,767,128	6,027,391	4,344,973	12,002,095	6,366,242
Total all other governmental funds	<u>\$ 13,771,434</u>	<u>\$ 10,528,309</u>	<u>\$ 8,911,035</u>	<u>\$ 9,261,930</u>	<u>\$ 10,141,684</u>	<u>\$ 10,636,263</u>	<u>\$ 10,770,299</u>	<u>\$ 17,653,396</u>	<u>\$ 16,598,113</u>	<u>\$ 10,999,780</u>

Schedule 4
City of Moscow
Changes in Fund Balances, Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Revenues										
Taxes (see Schedule 5)	\$ 8,207,431	\$ 7,551,451	\$ 7,694,866	\$ 8,309,668	\$ 8,474,296	\$ 8,695,726	\$ 8,965,204	\$ 9,030,688	\$ 10,694,924	\$ 12,829,065
Licenses and permits	544,888	577,975	647,832	548,931	618,929	867,280	811,174	610,553	744,375	923,713
Intergovernmental	2,987,504	2,923,272	2,323,954	2,313,180	3,163,132	2,663,392	3,632,762	2,982,593	3,528,136	3,188,553
Charges for services	1,931,040	2,058,924	2,137,979	2,204,958	2,231,946	2,289,409	2,346,564	2,392,539	2,045,865	2,462,806
Fines and penalties	180,897	217,219	148,082	163,279	161,804	131,705	124,657	163,804	127,825	175,352
Special Assessments	40,001	32,094	22,890	15,424	12,874	36,303	9,139	3,121	5,549	5,964
Investment earnings	353,974	(571,401)	(20,799)	134,149	63,281	96,597	247,830	332,600	443,121	20,508
Contributions and donations	65,599	61,067	66,311	43,054	36,852	62,123	155,093	70,517	32,299	503,001
Refunds and reimbursements	124,237	125,918	46,777	150,580	387,464	167,131	119,726	218,423	188,172	186,988
Other revenues	114,879	131,512	113,091	132,422	81,560	84,637	112,379	69,978	67,214	110,591
Total revenues	14,550,450	13,108,031	13,180,983	14,015,645	15,232,138	15,094,303	16,524,528	15,874,816	17,877,480	20,406,541
Expenditures										
General government	3,366,800	3,582,926	3,590,713	4,148,625	4,252,336	4,268,791	4,496,326	4,437,178	3,605,469	3,174,489
Public Safety	5,858,719	6,122,309	6,451,874	6,362,551	6,635,677	6,980,553	6,878,441	7,568,343	7,860,743	6,778,980
Recreation and Culture	2,063,728	2,213,149	3,663,432	2,780,859	2,596,231	2,602,558	2,719,025	2,957,406	2,618,343	2,818,449
Transportation	1,665,048	1,716,872	1,661,474	1,522,566	1,433,275	1,553,472	1,702,201	1,644,189	1,700,111	1,822,575
Capital Outlay	3,281,597	2,197,734	1,244,419	813,568	2,016,366	1,370,507	3,118,153	5,542,415	4,604,942	11,036,141
Debt Service										
Principal	2,135,000	2,655,000	205,000	210,000	220,000	225,000	235,000	0	680,000	735,000
Interest	204,212	99,988	32,850	26,700	20,400	13,800	7,050	121,528	314,288	273,340
Bond issuance costs	39,650	-	-	-	-	-	-	-	-	-
Total expenditures	18,614,754	18,587,978	16,849,762	15,864,869	17,174,285	17,014,681	19,156,196	22,271,059	21,383,896	26,638,974
Excess of revenues over (under) expenditures	(4,064,304)	(5,479,947)	(3,668,779)	(1,849,224)	(1,942,147)	(1,920,378)	(2,631,668)	(6,396,243)	(3,506,416)	(6,232,433)
Other Financing Sources (Uses)										
Transfers in	5,848,285	7,971,794	5,498,722	6,307,498	7,040,578	7,138,333	8,210,203	10,258,856	17,963,833	9,752,090
Transfers out	(3,619,386)	(5,487,559)	(2,959,311)	(3,734,097)	(4,522,422)	(4,707,834)	(5,172,645)	(6,539,225)	(15,315,045)	(7,741,012)
Capital Contributions	-	-	110,756	-	-	-	-	-	-	-
Bond proceeds	1,500,000	-	-	-	-	-	-	8,465,000	-	-
Bond Premiums	88,263	-	-	-	-	-	-	1,296,529	-	-
Gain (loss) on sale of assets	-	-	-	-	-	-	-	-	-	-
Total other financing sources (uses)	3,817,162	2,484,235	2,650,167	2,573,401	2,488,156	2,430,499	3,037,558	13,481,160	2,648,788	2,011,078
Net change in fund balances	\$ (247,142)	\$ (2,995,712)	\$ (1,018,612)	\$ 724,177	\$ 546,009	\$ 510,121	\$ 405,890	\$ 7,084,917	\$ (857,628)	\$ (4,221,355)
Debt service as a percentage of noncapital expenditures	15.51%	16.81%	1.52%	1.57%	1.59%	1.53%	1.51%	0.73%	5.93%	6.46%

Note: General Obligation Bond Series 1998 were refinanced with General Obligation Bond Series 2011 in FY2012.

Schedule 5
City of Moscow
Tax Revenue by Source, Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)
(in thousands)

Fiscal Year	Property	Sales	Franchise	Motor Fuel	Alcoholic Beverage	Road and Bridge	Total
2012	4,693	391	1,213	798	498	615	8,208
2013	4,789	430	1,185	0	531	616	7,551
2014	4,768	457	1,267	0	538	665	7,695
2015	5,334	501	1,280	0	534	660	8,309
2016	5,474	545	1,219	0	574	662	8,474
2017	5,584	584	1,252	0	582	694	8,696
2018	5,766	638	1,262	0	578	721	8,965
2019	5,754	683	1,238	0	582	774	9,031
2020	7,227	771	1,267	0	608	822	10,695
2021	7,434	2573*	1,307	0	660	855	10,256
Change 2012-2021	58.4%	558.1%	7.7%	-100.0%	32.5%	39.0%	25.0%

Note: Motor Fuel was reclassified to Intergovernmental Revenue from Tax Revenue in FY2013.

* State Sales Tax Revenue Sharing was reclassified to Sales Tax from Intergovernmental Revenue in FY2021.

Schedule 6
City of Moscow
Assessed Value and Estimated Actual Value of Taxable Property
Last Ten Fiscal Years
(modified accrual basis of accounting)

Fiscal Year	Residential Property	Commercial Property	Tax-Exempt Property	Personal Property	Personal Property Exemption	Casualty Loss	Developer's Exemption	Total Taxable Assessed Value	Total Direct Tax Rate	Actual Taxable Value
2012	\$ 922,408,081	\$ 386,935,330	\$ 267,489,425	\$ 42,930,185				\$ 1,352,273,596	4.534	\$ 1,084,784,171
2013	927,338,276	391,312,399	263,534,603	44,405,449	\$ 20,248,965		\$ 3,919,725	1,363,056,124	4.436	1,075,352,831
2014	932,844,152	399,914,506	268,523,590	43,696,916	20,083,619		2,944,679	1,376,455,574	4.919	1,084,903,686
2015	915,602,455	344,955,011	279,635,648	33,204,665	19,101,547		2,567,550	1,293,762,131	4.999	992,457,386
2016	983,934,274	417,831,967	303,965,014	43,050,888	19,102,594		2,428,050	1,444,817,129	4.934	1,119,321,471
2017	1,018,588,828	378,333,035	320,038,158	39,226,262	19,037,479	\$ 7,101	1,777,050	1,436,148,125	4.922	1,095,288,337
2018	1,139,902,624	455,419,611	335,165,043	33,872,715	9,834,895	80,446	1,890,135	1,629,194,950	4.487	1,282,224,431
2019	1,241,976,028	497,593,460	345,143,967	33,981,608	9,631,027	36,935	5,043,908	1,773,551,096	5.205	1,413,695,259
2020	1,301,618,958	528,485,963	350,847,533	34,024,705	9,534,216		5,739,645	1,864,129,626	3.926	1,498,008,232
2021	1,424,932,782	545,157,695	438,852,005	34,678,588	9,117,238		3,855,255	2,004,769,065	5.002	1,552,944,567

Note: Latah County assesses property values at 100% of market.
The Idaho State Legislature passed law allowing personal property and developer's tax exemptions in FY2013.

Schedule 7
City of Moscow
Direct and Overlapping Property Tax Rates
Last Ten Fiscal Years

City Direct Rates				Overlapping Rates		
Fiscal Year	Basic Rate	General Obligation Debt Service	Total Direct Rate	Latah County	Moscow School District No. 281 Levy	Other Levy
2012	3.993	0.541	4.534	4.156	7.283	2.693
2013	4.023	0.413	4.436	4.239	7.736	2.783
2014	4.217	0.702	4.919	4.269	7.621	2.860
2015	4.723	0.276	4.999	4.349	7.502	2.954
2016	4.731	0.204	4.935	4.315	7.195	2.897
2017	4.773	0.150	4.923	4.368	7.007	2.918
2018	4.488	0.000	4.488	4.214	6.432	2.795
2019	4.502	0.704	5.206	4.062	7.055	2.687
2020	3.228	0.698	3.926	3.808	6.819	2.604
2021	4.329	0.674	5.003	3.898	6.215	2.582

Latah County Assessor

Taxing Entity

Moscow School District No. 281
 North Latah Highway District
 Latah County
 Latah County Library
 Moscow Cemetery District
 Moscow Rural Fire District

Note: The City's basic property tax rate may be increased only by a majority vote of the City's residents. Rates for debt service are set based on each year's requirements.

**Schedule 8
City of Moscow
Principal Property Taxpayers,
Current and Ten Years Ago**

Taxpayer	2021				2012			
	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value		Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value	
Hill Rental Properties, LLC	\$ 18,486,560	1	0.99%		\$ 14,123,010	2	1.05%	
P.E.M. Management, LLC	14,652,665	2	0.79%		15,602,915	1	1.16%	
The Grove Apartments	13,977,700	3	0.75%		12,980,200	3	0.97%	
Campus Moscow Property	13,930,500	4	0.75%					
Gritman Medical Park LLC	11,001,891	5	0.59%		4,672,000	8	0.35%	
Wal-Mart Real Estate Bus Trust	10,480,000	6	0.56%		10,940,000	4	0.82%	
Avista Corp (Elec)	9,194,498	7	0.49%		6,151,654	5	0.46%	
Kestrel Development LLC	8,928,200	8	0.48%					
Blum Enterprises 2 LLC	6,917,800	9	0.37%					
Idaho Apartment Rentals LLC	6,721,110	10	0.36%					
Frontier (Verizon)					5,953,233	7	0.44%	
Eastside Marketplace					4,618,047	10	0.34%	
Hagadone Hospitality					4,658,150	9	0.35%	
Good Samaritan Society					5,959,786	6	0.44%	
Total	<u>\$ 114,290,924</u>		<u>6.13%</u>		<u>\$ 85,658,995</u>		<u>6.39%</u>	

Source: Latah County Treasurer

Schedule 9
City of Moscow
Property Tax Levies and Collections
Last Ten Fiscal Years

Fiscal Year Ended Sept 30	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	Percentage of Levy		Amount	Percentage of Levy
2012	\$ 4,671,590	\$ 4,511,734	96.58%	\$ 90,520	\$ 4,602,254	98.52%
2013	4,771,135	4,710,640	98.73%	43,262	4,753,903	99.64%
2014	4,731,795	4,583,866	96.87%	62,940	4,646,806	98.20%
2015	5,195,775	5,016,815	96.56%	58,726	5,075,542	97.69%
2016	5,381,765	5,200,887	96.64%	57,225	5,258,112	97.70%
2017	5,481,546	5,420,864	98.89%	56,637	5,477,501	99.93%
2018	5,645,216	5,405,854	95.76%	26,929	5,432,783	96.24%
2019	5,666,358	5,371,331	94.79%	41,947	5,413,278	95.53%
2020	7,164,617	7,109,085	99.22%	0	7,109,085	99.22%
2021	5,730,141	5,691,032	99.32%	0	5,691,032	99.32%

Source: Latah County

Schedule 10
City of Moscow
Ratios of Outstanding Debt by Type
Last Ten Fiscal Years

Fiscal Year	Governmental Activities			Business-type Activities		Total City Government	Percentage of Personal Income	Per Capita
	General Obligation Bonds	Certificates of Participation	Special Assessment Bonds	Sewer Revenue Bonds	Interim Financing			
2012	\$ 1,652,230	\$ 2,175,000	0	\$ 18,300,995		\$ 22,128,225	2.94%	917
2013	1,161,197	0	0	11,266,283		12,427,480	1.62%	510
2014	945,165	0	0	10,459,889		11,405,054	1.38%	459
2015	724,132	0	0	9,628,495	\$ 198,332	10,550,959	1.27%	429
2016	493,099	0	0	8,777,101	1,476,865	10,747,065	1.24%	429
2017	257,066	0	0	7,900,707	2,565,046	10,722,819	1.12%	423
2018	0	0	0	6,958,956	3,815,924	10,769,880	1.08%	428
2019	9,761,529	0	0	5,999,165	3,927,881	19,688,575	1.83%	764
2020	9,068,548	0	0	4,979,582	4,300,000	18,348,130	1.71%	714
2021	8,290,844	0	0	3,999,582	4,127,576	16,418,002	1.43%	628

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

See Schedule 19 for personal income and population data.

General Obligation Bond Series 1998 were refinanced with General Obligation Bond Series 2011 in FY2012.

Sewer Revenue Bond Series 2011 were issued as an advance refunding issue for the Sewer Revenue Bond Series 2002 to be called in November 2012.

Sewer Revenue Bond column includes unamortized premium on bonds.

Certificates of Participation were paid in full in FY2013.

Series 2011 Refunding Bonds for the construction of the Swimming Pool at Hamilton Aquatic Center were paid off in FY2018.

Sewer Revenue Bond Series 2017 were issued as an advance refunding issue for the Sewer Revenue Bond Series 2008 to be called in May 2018.

General Obligation Bond Series 2019 for construction of new Police Station were issued in FY2019.

Schedule 11
City of Moscow
Ratios of Net General Bonded Debt Outstanding
Last Ten Fiscal Years

Fiscal Year	<u>General Bonded Debt Outstanding</u>		Percentage of Actual Taxable Value of Property ^a	Per Capita ^b
	General Obligation Bonds	Total		
2012	\$ 1,652,230	\$ 1,652,230	0.15%	68.43
2013	1,161,197	1,095,000	0.10%	44.95
2014	945,165	945,165	0.09%	38.07
2015	724,132	724,132	0.07%	29.42
2016	493,099	493,099	0.04%	19.68
2017	257,066	257,066	0.02%	10.15
2018	-	-	0.00%	-
2019	8,465,000	8,465,000	0.60%	329.35
2020	7,785,000	7,785,000	0.52%	302.89
2021	7,050,000	7,050,000	0.45%	269.83

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

^a See Schedule 6 for property value data.

^b Population data can be found on Schedule 16.

Schedule 12
City of Moscow
Direct and Overlapping Government Activities Debt

	<u>Direct Debt</u>	<u>Debt Outstanding</u>	<u>Percentage Applicable to Government</u>	<u>Amount Applicable to Government</u>
Jurisdiction:				
Reserved				
Direct:				
City of Moscow			100%	\$ -
Overlapping:				
Moscow School District No. 281	\$ 7,600,000	\$ 7,600,000	79%	\$ 6,004,000
Latah County Cemetery District				\$ -
Library				\$ -
Road District				\$ -
Total	<u>\$ 7,600,000</u>	<u>\$ 7,600,000</u>		<u>\$ 6,004,000</u>

Source: City of Moscow
Moscow School District
Latah County
Cemetery District
Library
Road District

Note: The Moscow School District #281 levied debt in FY2013. Percent applicable calculated by MSD

Schedule 13a
City of Moscow
Legal Debt Margin Information
Last Ten Fiscal Years

Legal Debt Margin Calculation for Fiscal Year 2021

Assessed Market Valuation:

Assessed Value \$ 1,552,944,567

Debt applicable to limit

Debt limitation: 2% \$ 31,058,891

Less:

General obligation bonds 7,050,000

Legal debt margin

\$ 24,008,891

Fiscal Year

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Debt Limit	\$ 21,695,683	\$ 20,600,683	\$ 20,808,074	\$ 19,169,148	\$ 22,386,429	\$ 21,905,767	\$ 25,644,489	\$ 28,273,905	\$ 29,960,165	\$ 31,058,891
Total net debt applicable to limit	2,175,000	1,095,000	890,000	724,132	493,099	257,066	-	8,465,000	7,785,000	7,050,000
Legal debt margin	<u>\$ 19,520,683</u>	<u>\$ 19,505,683</u>	<u>\$ 19,918,074</u>	<u>\$ 18,489,148</u>	<u>\$ 21,893,330</u>	<u>\$ 21,648,701</u>	<u>\$ 25,644,489</u>	<u>\$ 19,808,905</u>	<u>\$ 22,175,165</u>	<u>\$ 24,008,891</u>
Total net debt applicable to the limit as a percentage of debt limit	10.03%	5.32%	4.28%	3.78%	2.20%	1.17%	0.00%	29.94%	25.98%	22.70%

Source: City of Moscow
Latah County Assessors Office

Schedule 13b
City of Moscow
Historical Operating Results and Debt Service Coverage - Sewer Bonds
Last Five Fiscal Years

	2017	2018	2019	2020	2021
OPERATING REVENUES					
Charges for services	\$ 7,227,566	\$ 7,549,993	\$ 8,023,375	\$ 8,291,920	\$ 8,322,862
Other services	20,020	8,557	23,614	4,474	16,677
Total operating revenues	7,247,586	7,558,550	8,046,989	8,296,394	8,339,539
OPERATING EXPENSES					
Sewer - collection and treatment	2,553,483	2,391,467	2,570,669	2,893,760	3,147,101
Depreciation	1,512,315	1,512,018	1,522,819	1,522,314	1,228,288
Total operating expenses	4,065,798	3,903,485	4,093,488	4,416,074	4,375,389
OPERATING INCOME (LOSS)	3,181,788	3,655,065	3,953,501	3,880,320	3,964,150
NONOPERATING REVENUES (EXPENSES)					
Investment earnings	83,894	199,180	343,874	400,045	40,546
Interest expense	(304,751)	(265,733)	(184,896)	(152,760)	(118,945)
PERSI retirement actuarial charges	31,151	25,551	689	(94,755)	113,773
Gain (loss) on disposition of assets	(5,068)	-	2,750	-	-
Amortization of bond premium	41,394	56,750	39,791	39,791	39,791
Total nonoperating revenues (expenses)	(153,380)	15,748	202,208	192,321	75,165
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	3,028,408	3,670,813	4,155,709	4,072,641	4,039,315
CONTRIBUTIONS AND TRANSFERS					
General facility charges	528,257	286,844	138,071	162,190	231,905
Capital contributions	189,369	466,862	422,418	408,829	468,780
Net transfers in/(out)	(1,185,843)	(1,652,473)	(1,639,985)	(2,045,563)	(1,723,560)
Total contributions and transfers	(468,217)	(898,767)	(1,079,496)	(1,474,544)	(1,022,875)
CHANGE IN NET POSITION	\$ 2,560,191	\$ 2,772,046	\$ 3,076,213	\$ 2,598,097	\$ 3,016,440
NET REVENUE AVAILABLE FOR DEBT SERVICE					
Change in Net Position	\$ 2,560,191	\$ 2,772,046	\$ 3,076,213	\$ 2,598,097	\$ 3,016,440
Plus Depreciation	1,512,315	1,512,018	1,522,819	1,522,314	1,228,288
Plus Interest Expense	304,751	265,733	184,896	152,760	118,945
Plus Sewer Capital Transfers	1,703,750	2,275,000	1,983,883	3,214,244	3,105,259
Plus Sewer Fleet Management Transfers	87,000	59,000	55,300	280,000	-
Less Capital Contributions	(189,369)	(466,862)	(422,418)	(408,829)	(468,780)
Net revenue available for debt service	\$ 5,978,638	\$ 6,416,935	\$ 6,400,693	\$ 7,358,586	\$ 7,000,152
Parity Debt Service					
2008 Bonds	\$ 448,150	\$ 366,418	-	-	-
2011 Bonds	702,900	700,875	708,250	706,850	706,550
2017 Bonds	-	68,072	402,544	399,732	406,796
Total Annual Debt Service	\$ 1,151,050	\$ 1,135,365	\$ 1,110,794	\$ 1,106,582	\$ 1,113,346
Debt Service Coverage	5.19X	5.65X	5.76X	6.65X	6.29X
Net Position at End of Year	\$ 26,022,691	\$ 28,794,737	\$ 31,870,950	\$ 34,469,047	\$ 37,485,487
Debt Service Reserve Account	1,135,365	1,110,794	1,106,582	1,113,346	1,108,738
Revenue Stabilization Fund Balance	450,295	-	-	-	-
Fleet Management Reserve	87,000	59,000	57,800	280,000	-
Sewer Capital Reserve	2,037,471	2,736,263	1,983,883	3,214,244	3,105,259

Notes:

Capital contributions are dependent on new subdivisions/properties being added to the system.
2008 Bonds were refinanced in May 2018 by issuance of 2017 Bonds

Schedule 14a
City of Moscow
Special Assessment Billings and Collections
Last Ten Fiscal Years

Fiscal Year	Special Assessment Collected	Debt Service		Total	Coverage
		Principal	Interest		
2012	\$ 28,015	\$0	\$0	\$0	0.00
2013	32,094	0	0	0	0.00
2014	22,890	0	0	0	0.00
2015	15,424	0	0	0	0.00
2016	12,874	0	0	0	0.00
2017	30,205	0	0	0	0.00
2018	1,693	0	0	0	0.00
2019	3,120	0	0	0	0.00
2020	5,742	0	0	0	0.00
2021	5,803	0	0	0	0.00

Source: City of Moscow

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

**Schedule 14b
City of Moscow
Pledged Revenue Coverage
Last Ten Fiscal Years**

Sewer Revenue Bonds

Debt Service

Fiscal Year	Gross Revenues		Operating Expenses		Net Revenue Available for Debt Service		Debt Service			Coverage
							Principal	Interest	Total	
2012	\$	5,327,778	\$	3,169,368	\$	2,158,410	\$ 675,000	\$ 384,343	\$ 1,059,343	2.04
2013 ⁽¹⁾		5,139,703		3,251,090		1,888,613	745,000	406,928	1,151,928	1.64
2014		6,012,113		3,473,461		2,538,652	765,000	392,404	1,157,404	2.19
2015		6,516,695		3,517,371		2,999,324	790,000	368,005	1,158,005	2.59
2016		7,083,694		3,514,820		3,568,874	810,000	342,560	1,152,560	3.10
2017		7,859,737		3,812,808		4,046,929	835,000	316,050	1,151,050	3.52
2018 ⁽²⁾		8,044,574		3,710,967		4,333,607	890,000	245,365	1,135,365	3.82
2019		8,528,934		3,930,919		4,598,015	915,000	195,794	1,110,794	4.14
2020		8,858,629		2,893,760		5,964,869	940,000	166,582	1,106,582	5.39
2021		8,611,990		3,147,101		5,464,889	980,000	133,346	1,113,346	4.91

*Total revenues include interest.

*Total operating expenses exclude depreciation.

Source: City of Moscow

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

Operating expenses include operating transfers out but exclude transfers out to the Internal Service Funds for capital outlay.

(1) The 2002 Sewer Revenue Bonds were advance Refunded by the 2011 bond proceeds; consequently, \$6,433,415 is paid from escrowed funds and not shown as part of the scheduled debt

(2) The 2008 Sewer Revenue Bonds were advance Refunded by the 2017 bond proceeds; consequently, \$3,560,000 is paid from escrowed funds and not shown as part of the scheduled debt

**Schedule 15
City of Moscow
Principal Employers
Current Year and Ten Years Ago**

Employer	2021			2012		
	Number of Employees	Rank	Percentage of Total County Employment	Number of Employees	Rank	Percentage of Total City Employment
University of Idaho	4,150	1	27.3%	4,500	1	27.6%
Gritman Medical Center	650	2	4.3%	399	3	2.5%
Moscow School District	400	3	2.6%	450	2	2.8%
Wal-Mart	250	6	1.6%	250	6	1.5%
EMSI Inc.	250	5	1.6%			0.0%
City of Moscow	250	4	1.6%	250	5	1.5%
Latah County	150	7	1.0%	150	8	0.9%
Northwest River Supplies	150	8	1.0%			0.0%
Good Samaritan Society	100	9	0.7%	120	9	0.7%
Moscow Building Supply	100	10	0.7%			0.0%
Gritman Outpatient Clinic				400	4	2.5%
Best Western University Inn				175	7	1.1%
Winco Foods				100	10	0.6%
Total: Top 10 City Employers	<u>6,450</u>		42.5%	<u>6,794</u>		41.7%
Total: County Employment	<u>15,180</u>			<u>16,280</u>		

Source: Regional Economist Communications & Research

Schedule 16
City of Moscow
Demographic and Economic Statistics
Last Ten Fiscal Years

Fiscal Year	City Population	Personal Income (thousands of dollars)	Per Capita Income	Student Enrollment	Unemployment Rates
2012	24,144	753,751,536	31,219	2,250	6.4%
2013	24,358	766,205,248	31,456	2,261	5.9%
2014	24,829	829,065,139	33,391	2,322	5.7%
2015	24,615	833,340,825	33,855	2,311	4.0%
2016	25,060	865,371,920	34,532	2,337	2.9%
2017	25,322	959,146,716	37,878	2,419	2.1%
2018	25,146	995,152,950	39,575	2,371	2.6%
2019	25,766	1,065,192,206	41,341	2,304	2.9%
2020	25,702	1,075,191,766	41,833	2,172	4.2%
2021	26,128	1,148,168,832	43,944	2,196	2.6%

Source: City of Moscow
U.S. Census Bureau
Moscow School District
State of Idaho Department of Labor

Schedule 17
City of Moscow
Full-Time Equivalent City Government Employees by Function/Program
Last Ten Fiscal Years

Function/Program	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
General Government										
Administration	7	7	7	7	6	6	5.5	5	6.3	3.8
Finance	7	7	7	7	7	7	7	7	6.5	6.5
Legal	3	3	3	3	3	3	3	3	4	4
Human Resources	1	1	1	1	1	1	1.5	1.4	1.5	1.3
Community Planning & Design	16.5	17.5	17.5	17.5	17.5	17.5	17.5	17.5	17.5	20
Buildings and Grounds	2	2	2	2	2	2	2	2.6	2.6	2.6
Police										
Police Officers	32	34	34	34	35	35	35	37	37	36
Police Unsworn	8	8	8	8	8	8	8	8	8	8
Fire										
Officers	4.5	4.5	4.5	4.5	4.5	5	6	6	6	6
Admin support	1	1	1	1	1	1	1	1	1	1
Streets	9	9	9	9	9	8.55	8.55	9.55	9.55	9.55
Internal Service Funds										
Fleet	4	4	4	4	4	3.85	3.85	3.85	3.9	3.9
Information Systems	3.8	4	4	4	4	4.85	4.85	4.85	5.05	5.25
Culture and Recreation										
Recreation	5	5	5	5	5	5	5	2	4.4	4.9
Parks	5	5	5	5	5.3	5.25	5.25	9.2	7.25	7.25
MSDCP	0	0	0	1	0.8	0.75	0.75	0.75	0.75	0.75
Art	1	1.8	1.8	1.8	2	3	1.6	1.6	1.5	1.5
Community Events	0	0	0	0	0	0	1.4	1.4	1.7	1.7
Water	12.6	14.1	15.1	15.1	15.5	15.25	15.25	15.25	16.75	17.1
Wastewater	10.4	10.9	10.9	10.9	11.3	12	12.05	12.05	14.55	12.1
Sewer	3	4	4	4	4	5	5	5	3	5
Stormwater	0	0	0	0	0	0	0	0	0	0
Sanitation	1	1	1	1	1	1	1.5	1.5	1.5	1.6
Total	136.8	143.8	144.8	145.8	146.9	150.0	151.6	155.6	160.3	159.8

Source: City of Moscow

Notes:

Full-time employees are scheduled to work 2,080 hours per year (including vacation and sick leave).
Employees with less than full-time equivalent employment are calculated by dividing total labor hours by 2,080.
Moscow School Community Playfields fund was added in FY2015 with one FTE.
Utility Locate Technician and Forensic Computer Detective added in 2016.
Economic Development Specialist position eliminated in 2016.
Videographer and Wastewater Conveyance Operator added in 2017.
Legal Department Specialist went from part-time to full-time; Environmental Education and Sustainability Programs Specialist went from part-time to full time; IS Computer Systems Specialist position added in FY2020.
FY2021 reorganization of City management structure resulted in positions moving and/or consolidating functions/programs.

Schedule 18
City of Moscow
Operating Indicators by Function/Program
Last Ten Fiscal Years

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Function/Program										
General Government										
Full-Time employees	137	144	146	145	147	150	151	156	160	160
Building permits issued	546	551	466	833	715	817	895	810	904	849
Cellular telephone co-location fees	11	11	11	11	11	11	7	7	7	7
Fire										
Number of Firefighters & Officers	4	4	6	6	6	6	6	6	6	6
Number of Paramedics	7	6	7	6	6	6	11	13	13	11
Number Volunteer Firefighters	71	68	73	73	73	65	62	68	65	59
Number Volunteer EMS	38	37	45	40	40	40	56	53	65	64
Number of Calls Answered (Fire and Ambulance)	2,169	2,131	2,604	2,431	2,342	2,400	2,400	2,350	2,049	2,822
Police										
Number of Police personnel (sworn)	34	34	34	34	35	35	35	37	37	36
Number of Police personnel (not sworn)	8	8	8	8	8	6	8	8	8	8
Physical arrests	423	375	291	255	228	237	252	248	188	231
Traffic violations	1,048	857	1,364	772	985	991	972	1,175	1,117	1,791
Parking violations	4,761	4,849	3,684	4,454	4,132	3,624	4,183	4,377	4,146	5,376
Streets										
Overlay in linear feet	0	0	1,625	973	5,462	4,656	2,758	0	0	600
Overlay in linear feet (seal)	20,763	20,336	0	0	4091	43,234	77,150	48,950	0	0
Pavement maintenance program sq yards	0	0	0	0	0	0	291,512	184,959	0	116,667
Water										
Number of consumers	5,842	5,869	5,910	5,985	6,020	6,073	6,154	6,224	6,288	6,292
Number of new connections	14	32	41	65	68	42	62	51	48	63
Average daily consumption (million gallons)	2.36	2.35	2.38	2.38	2.36	2.00	1.91	1.91	1.87	1.99
Average daily sewage treatment (million gallons)	2.18	2.00	2.20	1.80	1.90	2.09	1.93	1.88	1.79	1.72

Source: Various City departments

Note: Building permits are reported for calendar year and include miscellaneous residential roofing, siding, and fencing.

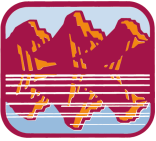
Schedule 19
City of Moscow
Capital Asset Statistics by Function/Program
Last Ten Fiscal Years

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Function/Program										
General Government										
Service vehicles	13	13	13	13	13	12	12	13	13	13
Fiber Optic System	15.3 miles	15.4 miles	15.4 miles	18 miles	18 miles	18 miles	18 miles	18 miles	18.25 miles	25 miles
Fire										
Number of stations	3	3	3	3	3	3	3	3	3	3
Fire engines and vehicles	14	14	14	13	13	13	13	14	15	15
Police										
Number of stations	2	2	2	2	2	2	2	2	2	2
Police vehicles	20	23	23	23	24	22	22	23	23	22
Streets										
Area in square miles	6.89	6.92	6.92	6.92	6.98	7	7	6.93	7.19	7.58
Miles of streets	75.15	76.53	76.56	76.75	77.62	78.27	78.71	79.34	79.53	81.31
Service vehicles	27	28	32	29	29	25	27	27	28	28
Parks and Recreation										
Number of developed parks	20	20	21	22	22	21	21	22	22	22
Developed park acreage	259.6 acres	259.6 acres	261.85 acres	262.38 acres	262.38 acres	224.56 acres	229.22 acres	235.95 acres	238.17 acres	238.17 acres
Undeveloped parks	9	9	11	10	11	8	7	3	3	3
Undeveloped park acreage	62.41 acres	62.41 acres	64.81 acres	66.9 acres	67.17 acres	59.87 acres	60.74 acres	10.57 acres	10.57 acres	10.57 acres
"Open Space" properties			8	8	8	7	7	8	8	8
"Open Space" acreage			6.3 acres	6.3 acres	6.3 acres	6.71 acres	8.09 acres	66.25 acres	66.25 acres	66.25 acres
Paradise Path System miles	2.61 miles	2.61 miles	2.61 miles	2.61 miles	2.61 miles	3.22 miles	3.22 miles	4.97 miles	4.97 miles	4.97 miles
Eggan Youth Center	1	1	1	1	1	1	1	1	1	1
1912 Center	1	1	1	1	1	1	1	1	1	1
Hamilton Indoor Recreation Center	1	1	1	1	1	1	1	1	1	1
Hamilton-Lowe Aquatics Center (swimming pools)	2	2	2	2	2	1	1	1	1	1
Service vehicles	32	32	32	32	32	33	33	38	38	38
Water										
Miles of water mains	94.55	94.35	94.41	94.41	94.95	95.99	96.65	97.36	97.67	97.98
Service vehicles	19	17	19	19	19	17	19	19	20	20
Wastewater										
Miles of sanitary sewers	83.23	83.51	84.25	84.62	84.78	84.9	85.52	88.8	89.19	86.35
Miles of storm sewers	59.52	59.8	60.5	60.5	60.46	63.82	64.73	65.86	66.4	70.2
Service vehicles	13	13	12	12	12	12	13	12	12	12

Source: Various City departments



COMPLIANCE REPORTING



INDEPENDENT AUDITOR'S REPORT - GOVERNMENT AUDITING STANDARDS

Members of the City Council
City of Moscow, Idaho
Moscow, Idaho

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Moscow, Idaho, as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the City of Moscow, Idaho's basic financial statements and have issued our report thereon dated March 15, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of Moscow, Idaho's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Moscow, Idaho's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Moscow, Idaho's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Moscow, Idaho's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of the financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

March 15, 2022



INDEPENDENT AUDITOR'S REPORT – *UNIFORM GUIDANCE*

Members of City Council
City of Moscow, Idaho
Moscow, Idaho

Report on Compliance for Each Major Federal Program

We have audited the City of Moscow, Idaho's, compliance with the types of compliance requirements described in the OMB's *Compliance Supplement*, that could have a direct and material effect on each of the City of Moscow, Idaho's major federal programs for the year ended September 30, 2021. The City of Moscow, Idaho's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the City of Moscow, Idaho's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; and the audit requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. Those standards and the *Uniform Guidance* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City of Moscow, Idaho's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City of Moscow, Idaho's compliance.

Opinion on Each Major Federal Program

In our opinion, the City of Moscow, Idaho, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2021.

Report on Internal Control Over Compliance

Management of the City of Moscow, Idaho, is responsible for establishing and maintaining effective internal control over compliance with the requirements referred to above. In planning and performing our audit of compliance, we considered the City of Moscow, Idaho's internal control over compliance with the types of requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the *Uniform Guidance*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City of Moscow, Idaho's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the *Uniform Guidance*. Accordingly, this report is not suitable for any other purpose.

March 15, 2022

CITY OF MOSCOW, IDAHO

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended September 30, 2021

Section I – Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

* Material weakness(es) identified _____ yes X no

* Significant deficiency(ies) identified that are not considered to be material weaknesses? _____ yes X none reported

Noncompliance material to financial statements noted? _____ yes X no

Federal Awards

Internal control over major programs:

* Material weakness(es) identified _____ yes X no

* Significant deficiency(ies) identified that are not considered to be material weaknesses? _____ yes X none reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance _____ yes X no

Identification of major programs:

<u>CFDA Numbers</u>	<u>Name of federal program or cluster</u>
21.019	Coronavirus Relief Fund

Dollar threshold used to distinguish between type A and type B programs: \$ 750,000

Auditee qualified as low-risk auditee? X yes _____ no

CITY OF MOSCOW, IDAHO

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Year Ended September 30, 2021

Section II – Financial Statement Findings

No matters were reported.

Section III – Federal Award Findings and Questioned Costs

No matters were reported.

FINAL MANAGEMENT REVIEW DRAFT

CITY OF MOSCOW, IDAHO

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS - MODIFIED ACCRUAL BASIS
Year Ended September 30, 2021

	Federal CFDA Number	Pass- Through Entity Identifying Number	Passed Through to Subrecipients	Total Federal Expenditures
DEPARTMENT OF TRANSPORTATION				
Passed through the State of				
Idaho - Transportation Department				
Highway Planning and Construction	20.205		None	\$ 105,030
Total Highway Planning and Construction Cluster				<u>105,030</u>
Passed through the State of				
Idaho - Transportation Department				
Highway Safety Grant	20.600		None	15,347
State Traffic Safety Information Systems Grant	20.610		None	8,511
National Priority Safety Programs	20.616		None	7,673
Total Highway Safety Cluster				<u>31,531</u>
Passed through the State of				
Idaho - Transportation Department				
Airport Improvement Program	20.106		None	15,000
Total for Department of Transportation				<u>151,561</u>
DEPARTMENT OF JUSTICE				
Passed through the State of				
Idaho - Attorney General				
Bulletproof Vest Partnership	16.607		None	4,188
Total for Department of Justice				<u>4,188</u>
DEPARTMENT OF TREASURY				
Passed through the State of				
Idaho - Office of the Governor				
Coronavirus Relief Fund	21.019	20-1892-0-1-806	None	2,533,916 *
Total for Department of Treasury				<u>2,533,916</u>
NATIONAL ENDOWMENT FOR THE ARTS				
Passed through the State of				
Idaho - Commission on the Arts				
Promotion of the Arts Partnership Agreements	45.025	18632876120	None	10,540
Total for National Endowment for the Arts				<u>10,540</u>
DEPARTMENT OF HEALTH AND HUMAN SERVICES				
Passed through the State of				
Idaho - Office of Drug Policy				
Substance Abuse and Mental Health Services Projects				
of Regional and National Significance	93.243	1H79SP080981-01	None	2,822
Total for Department of Health and Human Services				<u>2,822</u>
DEPARTMENT OF HOMELAND SECURITY				
Passed through the State of				
Idaho - Military Division				
Hazardous Mitigation	97.039	FEMA-4443-DR-ID	None	173,346
Total for Department of Homeland Security				<u>173,346</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS				<u>\$ 2,876,373</u>

CITY OF MOSCOW, IDAHO

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS - MODIFIED ACCRUAL BASIS
Year Ended September 30, 2021

Note 1. Basis of Presentation

BASIS OF PRESENTATION - SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

The schedule of expenditures of federal awards includes the federal grant awards of the City of Moscow, Idaho, and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in, the presentation of the basic financial statements.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the *Uniform Guidance*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

DE MINIMIS INDIRECT COST RATE

The City of Moscow, Idaho, has elected not to use the 10-percent *de minimis indirect cost* rate allowed under the *Uniform Guidance*.

* Major program

COMMITTEE STAFF REPORT

DATE: Monday, March 21, 2022



RESPONSIBLE STAFF

Mia Bautista, City Attorney

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Request from Palouse Ice Rink for Hamilton Funds (ACTION ITEM) – Mia Bautista / PIR Representative

DESCRIPTION

By adoption of Resolution 2017-13, and its successors, Resolution 2019-16, and Resolution 2021-02, the Moscow City Council approved a commitment of \$1 million dollars of Hamilton Funds to the Rotary Veterans Memorial Pavilion, Inc., an Idaho nonprofit corporation d/b/a Palouse Ice Rink nonprofit association, for construction of an ice rink facility.

Subsequent to the passage and approval of Resolution 2021-02 and the Memorandum of Understanding entered between the City and PIR on March 3, 2021, PIR was unable to secure a loan through Zion's bank, but thereafter secured funding through Idaho Central Credit Union (ICCU) and the estimated cost to construct the ice rink facility increased, which required PIR to secure other funding sources to cover the increased costs for construction of the ice rink. On July 9, 2021, PIR purchased the property at 2009/2013 S. Main Street and at 325 West Palouse River Drive for the amount of \$2,585,000 from NRS Properties, LLC to construct the new ice rink facility. PIR paid \$500,000 at closing and entered into an agreement to pay an interest-only promissory note for the remaining \$2,085,000 with a balloon payment due on or before October 1, 2031. The note bears an annual interest rate of four and a half percent (4.5%) and is to be paid in quarterly installments on January 1, April 1, July 1 and October 1 each year until completion. PIR converted the property at 2009/2013 South Main Street into two condominium units, sold Unit 1 of the condominiums for \$600,000, said funds are being utilized for the construction of the ice rink facility. On November 24, 2021, PIR sold the property located at 325 West Palouse River Drive for \$343,500. PIR obtained an appraisal report that excludes Unit 1 and excludes the 325 West Palouse River Drive properties that were sold, and received an appraisal that concluded the ice rink facility would be valued at approximately \$4,700,000 after completion of construction. PIR secured Ginno Construction to act as general contractor for the construction of the new ice rink, who has estimated cost projections as of March 8, 2022, to complete Phase I is \$4,391,210. PIR has the following funding sources to pay for the construction of Phase I of the new ice rink facility:

\$1,468,679	PIR Cash available
\$1,500,000	ICCU Loan
\$1,000,000	City of Moscow
\$61,000	Pledges to be paid this year when the City of Moscow releases funds
\$341,056	Construction costs already paid to date

As a result of the increased cost of construction, the revised purchase and sale of the properties, the new lender and revised agreements associated with the funding sources, PIR is requesting the City Council to renew its commitment of Hamilton Funds to be used in the new location, with revisions to the terms limiting the commitment of said funds and revisions to the draw process that comports with both ICCU's and the City of Moscow's fiduciary responsibilities through the attached

revised Resolution which will replace Resolution 2021-02 and the Amended MOU to replace the MOU executed on March 3, 2021. The 2020 PIR Business Plan and additional materials relating to the Council's previous commitment of Hamilton Funds are within the Council packet.

STAFF RECOMMENDATION

PROPOSED ACTIONS

PROPOSED ACTIONS: Review Amended Memorandum of Understanding and Resolution stating conditions of approval of Palouse Ice Rink's Request for City participation of \$1 million of Hamilton Funds to assist in construction of the ice rink, and approve, or deny, or modify the Amended MOU and Resolution, or take other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. 2021-029 Palouse Ice Rink; Memorandum of Understanding, Hamilton Funds Commitment
2. Resolution 2021-02 Hamilton Fund Commitment to Palouse Ice Rink
3. City Council minutes 2021-02-16 Ice Rink
4. Memo for 2020 PIR Request 2.12.2021
5. City Council minutes 2020-12-21 Ice Rink
6. Admin Committee minutes 2020-12-14 Ice Rink
7. 2020 Business Plan & Pro Forma
8. PIR Business Plan 2016
9. Resolution 2022- Replacing Resolution 2021-02 Hamilton Fund Commitment to Palouse Ice Rink_draft_CLEAN
10. MOU_PIR_AMENDED_DRAFT_CLEAN

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF MOSCOW, IDAHO AND
PALOUSE ICE RINK ASSOCIATION**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered into effective the 3rd day of March 2021 by and between City of Moscow, Idaho a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho 83843 (hereinafter "CITY") and Palouse Ice Rink Association, an unincorporated nonprofit association, P.O. Box 9144, Moscow, Idaho 83843 (hereinafter "PIR").

WITNESSETH

WHEREAS, City was the recipient of funds from the Estate of Bobby C. Hamilton (hereinafter, "Hamilton Fund") for the purposes of providing recreational opportunities to the youth of Moscow, which was accepted in 2000; and

WHEREAS, a city, as a general rule, is authorized to accept bequests, gifts and donations of all kinds of property subject to reasonable restrictions and conditions, by which it is bound when the bequest is accepted. (Idaho Code 50-301 and McQuillin Mun Corp § 28.16 Gifts and Bequests (3rd Ed.); and

WHEREAS, a city has broad authority to exercise all powers and perform all functions of local self-government in city affairs as are not specifically prohibited by or in conflict with the general laws or the constitution of the state of Idaho (Idaho Code 50-301); and

WHEREAS, municipalities are empowered to create, purchase, operate and maintain recreation and cultural facilities and activities (Idaho Code 50-303); and

WHEREAS, the Hamilton Fund has been utilized for projects such as the acquisition, construction, and installation of the Hamilton Indoor Recreation Center (HIRC) and the Hamilton Lowe Aquatic Center (see Ordinance 2003-23), and development of accessibility paths, development of playgrounds, construction of playground equipment, and installation of MSD Community Playfields, to name a few; and

WHEREAS, PIR, a non-profit organization, has been operating an ice rink in a temporary structure on leased ground since 2002. PIR reports that there are more than 35,000 patrons per year, including children/youth participating in learn to skate, after school skate, homeschool skate, open skate, stick and puck program, polar bear program, hockey, curling, science on ice, figure skating, and more; 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 Hamilton Fund 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, which at the time was located at the Latah County Fairgrounds and the estimated cost for PIR to construct the permanent facility was approximately \$5,000,000; 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, on August 5, 2019, the Moscow City Council approved Resolution 2019-16, which stated that the City would commit one million dollars (\$1,000,000) of its Hamilton Fund for purposes of providing funding contribution for the construction of an ice-skating facility under the management of PIR, per PIR's July 16, 2016 business plan and then-updated cost estimates, to be constructed on leased property located at the Latah County Fairgrounds; and

WHEREAS, PIR has identified an alternative site within the City of Moscow for the location of an ice rink, located at 2009/2013 S. Main Street and 325 W. Palouse River Drive (hereinafter "Former NRS Property") at a negotiated purchase price of \$2,585,000; and

WHEREAS, PIR has requested the Moscow City Council allow the Hamilton Funds to be used towards the newly proposed ice rink located at the Former NRS Property for Phase I building renovations, which is estimated to cost approximately \$2,500,000. Phase I includes installing the full-size sheet of ice, reengineered roof, building a new parking lot on the south side of the property and making improvements to the interior as needed per the Moscow City Code;

WHEREAS, PIR has determined that Phase II is estimated to cost approximately \$500,000 and includes building offices, locker rooms, an event room, bleachers and a concession area. A portion of the remaining space will be left undeveloped for future expansion of youth-focused recreation such as batting cages or an exercise area as funds become available; and

WHEREAS, PIR has submitted a "Revised Business Plan, December 2020", relating to its proposal to purchase and renovate the Former NRS Property, which includes obtaining loans for the purchase of the property and securing additional funds for the renovations necessary to construct an ice rink; and

WHEREAS, PIR has requested the Moscow City Council to provide \$1,000,000 of Hamilton Funds to be used in the renovation of the Former NRS Property, and through this Memorandum of Understanding (MOU) will provide recreational opportunities to the youth of Moscow to utilize the ice rink; and

WHEREAS, City desires to provide recreational opportunities to the youth of Moscow by offering access to programs and activities offered by an ice rink and by providing Hamilton Funds to PIR for the construction and operation of an ice rink the City has secured such access into the future; and

WHEREAS, City desires to ensure that its commitment of Hamilton Funds to be used for the renovation of the ice rink is secured for a minimum period of fifteen (15) years, including PIR's

obligation to pay over to the City a proportionate amount of funds as contained in this MOU, should PIR or the ice rink cease operations for any reason within the first fifteen (15) years; and

WHEREAS, CITY and PIR desire to execute this MOU for the purpose of outlining the duties and obligations of each Party per the terms of the Resolution passed by the Mayor and City Council of the City of Moscow committing the total sum of One Million Dollars (\$1,000,000) from the City of Moscow's Hamilton Fund per Resolution 2021-02 for the renovations necessary to operate an ice rink; and

WHEREAS, CITY and PIR have discussed the contents of this MOU and acknowledge that they understand their respective duties and obligations and that each Party intends to perform their respective duties and obligations as agreed hereunder;

NOW THEREFORE, for and in consideration of the mutual covenants and representations set forth in this MOU, CITY and PIR hereby agree as follows:

SECTION 1: COOPERATION

CITY and PIR are jointly committed to providing recreational opportunities for the community, especially the youth of our community, through the building and operation of an ice rink facility.

SECTION 2: CITY GENERAL RESPONSIBILITIES

CITY shall:

1. Upon receipt of all documentation from PIR that the loans have been provided, the property has been purchased, the right of first refusal (in the event the Palouse Ice Rink ceases to exist) has been executed and recorded, and PIR has raised the necessary amount of funding to fully construct Phase I of said ice-skating facility to completion, take all steps necessary to implement the contribution in conformance with all restrictions and conditions set forth herein and in Resolution 2021-02.
2. Commit the total sum of one million dollars (\$1,000,000) from the City of Moscow's Hamilton Fund, for purposes of providing funding contribution for a portion of Phase I building renovations, which includes installing the full-size sheet of ice and making improvements to the interior, and excludes the funds from being used for the reengineered roof and building a new parking lot on the south side of the property.
3. Provide funding for the approved Phase I expenses following the process as outlined herein:
 - a. PIR shall submit a request for payment to the City's Finance Director, or designee, for work completed and attach supporting documentation;
 - b. The City's Finance Director, upon receipt, will issue check to the contractor or subcontractor requesting payment in a timely manner and provide PIR a statement of the remaining balance.
 - c. The City of Moscow will agree to subordination terms as required by the lender Zions Bank.

SECTION 3: PIR RESPONSIBILITIES TO PROVIDE RECREATIONAL OPPORTUNITIES FOR THE BENEFIT OF MOSCOW'S YOUTH

PIR shall:

1. Coordinate with the City of Moscow's Parks and Recreation Department prior to the opening of the ice rink each year to schedule ice time for programs to be offered through the Parks and Recreation Department.
2. Collaborate with Moscow Parks and Recreation Department in the event the Department chooses to jointly offer or promote youth ice programs.
3. Provide reduced rates for children/youth aged 16 and younger to utilize the ice rink facility and programs.
4. Provide opportunities for Moscow's schools to utilize the ice rink during school hours, at a reduced price from regular public skate charges. This program will be offered as ice time is available as determined by PIR.
5. Encourage Palouse Youth Hockey Association to continue providing scholarships, as funds are available, to children/youth who are able to demonstrate financial hardship.
6. Recognizing that current data suggests approximately 25%-30% of children attending public schools in the Moscow School District qualify for free and reduced lunch, the PIR will provide a minimum of 500 single use free public skate passes each season to the Moscow School District for distribution to these children. These passes will be non-transferable and cannot be replaced if lost. These passes may be used as space is available.
7. Provide other recreational and educational programming to youth as PIR board deems appropriate.
8. Offer a minimum of 6 hours of public skate time to the community on weekdays, schedule to be set by PIR, and provide use of skates to children who have families with financial hardship. Currently public skates are offered between the hours of 2:30-5:30pm on Tuesdays and Thursdays.
9. Offer open skate time to the community on weekends, time to be left to the discretion of PIR.
10. Provide other programs to encourage youth to explore ice sports. Current offerings include Learn to Skate, Public Skate, Late Skate, figure skating, After School Skate, Home School Skate, Stick & Puck, Polar Bear, and day camps, to name a few.
11. Provide public skate and free skates during school breaks, including fall break, winter break, spring break, federal and school holidays.
12. Provide reduced fees for Kids Camp, Adventure Club, and other similar programs to encourage youth to explore winter sports.
13. Provide opportunities for patrons interested in pursuing ice sports to exchange equipment.

SECTION 4: PIR GENERAL RESPONSIBILITIES

PIR shall:

1. 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 prior to City's distribution of participation funding as described in Section 2 of this MOU.
2. Provide appropriate recognition to the City of Moscow for its role in utilizing the Bobby C. Hamilton funds to support the construction of a permanent ice rink facility.

3. Recognize Bobby C. Hamilton by a method/means deemed appropriate by PIR for providing the generous bequest to the City of Moscow for the benefit of the Parks and Recreation Department to be used as much as possible for the benefit of young children, that was gifted to the City.
4. As per IRS Code 501(c)3, and as demonstrated over the last twenty years of operations, PIR agrees to continue operating the ice rink in a fiscally responsible manner that will allow the long-term continuation of the ice rink in our community.
5. At the request of the Mayor or City Council, provide updates to the City and City Council members regarding services to the community and financial success.
6. Allow a City staff member, designated by the Mayor, to sit in on board meetings as an ex officio PIR board member.
7. Maintain, at its expense, the ice and ice rink, its components, equipment and building.
8. Install and maintain appropriate signage, at its own expense, for ice rink operations.
9. Recognizing the limited staff of the PIR and the volunteer nature of the Board of Directors, provide an annual report at the end of each season to include but not be limited to the following information: the services and programs provided, the number of youth activities provided, the number of scholarships/free passes/waivers provided to the youth of Moscow, and the number of youth who participated.

SECTION 5: TERM

The term of this MOU is intended to be in perpetuity, however, in light of the fiduciary responsibility CITY has to ensure the funds being provided to PIR are being utilized for the benefit of Moscow's youth commensurate with the One Million Dollar (\$1,000,000) commitment of the Hamilton Funds, the Parties agree that if PIR ceases to operate the ice rink prior to 15 years from the date of execution of this MOU, PIR will be responsible to pay the City in the amount reflected in the table below, unless the City opts to resume control and operation of the ice rink under the terms and conditions included in the Right of First Refusal.

Within one year of date of execution of MOU	\$1,000,000
Within two years of date of execution of MOU	\$933,334
Within three years of date of execution of MOU	\$866,666
Within four years of date of execution of MOU	\$799,999
Within five years of date of execution of MOU	\$733,332
Within six years of date of execution of MOU	\$666,665
Within seven years of date of execution of MOU	\$599,998
Within eight years of date of execution of MOU	\$533,331
Within nine years of date of execution of MOU	\$466,664
Within ten years of date of execution of MOU	\$399,997
Within eleven years of date of execution of MOU	\$333,330
Within twelve years of date of execution of MOU	\$266,663
Within thirteen years of date of execution of MOU	\$199,996
Within fourteen years of date of execution of MOU	\$133,329
Within fifteen years of date of execution of MOU	\$66,662

SECTION 6: GENERAL PROVISIONS

- A. Indemnification. PIR shall indemnify and hold CITY harmless from and against any and all claims, losses, damages, injuries, liabilities and costs, including attorney fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation to be performed under the terms of this MOU by PIR, or arising from any act, negligence or omission by PIR or any of its agents, employees and volunteers. PIR's liability under this paragraph shall be limited by the terms of the Idaho Tort Claims Act.
- B. Insurance. PIR shall maintain comprehensive public liability and property damage insurance with limits reasonably satisfactory to CITY as will protect PIR from claims for damages because of bodily injury, including death, or damages because of injuries or destruction or loss of use of property, which may arise from its operations under this MOU, whether such operations be by it or its agents or anyone directly or indirectly authorized by PIR.
- C. Rights Not Assignable. PIR and CITY shall not assign any right, duties or obligations under this MOU to any other person or entity, governmental or otherwise, without the prior written approval of the other Party.
- D. No Joint Venture and No Joint Powers Agreement. Nothing contained in this MOU shall be in any way construed as creating, expressing or implying that the Parties hereto have joined together in any joint venture partnership or agency relationship between or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this MOU.
- E. Interpretation. As a further condition of this MOU, PIR and CITY acknowledge that this MOU shall be deemed and construed to have been prepared mutually by each Party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any Party.
- F. Non-Discrimination. It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. PIR shall not discriminate against any employee or applicant for employment. PIR's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training. PIR agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

Furthermore, PIR agrees to not discriminate against a youth applying for a scholarship or a waiver of fees based on financial hardship or inability to pay, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity.

- G. Compliance with Laws. PIR agrees that it shall conduct its operations pursuant to this MOU in conformance with all applicable laws, ordinances and regulations of all governmental and regulatory agencies having jurisdiction.
- H. Jurisdiction and Venue. It is agreed that this MOU shall be construed under and governed by the laws of the State of Idaho. In event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.
- I. Binding Authority. PIR and CITY each represents and warrants to the other that this MOU (i) has been validly executed and delivered; (ii) has been duly authorized; and (iii) constitutes a valid binding agreement of such Party enforceable in accordance with its terms.
- J. Appropriation of Funds. This MOU is contingent upon PIR receiving the necessary funding to complete the purchase and renovation of the Former NRS Property. In the event that such funding is not received, then and in that event, the respective Party's obligations under this MOU shall cease and each Party shall be released from further performance under this MOU without any liability to the other Party.
- K. Notice. All communication or notification to be given pursuant to this MOU shall be given to the following:

Notice to PIR:

Palouse Ice Rink
1021 Harold Street
PO Box 8023
Moscow, ID 83843

Notice to CITY:

Moscow City Supervisor
206 East Third Street
P O Box 9203
Moscow, ID 83843-1703

- L. Complete Agreement. This MOU constitutes the entire expression of intent and/or agreement of the Parties and supersedes all prior agreements or understandings, written or oral, with respect thereto.
- M. Amendments. The terms of this MOU may be amended by mutual agreement of the Parties. The Party seeking an amendment shall submit a written request for amendment to the other Party. The request shall clearly describe the proposed change and why the change is necessary. The responding Party shall schedule a review of the request within thirty (30) days from receipt of the request and shall respond within sixty (60) days from receipt of the request. The responding Party may approve, deny, or suggest modifications to the amendment. Any amendment shall be in writing, shall refer specifically to this MOU, and shall be executed by both Parties.

IN WITNESS WHEREOF, PIR and CITY, by and through their respective officials designated below, have caused this MOU to be executed on the date and year first above written.

PIR

Palouse Ice Rink



Mark A. McGuire, President

CITY

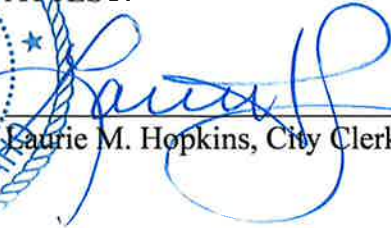
City of Moscow



Bill Lambert, Mayor

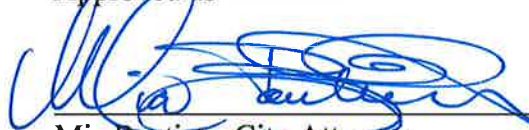


ATTEST:



Laurie M. Hopkins, City Clerk

Approved as to Form:



Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this 3RD day of MARCH, 2021, before me, a Notary Public in and for said State, appeared MARK MCGUIRE, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative of Palouse Ice Rink.




Notary Public for the State of Idaho
Residing at MOSCOW, IDAHO
My commission expires JULY 21, 2021

RESOLUTION NO. 2021 – 02

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; TO BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, City was the recipient of funds from the Estate of Bobby C. Hamilton (hereinafter “Hamilton Funds”) “for the benefit of the Parks and Recreation Department to be used as much as possible for the benefit of young children” *Last Will and Testament of Bobby C. Hamilton, March 17, 1998*; and

WHEREAS, a city, as a general rule, is authorized to accept bequests, gifts and donations of all kinds of property subject to reasonable restrictions and conditions, by which it is bound when the bequest is accepted. (Idaho Code 50-301 and McQuillin Mun Corp § 28.16 Gifts and Bequests (3rd Ed.); and

WHEREAS, a city has broad authority to exercise all powers and perform all functions of local self-government in city affairs as are not specifically prohibited by or in conflict with the general laws or the constitution of the state of Idaho (Idaho Code 50-301); and

WHEREAS, municipalities are empowered to create, purchase, operate and maintain recreation and cultural facilities and activities (Idaho Code 50-303); and

WHEREAS, following Bobby C. Hamilton’s death, City accepted Mr. Hamilton’s bequest per the terms of his Last Will and Testament, on March 20, 2000, the minutes reflect that Mayor Comstock was appointing a task force to determine how to best use those funds; and

WHEREAS, prior to Bobby C. Hamilton’s death, in 1998 he gifted City land to locate a swimming pool at the corner of Mountain View Road and F Street, which was valued at \$325,000 and is the current location of the Hamilton Lowe Aquatic Center and Hamilton Indoor Recreation Facility; and

WHEREAS, the Hamilton Funds did not provide specificity as to the variety of ways Mr. Hamilton wanted the bequest to be used, this allowed the City to exercise its discretion in determining the best uses where it would benefit the youth of Moscow; and

WHEREAS, the Hamilton Funds have been utilized for projects such as the acquisition, construction, and installation of the Hamilton Indoor Recreation Center (HIRC), and development of accessibility paths, development of playgrounds, construction of playground equipment, and installation of MSD Community Playfields, to name a few; and

WHEREAS, the Palouse Ice Rink Association (PIR), a non-profit organization, has been operating an ice rink in a temporary structure on leased ground since 2002. PIR reports that there are more than 35,000 patrons per year, including children, participating in open skate, hockey, curling, science on ice, figure skating, and more; 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 PIR to benefit Moscow's youth, which at the time was located at the Latah County Fairgrounds and the estimated cost for PIR to construct the permanent facility was approximately \$5,000,000; 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, on August 5, 2019, the Moscow City Council approved Resolution 2019-16, which stated that the City would commit one million dollars (\$1,000,000) of its Hamilton Funds for purposes of providing funding contribution for the construction of an ice-skating facility under the management of PIR, per PIR's July 16, 2016 business plan and then-updated cost estimates, to be constructed on leased property located at the Latah County Fairgrounds; and

WHEREAS, PIR has identified an alternative site within the City of Moscow for the location of an ice rink, located at 2009/2013 S. Main Street and 325 W. Palouse River Drive (hereinafter "Former NRS Property") at a negotiated purchase price of \$2,585,000; and

WHEREAS, the Former NRS Property would provide adequate space to allow PIR to offer more amenities and opportunities for the community, including Moscow's youth, such as a rink size that meets the minimum required size for USA Hockey and USA Figure Skating; and

WHEREAS, PIR has requested the Moscow City Council allow the Hamilton Funds to be used towards the newly proposed Park's Activity Recreation Center (PARC) for Phase I building renovations, which is estimated to cost approximately \$2,500,000. Phase I includes installing the full-size sheet of ice, reengineered roof, building a new parking lot on the south side of the property and making improvements to the interior as needed per the Moscow City Code;

WHEREAS, Phase II of PARC is estimated to cost approximately \$500,000 and includes building offices, locker rooms, an event room, bleachers and a concession area. A portion of the remaining space will be left undeveloped for future expansion of youth-focused recreation such as batting cages or an exercise area as funds become available; and

WHEREAS, PIR has submitted a "Revised Business Plan, December 2020", relating to its proposal to purchase and renovate the Former NRS Property, which includes obtaining loans for the purchase of the property and securing additional funds for the renovations necessary to construct an ice rink; and

WHEREAS, PIR has requested the Moscow City Council to provide one million dollars (\$1,000,000) of Hamilton Funds to be used in the renovation of the Former NRS Property, and through a Memorandum of Understanding (MOU) will provide recreational opportunities to the youth of Moscow to utilize the ice rink; and

WHEREAS, City desires to provide recreational opportunities to the youth of Moscow by offering access to programs and activities offered by an ice rink, and by providing Hamilton Funds to PIR for the construction and operation of an ice rink, the City has secured such access into the future; and

WHEREAS, City desires to ensure that its commitment of Hamilton Funds to be used for the renovation of the ice rink is secured for a minimum period of fifteen (15) years, including PIR's obligation to pay over to the City a proportionate amount of funds, should PIR or the ice rink cease operations for any reason within the first fifteen (15) years of operation; and

WHEREAS, the Moscow City Council has determined that the health, safety and welfare of the residents, including the youth of Moscow, and taxpayers of the City will be benefited by the construction and installation of an ice rink facility within the City limits of Moscow;

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

1. That total sum of one million dollars (\$1,000,000) shall be committed from the City of Moscow's Hamilton Fund, for purposes of providing funding contribution for a portion of Phase I building renovations, which includes installing the full-size sheet of ice and making improvements to the interior, and excludes funds from being used for the re-engineered roof and building a new parking lot on the south side of the property.
2. That PIR and City shall execute a Memorandum of Understanding (MOU), attached as Exhibit A, for the purpose of outlining the duties and obligations of each Party per the terms of this Resolution.
3. That 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 completion of Phase I, of the ice rink facility prior to City's distribution of participating funding.
4. 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, and as detailed in the MOU.
5. That PIR shall sign and record a document granting the City a right of first refusal for taking over ownership and operation of the ice rink facility, which includes all three properties associated with the agreement. Said right of first refusal shall only be effective in the event that PIR ceases operating the ice rink facility, including for reasons of insolvency. If City exercises such right of first refusal, City shall take such ownership subject to any encumbrances of record, including mortgages and/or deeds of trust.

SEVERABILITY. Provisions of this Resolution and said Agreement shall be deemed severable and the invalidity of any provision of this Resolution shall not affect the validity of the remaining provisions.

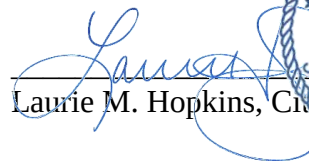
EFFECTIVE DATE. This Resolution shall be effective upon its passage and approval.

PASSED AND APPROVED by the Mayor and City Council of the City of Moscow, Idaho, this 16th day of February, 2021.


Bill Lambert, Mayor

CERTIFICATION. I hereby certify that the above is a true copy of a Resolution passed at a regular meeting of the City Council, City of Moscow, held on February, 16, 2021.

ATTEST:


Laurie M. Hopkins, City Clerk



ATTACHMENT A

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF MOSCOW, IDAHO AND PALOUSE ICE RINK ASSOCIATION

THIS MEMORANDUM OF UNDERSTANDING (hereinafter “MOU”) is entered into effective the ____ day of _____ 2021 by and between City of Moscow, Idaho a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho 83843 (hereinafter “CITY”) and Palouse Ice Rink Association, an unincorporated nonprofit association, P.O. Box 9144, Moscow, Idaho 83843 (hereinafter “PIR”).

WITNESSETH

WHEREAS, City was the recipient of funds from the Estate of Bobby C. Hamilton (hereinafter, “Hamilton Fund”) for the purposes of providing recreational opportunities to the youth of Moscow, which was accepted in 2000; and

WHEREAS, a city, as a general rule, is authorized to accept bequests, gifts and donations of all kinds of property subject to reasonable restrictions and conditions, by which it is bound when the bequest is accepted. (Idaho Code 50-301 and McQuillin Mun Corp § 28.16 Gifts and Bequests (3rd Ed.); and

WHEREAS, a city has broad authority to exercise all powers and perform all functions of local self-government in city affairs as are not specifically prohibited by or in conflict with the general laws or the constitution of the state of Idaho (Idaho Code 50-301); and

WHEREAS, municipalities are empowered to create, purchase, operate and maintain recreation and cultural facilities and activities (Idaho Code 50-303); and

WHEREAS, the Hamilton Fund has been utilized for projects such as the acquisition, construction, and installation of the Hamilton Indoor Recreation Center (HIRC) and the Hamilton Lowe Aquatic Center (see Ordinance 2003-23), and development of accessibility paths, development of playgrounds, construction of playground equipment, and installation of MSD Community Playfields, to name a few; and

WHEREAS, PIR, a non-profit organization, has been operating an ice rink in a temporary structure on leased ground since 2002. PIR reports that there are more than 35,000 patrons per year, including children/youth participating in learn to skate, after school skate, homeschool skate, open skate, stick and puck program, polar bear program, hockey, curling, science on ice, figure skating, and more; 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 Hamilton Fund 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, which at the time was located at the Latah County Fairgrounds and the estimated cost for PIR to construct the permanent facility was approximately \$5,000,000; and

obligation to pay over to the City a proportionate amount of funds as contained in this MOU, should PIR or the ice rink cease operations for any reason within the first fifteen (15) years; and

WHEREAS, CITY and PIR desire to execute this MOU for the purpose of outlining the duties and obligations of each Party per the terms of the Resolution passed by the Mayor and City Council of the City of Moscow committing the total sum of One Million Dollars (\$1,000,000) from the City of Moscow's Hamilton Fund per Resolution 2021-02 for the renovations necessary to operate an ice rink; and

WHEREAS, CITY and PIR have discussed the contents of this MOU and acknowledge that they understand their respective duties and obligations and that each Party intends to perform their respective duties and obligations as agreed hereunder;

NOW THEREFORE, for and in consideration of the mutual covenants and representations set forth in this MOU, CITY and PIR hereby agree as follows:

SECTION 1: COOPERATION

CITY and PIR are jointly committed to providing recreational opportunities for the community, especially the youth of our community, through the building and operation of an ice rink facility.

SECTION 2: CITY GENERAL RESPONSIBILITIES

CITY shall:

1. Upon receipt of all documentation from PIR that the loans have been provided, the property has been purchased, the right of first refusal (in the event the Palouse Ice Rink ceases to exist) has been executed and recorded, and PIR has raised the necessary amount of funding to fully construct Phase I of said ice-skating facility to completion, take all steps necessary to implement the contribution in conformance with all restrictions and conditions set forth herein and in Resolution 2021-02.
2. Commit the total sum of one million dollars (\$1,000,000) from the City of Moscow's Hamilton Fund, for purposes of providing funding contribution for a portion of Phase I building renovations, which includes installing the full-size sheet of ice and making improvements to the interior, and excludes the funds from being used for the reengineered roof and building a new parking lot on the south side of the property.
3. Provide funding for the approved Phase I expenses following the process as outlined herein:
 - a. PIR shall submit a request for payment to the City's Finance Director, or designee, for work completed and attach supporting documentation;
 - b. The City's Finance Director, upon receipt, will issue check to the contractor or subcontractor requesting payment in a timely manner and provide PIR a statement of the remaining balance.
 - c. The City of Moscow will agree to subordination terms as required by the lender Zions Bank.

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, on August 5, 2019, the Moscow City Council approved Resolution 2019-16, which stated that the City would commit one million dollars (\$1,000,000) of its Hamilton Fund for purposes of providing funding contribution for the construction of an ice-skating facility under the management of PIR, per PIR's July 16, 2016 business plan and then-updated cost estimates, to be constructed on leased property located at the Latah County Fairgrounds; and

WHEREAS, PIR has identified an alternative site within the City of Moscow for the location of an ice rink, located at 2009/2013 S. Main Street and 325 W. Palouse River Drive (hereinafter "Former NRS Property") at a negotiated purchase price of \$2,585,000; and

WHEREAS, PIR has requested the Moscow City Council allow the Hamilton Funds to be used towards the newly proposed ice rink located at the Former NRS Property for Phase I building renovations, which is estimated to cost approximately \$2,500,000. Phase I includes installing the full-size sheet of ice, reengineered roof, building a new parking lot on the south side of the property and making improvements to the interior as needed per the Moscow City Code;

WHEREAS, PIR has determined that Phase II is estimated to cost approximately \$500,000 and includes building offices, locker rooms, an event room, bleachers and a concession area. A portion of the remaining space will be left undeveloped for future expansion of youth-focused recreation such as batting cages or an exercise area as funds become available; and

WHEREAS, PIR has submitted a "Revised Business Plan, December 2020", relating to its proposal to purchase and renovate the Former NRS Property, which includes obtaining loans for the purchase of the property and securing additional funds for the renovations necessary to construct an ice rink; and

WHEREAS, PIR has requested the Moscow City Council to provide \$1,000,000 of Hamilton Funds to be used in the renovation of the Former NRS Property, and through this Memorandum of Understanding (MOU) will provide recreational opportunities to the youth of Moscow to utilize the ice rink; and

WHEREAS, City desires to provide recreational opportunities to the youth of Moscow by offering access to programs and activities offered by an ice rink and by providing Hamilton Funds to PIR for the construction and operation of an ice rink the City has secured such access into the future; and

WHEREAS, City desires to ensure that its commitment of Hamilton Funds to be used for the renovation of the ice rink is secured for a minimum period of fifteen (15) years, including PIR's

SECTION 3: PIR RESPONSIBILITIES TO PROVIDE RECREATIONAL OPPORTUNITIES FOR THE BENEFIT OF MOSCOW'S YOUTH

PIR shall:

1. Coordinate with the City of Moscow's Parks and Recreation Department prior to the opening of the ice rink each year to schedule ice time for programs to be offered through the Parks and Recreation Department.
2. Collaborate with Moscow Parks and Recreation Department in the event the Department chooses to jointly offer or promote youth ice programs.
3. Provide reduced rates for children/youth aged 16 and younger to utilize the ice rink facility and programs.
4. Provide opportunities for Moscow's schools to utilize the ice rink during school hours, at a reduced price from regular public skate charges. This program will be offered as ice time is available as determined by PIR.
5. Encourage Palouse Youth Hockey Association to continue providing scholarships, as funds are available, to children/youth who are able to demonstrate financial hardship.
6. Recognizing that current data suggests approximately 25%-30% of children attending public schools in the Moscow School District qualify for free and reduced lunch, the PIR will provide a minimum of 500 single use free public skate passes each season to the Moscow School District for distribution to these children. These passes will be non-transferable and cannot be replaced if lost. These passes may be used as space is available.
7. Provide other recreational and educational programming to youth as PIR board deems appropriate.
8. Offer a minimum of 6 hours of public skate time to the community on weekdays, schedule to be set by PIR, and provide use of skates to children who have families with financial hardship. Currently public skates are offered between the hours of 2:30-5:30pm on Tuesdays and Thursdays.
9. Offer open skate time to the community on weekends, time to be left to the discretion of PIR.
10. Provide other programs to encourage youth to explore ice sports. Current offerings include Learn to Skate, Public Skate, Late Skate, figure skating, After School Skate, Home School Skate, Stick & Puck, Polar Bear, and day camps, to name a few.
11. Provide public skate and free skates during school breaks, including fall break, winter break, spring break, federal and school holidays.
12. Provide reduced fees for Kids Camp, Adventure Club, and other similar programs to encourage youth to explore winter sports.
13. Provide opportunities for patrons interested in pursuing ice sports to exchange equipment.

SECTION 4: PIR GENERAL RESPONSIBILITIES

PIR shall:

1. 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 prior to City's distribution of participation funding as described in Section 2 of this MOU.
2. Provide appropriate recognition to the City of Moscow for its role in utilizing the Bobby C. Hamilton funds to support the construction of a permanent ice rink facility.

MEMORANDUM OF UNDERSTANDING
CITY AND PALOUSE ICE RINK

PAGE 4 OF 8

3. Recognize Bobby C. Hamilton by a method/means deemed appropriate by PIR for providing the generous bequest to the City of Moscow for the benefit of the Parks and Recreation Department to be used as much as possible for the benefit of young children, that was gifted to the City.
4. As per IRS Code 501(c)3, and as demonstrated over the last twenty years of operations, PIR agrees to continue operating the ice rink in a fiscally responsible manner that will allow the long-term continuation of the ice rink in our community.
5. At the request of the Mayor or City Council, provide updates to the City and City Council members regarding services to the community and financial success.
6. Allow a City staff member, designated by the Mayor, to sit in on board meetings as an ex officio PIR board member.
7. Maintain, at its expense, the ice and ice rink, its components, equipment and building.
8. Install and maintain appropriate signage, at its own expense, for ice rink operations.
9. Recognizing the limited staff of the PIR and the volunteer nature of the Board of Directors, provide an annual report at the end of each season to include but not be limited to the following information: the services and programs provided, the number of youth activities provided, the number of scholarships/free passes/waivers provided to the youth of Moscow, and the number of youth who participated.

SECTION 5: TERM

The term of this MOU is intended to be in perpetuity, however, in light of the fiduciary responsibility CITY has to ensure the funds being provided to PIR are being utilized for the benefit of Moscow's youth commensurate with the One Million Dollar (\$1,000,000) commitment of the Hamilton Funds, the Parties agree that if PIR ceases to operate the ice rink prior to 15 years from the date of execution of this MOU, PIR will be responsible to pay the City in the amount reflected in the table below, unless the City opts to resume control and operation of the ice rink under the terms and conditions included in the Right of First Refusal.

Within one year of date of execution of MOU	\$1,000,000
Within two years of date of execution of MOU	\$933,334
Within three years of date of execution of MOU	\$866,666
Within four years of date of execution of MOU	\$799,999
Within five years of date of execution of MOU	\$733,332
Within six years of date of execution of MOU	\$666,665
Within seven years of date of execution of MOU	\$599,998
Within eight years of date of execution of MOU	\$533,331
Within nine years of date of execution of MOU	\$466,664
Within ten years of date of execution of MOU	\$399,997
Within eleven years of date of execution of MOU	\$333,330
Within twelve years of date of execution of MOU	\$266,663
Within thirteen years of date of execution of MOU	\$199,996
Within fourteen years of date of execution of MOU	\$133,329
Within fifteen years of date of execution of MOU	\$66,662

SECTION 6: GENERAL PROVISIONS

- A. Indemnification. PIR shall indemnify and hold CITY harmless from and against any and all claims, losses, damages, injuries, liabilities and costs, including attorney fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation to be performed under the terms of this MOU by PIR, or arising from any act, negligence or omission by PIR or any of its agents, employees and volunteers. PIR's liability under this paragraph shall be limited by the terms of the Idaho Tort Claims Act.
- B. Insurance. PIR shall maintain comprehensive public liability and property damage insurance with limits reasonably satisfactory to CITY as will protect PIR from claims for damages because of bodily injury, including death, or damages because of injuries or destruction or loss of use of property, which may arise from its operations under this MOU, whether such operations be by it or its agents or anyone directly or indirectly authorized by PIR.
- C. Rights Not Assignable. PIR and CITY shall not assign any right, duties or obligations under this MOU to any other person or entity, governmental or otherwise, without the prior written approval of the other Party.
- D. No Joint Venture and No Joint Powers Agreement. Nothing contained in this MOU shall be in any way construed as creating, expressing or implying that the Parties hereto have joined together in any joint venture partnership or agency relationship between or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this MOU.
- E. Interpretation. As a further condition of this MOU, PIR and CITY acknowledge that this MOU shall be deemed and construed to have been prepared mutually by each Party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any Party.
- F. Non-Discrimination. It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. PIR shall not discriminate against any employee or applicant for employment. PIR's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training. PIR agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

Furthermore, PIR agrees to not discriminate against a youth applying for a scholarship or a waiver of fees based on financial hardship or inability to pay, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity.

- G. Compliance with Laws. PIR agrees that it shall conduct its operations pursuant to this MOU in conformance with all applicable laws, ordinances and regulations of all governmental and regulatory agencies having jurisdiction.
- H. Jurisdiction and Venue. It is agreed that this MOU shall be construed under and governed by the laws of the State of Idaho. In event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.
- I. Binding Authority. PIR and CITY each represents and warrants to the other that this MOU (i) has been validly executed and delivered; (ii) has been duly authorized; and (iii) constitutes a valid binding agreement of such Party enforceable in accordance with its terms.
- J. Appropriation of Funds. This MOU is contingent upon PIR receiving the necessary funding to complete the purchase and renovation of the Former NRS Property. In the event that such funding is not received, then and in that event, the respective Party's obligations under this MOU shall cease and each Party shall be released from further performance under this MOU without any liability to the other Party.
- K. Notice. All communication or notification to be given pursuant to this MOU shall be given to the following:

Notice to PIR:

Palouse Ice Rink
1021 Harold Street
PO Box 8023
Moscow, ID 83843

Notice to CITY:

Moscow City Supervisor
206 East Third Street
P O Box 9203
Moscow, ID 83843-1703

- L. Complete Agreement. This MOU constitutes the entire expression of intent and/or agreement of the Parties and supersedes all prior agreements or understandings, written or oral, with respect thereto.
- M. Amendments. The terms of this MOU may be amended by mutual agreement of the Parties. The Party seeking an amendment shall submit a written request for amendment to the other Party. The request shall clearly describe the proposed change and why the change is necessary. The responding Party shall schedule a review of the request within thirty (30) days from receipt of the request and shall respond within sixty (60) days from receipt of the request. The responding Party may approve, deny, or suggest modifications to the amendment. Any amendment shall be in writing, shall refer specifically to this MOU, and shall be executed by both Parties.

IN WITNESS WHEREOF, PIR and CITY, by and through their respective officials designated below, have caused this MOU to be executed on the date and year first above written.

PIR

Palouse Ice Rink

CITY

City of Moscow

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2021, before me, a Notary Public in and for said State, appeared _____, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative of Palouse Ice Rink.

Notary Public for the State of Idaho

Residing at _____

My commission expires _____

MEMORANDUM OF UNDERSTANDING
CITY AND PALOUSE ICE RINK

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Whatever provisions are in place between property owner and tenant doesn't change because of this process. Staff isn't looking to revise the ordinance but trying to provide a process that allows all the possible legal remedies for enforcement of the ordinance already in place.

Schoenberg said this won't cause a lot of change for their processes and doesn't see the need for the change in the lease.

Banks said a lot of times the City doesn't know a tenant has moved out and there is no forwarding address. Also, when a tenant moves in and is immediately behind, aren't working out payment plans, and if they do have a payment plan they don't pay it, and ultimately vacate the property. A lot of times when a tenant's lease is up and they move out, the owner would receive a collection notice with no prior correspondence regarding the delinquent account. With the new policy, the final bill will be sent to the tenant as well as the property owner so they know there is an outstanding bill and can be timely on collection. Riedner said there was discussion regarding outstanding bills at the time of the sale of property. The agreement says "may pursue a lien" so that property owners know this could be brought against the property if not cleared.

Bettge moved to approve the Resolution authorizing a revised process requiring property owners to execute an agreement when applying for City utility services. Kelly seconded. Roll Call Vote: Ayes: Five (5). Nays: One (Taruscio). Abstentions: None. Motion carried.

5. Request from Palouse Ice Rink for Hamilton Funds (ACTION ITEM) – Gary J. Riedner

By adoption of Resolution 2017-13, and its successor, Resolution 2019-16, the Moscow City Council approved a commitment of \$1 million dollars of Hamilton Funds to the Palouse Ice Rink (PIR) for construction of an ice rink facility. Resolution 2019-16 sets the parameters of the City's commitment, which expires on May 22, 2022, which is also the date of expiration of the conditional use permit for the ice rink at its current location at the Latah County Fairgrounds. PIR has recently reported that it is in negotiation for potential purchase of the former Northwest River Supplies building located on South Main Street. PIR Vice-President Tony Mangini is requesting the City Council to renew its commitment of Hamilton Funds to be used in the new location, rather than the current Fairgrounds location. PIR has submitted a new business plan and pro forma in support of their request. Staff has requested additional information from PIR that is necessary in order for staff to advise City Council. The 2020 PIR Business Plan and additional materials relating to the Council's previous commitment of Hamilton Funds are attached to the Council packet. PIR's request was presented to City Council on December 21, 2020, at which time Council directed staff to meet with PIR to develop a proposal for City Council review. Staff has proposed a draft Memorandum of Understanding (MOU) and authorizing Resolution for City Council consideration.

PROPOSED ACTIONS: Review draft Memorandum of Understanding and Resolution stating conditions of approval of Palouse Ice Rink's Request for City participation of \$1 million of Hamilton Funds to assist in construction of the ice rink, and approve, or deny, or modify the MOU and Resolution, or take such other action deemed appropriate.

Riedner introduced the item as written above and went through details of the resolution. The previous resolution committed \$1 million after all other funding was identified. When project changed, the commitment changed. The ice rink is now proposed on private property and has an owner loan and a bank loan. The proposal will take \$2.5-3 million to renovate the property and want to use the Hamilton Funds for construction and renovation. Riedner detailed the resolution and Memorandum of Understanding (MOU). A MOU wasn't required with the previous resolution because until the funding was identified, it was not needed. Similar to the previous resolution, renovation funds are required prior to access to the Hamilton funds. The MOU includes 13 provisions to provide youth to the city and a

right of refusal. If PIR cannot continue running the ice rink, the MOU includes a 15-year amortized repayment schedule.

Tony Mangini (Moscow) VP for PIR, spoke on the youth sports the ice rink offers and how it fits in the vision of the Hamilton Funds. He provided information on the funding and loans. Fundraising will continue and the goal is to have it built by end of 2021.

Mark McGuire (Moscow) President of PIR. The opportunity is close and they are ready to address the complexities. They are ready to mobilize as soon as they take ownership of the property.

Steffen Werner (Moscow) fundraising committee for PIR. He has a son that plays hockey and has seen what a benefit hockey is for kids, especially with a full-size rink.

Mangini said the normal ice season is mid-October to mid-March. Science on Ice will continue but could evolve into something else. The intent is to always have an educational aspect at the ice rink.

Cory Trapp, architect for PIR. He said there are challenges with this building, including nine columns that will need to be taken out. They are always talking about how to be cost-effective with the renovations.

Taruscio moved and Sullivan seconded to approve the Memorandum of Understanding and Resolution stating conditions of approval of Palouse Ice Rink's Request for City participation of \$1 million of Hamilton Funds to assist in construction of the ice rink. Councilmembers shared their positive thoughts about the ice rink. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

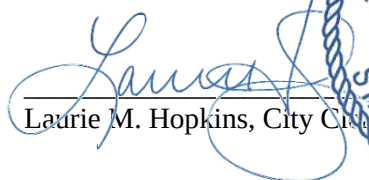
6. Monthly COVID-19 Report - Gary J. Riedner

Riedner reviewed the metrics model. As of February 15, Moscow meets two out of the three metrics in tier one. Tier two and three are not met. See attached presentation.

ADJOURN

It was moved, seconded and mutually agreed upon to adjourn at 9:02 p.m.

ATTEST:


Laurie M. Hopkins, City Clerk




Bill Lambert, Mayor

MEMORANDUM



To: Mayor & City Council
From: Gary J. Riedner, City Supervisor
Cc: Mia Bautista, City Attorney; Laurie Hopkins, City Clerk; Sarah Banks, Finance Director; Jen Pfiffner, Deputy City Supervisor; Dwight Curtis, Director of Parks and Recreation; Bill Belknap, Deputy City Supervisor; Tyler Palmer, Deputy City Supervisor
Date: February 12, 2021
Re: Palouse Ice Rink Request for Hamilton Funds

By adoption of Resolution 2017-13, and its successor, Resolution 2019-16, the Moscow City Council approved a commitment of \$1 million of Hamilton Funds to the Palouse Ice Rink (PIR) for construction of an ice rink facility. Resolution 2019-16 sets the parameters of the City's commitment, which expires on May 22, 2022, which is also the date of expiration of the conditional use permit for the ice rink at its current location at the Latah County Fairgrounds. PIR has recently reported that it is in negotiation for potential purchase of the former Northwest River Supplies building located on South Main Street. PIR Vice-President Tony Mangini is requesting the City Council to renew its commitment of Hamilton Funds to be used in the new location, rather than the current Fairgrounds location. PIR has submitted a new business plan and pro forma in support of their request.

PIR presented to Administrative Committee on Monday, December 14, 2020 and City Council on Monday, December 21, 2020.

I met with PIR Vice-President Tony Mangini on November 19, 2020, to discuss PIR's revised plan to purchase the former NRS property located on South Main, and to remodel a portion of the property to accommodate an ice rink.

Moscow City Council Resolution 2017-13, dated June 19, 2017 set out the conditions under which the City would provide Hamilton Fund support for the original PIR ice rink project. When the project did not proceed as expected, and the construction price increased, PIR requested an extension of the commitment, which the City Council did with Resolution 2019-16, passed on August 5, 2019.

There are several conditions imposed by Resolution 2019-16 in order for PIR to access the Hamilton Funds. Those conditions are identified in sections 1-6 of the Resolution.

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.

There are several changes in PIR's plan, which include:

- That the facility will be located on private property rather than on leased property from Latah County, another governmental entity;
- That the facility will likely be subject to mortgages/liens to Zion's Bank and the Parks family;
- The City's requested contribution is intended to be used for remodeling/construction of the facility, rather than capstone funding, as anticipated in Resolutions 2017-13 and 2019-16;
- The current plan states that "the condition of the original agreement allowed the City the right to assume control of the facility in the event PIR ceased to exist as an organization. The new purchase agreement necessitates alteration to give the City of Moscow rights of first refusal to assume the operational control of the facility and transfer the property and debt with the lienholder." I have requested clarification of that paragraph so that the City Attorney can advise the Council.

The City Attorney has requested review of additional information regarding the project prior to advising the City Council, including documents that detail the property transaction, i.e., terms,

conditions, encumbrances, etc. PIR has provided information that has been reviewed by the City Attorney.

As directed by City Council on December 21, 2020, staff has prepared a Memorandum of Understanding (MOU) between the City and PIR for City Council consideration, in addition to a revised Resolution to replace Resolution 2019-16.

PROPOSED ACTIONS: Approve the Master Agreement Contract Extension for Professional Services with Aspect Consulting, or take such other action deemed appropriate.

Palmer introduced the item as written above. After a few comments, Taruscio moved, Kelly seconded to approve the Master Agreement Contract Extension for Professional Services with Aspect Consulting. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

4. Request from Palouse Ice Rink for Hamilton Funds (ACTION ITEM) – Tyler Palmer

By adoption of Resolution 2017-13, and its successor, Resolution 2019-16, the Moscow City Council approved a commitment of \$1 million of Hamilton Funds to the Palouse Ice Rink (PIR) for construction of an ice rink facility. Resolution 2019-16 sets the parameters of the City's commitment, which expires on May 22, 2022 which also the date of expiration of the conditional use permit for the ice rink at its current location at the Latah County Fairgrounds. PIR has recently reported that it is in negotiation for potential purchase of the former Northwest River Supplies building located on South Main Street. PIR Vice-President Tony Mangini is requesting the City Council to renew its commitment of Hamilton Funds to be used in the new location, rather than the current Fairgrounds location. PIR has submitted a new business plan and pro forma in support of their request. Staff has requested additional information from PIR that is necessary in order for staff to advise City Council. The 2020 PIR Business Plan and additional materials relating to the Council's previous commitment of Hamilton Funds are attached to the Council packet. PIR's request will be presented to City Council on December 21, at which time it is anticipated that Council will direct staff accordingly.

PROPOSED ACTIONS: Receive request for \$1 million of Hamilton Funds from Palouse Ice Rink and provide staff direction.

Palmer introduced the item with a brief history of the ice rink as well as the details above.

Mangini provided a detailed background of the rink. In 2019, the Northwest River Supply (NRS) South Main Street location became available and was determined to be feasible for conversion into an ice rink. Pursuit of the property began, estimates for conversion were determined and a closing date has been set for February 2, 2021. There is now a plan in place with the ability to deliver on the promise to the commitment of Hamilton funds. With the past fundraising and the Hamilton funds if approved, the remaining cost needed to renovate is \$1,250,000. Since the public announcement of the new location for the ice rink, they have received 20% of that total. If construction starts and the fundraising has not been met, there is some flexibility with the money that is borrowed to prevent construction from stopping. They also believe another \$200,000-300,000 can be generated over the next thirty days. Construction schedule will be a continuing conversation. The construction can also be completed in phases such as hold off on lockers room and other amenities and concentrate on the code requirements and opening the facility.

If the PIR shuts down, the City would take control of the rink, including the debt. There are considerations the City needs to review as this request is very different than the previous request. Palmer said staff will need to explore what it will take to meet the needs of the city and then can sit down with PIR and see how to keep the project moving forward if the Council desires.

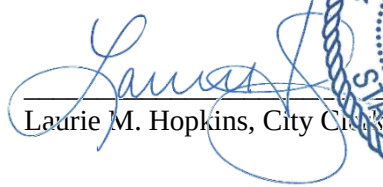
Sullivan moved to direct staff to continue looking into what it would take to commit Hamilton funds to the PIR considering the changes in this proposal. Kelly seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

The Mayor and Councilmembers reflected on year 2020 including community unity, development in the south part of town, rising to challenges with creativity, sense of hope, and how the present impacts the future.

ADJOURN

The meeting adjourned at 8:21 p.m.

ATTEST:


Laurie M. Hopkins, City Clerk




Bill Lambert, Mayor

Administrative Committee



Regular Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

**Monday,
December 14, 2020**

4:00 PM

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

REGULAR AGENDA

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

PRESENT: Art Bettge, Maureen Laflin (Virtual), Sandra Kelly

OTHERS: Mayor Bill Lambert, Council Member Brandy Sullivan (Virtual), Tony Mangini, (Palouse Ice Rink), Christina Randal (Palouse Ice Rink)

STAFF: Gary J. Riedner, Tyler Palmer (Virtual), Mia Bautista (Virtual), Bill Belknap (Virtual), Jen Pfiffner (Virtual), Laurie M. Hopkins (Virtual), Taylor Riedner (Virtual)

**1. Approval of November 9, 2020 Administrative Committee Minutes (ACTION ITEM) -
Taylor Riedner**

Minutes presented for approval.

PROPOSED ACTIONS: Approve minutes as presented; approve minutes with amendments; or take such other action deemed appropriate.

The minutes were approved as presented.

2. Request from Palouse Ice Rink for Hamilton Funds (ACTION ITEM) – Gary J. Riedner

By adoption of Resolution 2017-13, and its successor, Resolution 2019-16, the Moscow City Council approved a commitment of \$1 million of Hamilton Funds to the Palouse Ice Rink for construction of an ice rink facility. Resolution 2019-16 sets the parameters of the City's commitment, which expires on May 22, 2022 which is also the date of expiration of the conditional use permit for the ice rink at its current location at the Latah County Fairgrounds. PIR has recently reported that it is in negotiation for potential purchase of the former Northwest River Supplies (NRS) building located on South Main Street. PIR Vice-President Tony Mangini is requesting the City Council to renew its commitment of Hamilton Funds to be used in the new location, rather than the current Fairgrounds location. PIR has submitted a new business plan and pro forma in support of their request. Staff has requested additional information from PIR that is necessary in order for staff to advise City Council. The 2020 PIR Business Plan and additional materials relating to the Council's previous commitment of Hamilton Funds is attached to the Committee packet. PIR's request will be presented to City Council on December 21, at which time it is anticipated that Council will direct staff accordingly.

PROPOSED ACTIONS: Receive request for \$1 million of Hamilton Funds from Palouse Ice Rink and provide staff direction.

Riedner presented the item as written above. This discussion is to clarify technicalities of the agreement and an ice rink which can serve the youth of Moscow in accordance to Bob Hamilton's will.

Current funding is to a facility located on public property subject to a 50-year lease and providing construction funding for a private facility on private property is quite different. Mangini presented the process of the purchase and sale of the ice rink. Bill and Donna Parks, the current owners of the facility, agreed to carry a portion of the debt as an unsecured creditor. Most ice rinks tend to be 200 feet in length, this new ice rink will instead be 185 feet but it would satisfy USA Hockey and US Figure Skating requirements and will be in regulation for tournaments. The addition of the extra 15 feet would add a substantial and unnecessary cost. Parking will be provided around the building and in the vacant lot to the south. There will also be a bleacher area for attendees as well as a potential mezzanine. Mangini shared the positives of this new ice rink including the potential to host high school tournaments. If for any reason PIR is dissolved there would be an agreement between the City and the bank to allow the City to assume control of the property. Whoever is running the property at that time would also assume the debt. Funding for the project consists of the Parks loan, a loan from Zions Bank, Hamilton funds from the City, as well as donations and private funding. Construction plans for the building include roof modifications to remove interior columns, raise the floor grade by 12 inches to insert a layer of insulation, cooling coils, as well as rebar and concrete. Due to these changes, it would be difficult if not expensive to do much else with the building besides an ice rink. The grand opening is anticipated to happen October 2021. PIR set a goal to raise an additional \$1.25 million dollars and are currently at \$275,000. The Committee recommended approval and that it be placed on the Council regular agenda.

3. 2021 City Limits Ordinance (ACTION ITEM) - Bill Belknap

Idaho Code Section 63-215 states that taxing districts that alter their boundaries must prepare and file the legal description and map of the new district boundary within 30 days of the amendment or no later than the tenth day of January of the year following the alteration. The City recently amended the City boundary through the annexation of the Schweitzer Engineering Labs property which occurred on November 16th, 2020. Staff has prepared a new City Limits ordinance which includes the updated legal description and boundary map for the Council's approval and transmission to the State Tax Commission and Latah County Recorder and Assessor offices. This matter has been scheduled for consideration by the Council at the Council's upcoming January 4, 2021 meeting.

PROPOSED ACTIONS: Recommend approval of 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 take such other action deemed appropriate.

Belknap presented the item as written above. Needing no further discussion, the Committee agreed to move this to the Council regular agenda.

4. Regence Blue Shield Premium Reimbursement (ACTION ITEM) - Gary J. Riedner / Jen Pfiffner

In August 2020, the City's medical insurance provider, Regence Blue Shield of Idaho, provided a 15% rebate on premiums due to members not accessing medical services due to COVID-19. The rebate provided a credit of \$25,595.42 to the City in September 2020.

Of the total amount rebated, approximately 15% of the employee portion paid is \$4,780.55; the balance of \$20,549.61 reflects City paid premiums.



Palouse Ice Rink

MOSCOW, IDAHO



**Palouse Ice Rink
Revised Business Plan
December 2020**

Since 2002, the Palouse Ice Rink (PIR) organization has worked persistently to build a full-sized ice rink facility in Moscow after demonstrating its value to the community for youth recreation. After the Moscow City Council voted unanimously in favor of allocating \$1,000,000 of the Hamilton Fund towards the completion of an ice rink in August 2016, PIR pushed even harder to achieve its goal. To date over \$400,000 in confirmed pledges have been accumulated, over \$400,000 in cash has been raised through donations and grants, and assets (most notably a refrigeration unit, dasher boards and protective glass) were acquired for substantially less. As a non-profit organization, we have accomplished quite a bit toward our goal; however, we have struggled to find large donors to help us reach the projected \$5,000,000 needed to build a new facility at the Latah Fair Grounds as originally planned. PIR began exploring alternative funding opportunities, and in 2018 hired a fundraising professional to help support the effort. Thus, when a new opportunity presented itself, PIR explored an alternative path for project completion.

The former Northwest River Supplies (NRS) distribution center, owned by Bill and Donna Parks, long time Moscow residents and benefactors, located at 2009 S Main Street was vacated by NRS in November 2019. PIR started exploring the feasibility of the site shortly after it became empty. The western section of the NRS building is 100' x 200' in size, large enough for a full-sized ice sheet measuring 85' x 185', the minimum required size per USA Hockey and USA Figure Skating, making the space acceptable for our needs. The interior columns supporting the roof could be removed and replaced with crossbeams to create the open span needed for the ice surface, and the rest of the building would not require any other structural change for the project.

Bill and Donna Parks were contacted to determine if a purchase agreement could be reached. The Parks have shown a great deal of generosity towards many charitable causes over the years, including the existing ice rink located at the Latah County Fairgrounds. PIR is excited to announce that an agreement has been reached for the purchase. PIR will pay the principal property purchase with a USDA loan issued by Zions Bank and the balance will be an unsecured note held by the Parks' family. The purchase price of \$2,585,000 includes three properties: 2009 S Main St, 2013 S Main St and 325 W Palouse River Dr. The facility will be called the PARC (Parks' Activity Recreation Center).

Cory Trapp, from the firm Longwell and Trapp out of Hayden, previously engaged in a facility design for the Fairgrounds location is the project architect. Mr. Trapp has designed a two-phased renovation plan for the former NRS building, with Phase I focusing on installing the full-sized sheet of ice including the reengineered roof, building a new parking lot on the south side of the property and making improvements to the interior as needed per city code. Phase II will include building out offices, locker rooms, an event room, bleachers and a concession area. A portion of this area will be left undeveloped for future expansion of youth-focused recreation such as batting cages or an exercise area as funds become available. Ginno Construction, from Coeur d'Alene, has been hired as the general contractor for the project. Cory Trapp estimated the costs as projected by Ginno (page 7) for Phase I of \$2,500,000 and Phase II of \$500,000. The projected start date coincides with the closing of the purchase in February 2021 with completion expected in October 2021 for a fall grand opening.

PIR requests the Moscow City Council allow the \$1,000,000 of Hamilton Funds be used towards the newly proposed PARC for the Phase I building renovations. The money will be spent specifically on reengineering the roof and installing the refrigeration and cooling system needed for the ice surface. We believe the PARC is the best direction for bringing an ice rink to Moscow for the following reasons.

- PIR will own the property and be able to operate longer hours than currently allowed at the Fairgrounds.
- The property is a tangible asset for PIR that can be collateralized with a bank, something the original proposal lacked since the land is owned by the county in the current location.
- The building is in a commercial zone with minimal potential noise issues for neighbors.
- The purchase of the property is scheduled to close February 2, 2021 with renovations starting immediately after for an expected opening by October 2021.
- We are repurposing an existing structure, supporting sustainability in Moscow.

The availability of the \$1,000,000 Hamilton Funds is critical to completing this project. PIR will raise \$1,250,000 over the next six months with our professional fundraiser, Christina Randal, leading our efforts. **We believe the community is ready to engage because the finish line is in sight.** Evidence of excitement was clear at our limited attendance open house on November 14th where new donations and pledges of \$188,500 were received. With the \$800,000 already accumulated in cash and pledges, we expect to complete both Phase I and II in 2021. PIR plans to lease a portion of the facility to a business for income to meet interest and principal payment obligations. We are actively negotiating with a Moscow business for the space that complements our mission supporting youth recreation.

The condition of the original agreement allowed the City of Moscow the right to assume control of the facility in the event PIR ceased to exist as an organization. The new purchase agreement necessitates alteration to give the City of Moscow rights of first refusal to assume the operational control of the facility and transfer the property and debt with the lien holders. Our goal is to protect the investment of city resources with arrangements agreeable for PIR, the City of Moscow and creditors.

The remaining pages consist of the following:

- Exhibit #1 – Overhead plans for property after renovation.
- Exhibit #2 – Construction budget from Ginno Construction.
- Exhibits #3 & #4 – Renderings of the PARC.

We appreciate all the time and effort the members of the Moscow City government have put towards aiding us in our efforts. We look forward to discussing further how we can work together to make the PARC part of youth recreational facilities in our community.

PALOUSE ICE RINK
Park's Activity Recreation Center

Architectural site plan of the Palouse Ice Rink and Park's Activity Recreation Center. The plan shows a large ice rink on the left, a central building with multiple rooms, and a parking lot on the right. The rink is labeled "ICE RINK" and "PHASE 1". The building has various rooms including "LOBBY", "RECEPTION", "RESTROOMS", and "LOCKER ROOM". The parking lot is labeled "PARKING LOT" and "PHASE 1". The plan also shows a "TRUCKS AND TRAILERS" area and a "TRUCKS AND TRAILERS" area. The title "PALOUSE ICE RINK" and "Park's Activity Recreation Center" is prominently displayed at the top.

Exhibit #1

ESTIMATE OF PROBABLE COST
P.A.R.C - Moscow Ice Rink

prepared by:
Ginno Construction
3893 N Schrieber Way
Coeur d'Alene ID, 83814

Phase I				
Total Building Area	26,450	s.f.		
SECTION	Quantity	Units	Cost/SF	Estimated Costs
01 GENERAL REQUIREMENTS			\$8.94 /S.F.	\$233,856
02 DEMOLITION			\$4.16 /S.F.	\$110,000
03 CONCRETE			\$7.22 /S.F.	\$191,020
04 MASONRY			\$0.00 /S.F.	\$0
05 METALS			\$9.64 /S.F.	\$255,009
06 WOOD AND PLASTICS			\$12.59 /S.F.	\$333,000
07 THERMAL AND MOISTURE PROTECTION			\$0.00 /S.F.	\$0
08 DOORS AND WINDOWS			\$0.00 /S.F.	\$0
09 FINISHES			\$0.00 /S.F.	\$0
10 SPECIALTIES			\$0.57 /S.F.	\$15,000
11 EQUIPMENT - Dasher Board Install			\$0.00 /S.F.	\$0
12 FURNISHINGS			\$0.00 /S.F.	\$0
14 CONVEYING SYSTEMS			\$0.00 /S.F.	\$0
21 FIRE SUPPRESSION			\$2.45 /S.F.	\$64,736
22 PLUMBING - Bathrooms, floor drains, etc.			\$3.63 /S.F.	\$98,000
22 PLUMBING - Refrigerant piping			\$5.29 /S.F.	\$140,000
23 HVAC - Dehumidification Ice Rink			\$8.62 /S.F.	\$228,000
23 HVAC - Main Floor			\$0.00 /S.F.	\$0
26 ELECTRICAL - Ice Rink Area			\$9.53 /S.F.	\$252,177
26 ELECTRICAL - Build Out (Included Above)			Included Above	
31 EARTHWORK - Parking lot shaping and grading			\$4.72 /S.F.	\$124,850
32 EXTERIOR IMPROVEMENTS - Gravel Lot w/curb, Concrete ADA stalls & Entry Sidewalk, Landscaping			\$2.36 /S.F.	\$62,300
SUB-TOTAL			\$79.62 /S.F.	\$2,105,948
CONTRACTOR LIABILITY INSURANCE	1.00%		\$0.90 /S.F.	\$21,059
CONSTRUCTION CONTINGENCY	10.00%		\$7.96 /S.F.	\$210,596
CONTRACTOR OVERHEAD & PROFIT	7.00%		\$5.57 /S.F.	\$147,416
SUB-TOTAL			\$93.95 /S.F.	\$2,485,019
TOTAL (Construction)			\$93.95 /S.F.	\$2,485,019
Architectural & Engineering Fees	6.00%			\$149,101
Reimbursables (estimated)				\$7,500
Special Inspection (estimated)				\$15,000
Topographic Survey				\$3,000
Soils Tests				\$8,000
Building Permit Fees - City of Moscow				\$49,700
Sewer Cap Fees				\$50,000
Water Cap Fees (Water Service and Fire Line)				\$0
SUB-TOTAL SOFT COSTS				\$282,301
TOTAL ESTIMATED CONSTRUCTION COSTS				\$2,767,320
 Alternate 1: Parking Lot		Parking Lot Paving, Striping and Sidewalks Bid - Add:		\$77,000.00
Alternate 2: Dasher Boards		Dasher Board Install - Add:		\$20,500.00
Alternate 3: Add Mezzanine		Add Mezzanine Bid - Add:		\$275,000.00
Alternate 4: Deduct Demo for Volunteer Work		Volunteers demo existing offices/Mezzanine - 6500 SF - Deduct:		(\$26,000.00)
Alternate 5: Zamboni Garage		Delete Zamboni Garage and Overhead door - 900 SF - Deduct:		(\$58,500.00)
Total Estimate Construction cost w/Alternates				\$3,055,320

Exhibit #2



Exhibit #3

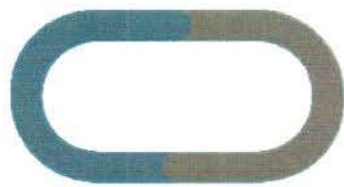


Exhibit #4

Palouse Ice Rink Pro Forma 2020

Income	Actual	Projected	Pro Forma - Construction Spring 2021		
	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
Total Adult Hockey	\$ 75,014	\$ 75,000	\$ 85,000	\$ 95,000	\$ 105,000
Total Facility Use/Rentals	\$ 45,798	\$ 32,000	\$ 58,000	\$ 68,000	\$ 78,000
Total Public Skating	\$ 62,986	\$ 45,000	\$ 65,000	\$ 80,000	\$ 90,000
Total Skate Shop	\$ 15,655	\$ 10,000	\$ 17,310	\$ 18,003	\$ 18,722
Total Youth Hockey	\$ 62,910	\$ 60,000	\$ 63,305	\$ 69,636	\$ 76,599
Other & Concessions	\$ 4,121		\$ 5,000	\$ 24,921	\$ 28,581
Total Income from Operations	\$ 266,484	\$ 222,000	\$ 293,615	\$ 355,560	\$ 396,902
Fundraising Income	\$ 172,916	\$ 600,000	\$ 400,000	\$ 400,000	\$ 400,000
Advertising Revenue	\$ 6,200	\$ 6,200	\$ 8,500	\$ 12,500	\$ 15,000
Rental Income		\$ 12,000	\$ 60,000	\$ 60,000	\$ 60,000
Total Income	\$ 445,600	\$ 840,200	\$ 762,115	\$ 828,060	\$ 871,902
Expenses					
Total Bank Charges	\$ 4,393	\$ 3,500	\$ 3,605	\$ 5,408	\$ 5,462
Total Concession	\$ 1,203	\$ 1,000	\$ 1,030	\$ 6,838	\$ 8,205
Total Insurance	\$ 13,089	\$ 15,000	\$ 35,000	\$ 36,050	\$ 37,132
Total Lease	\$ 7,603	\$ 5,000	\$ -	\$ -	\$ -
Total Marketing	\$ 3,768	\$ 2,000	\$ 9,500	\$ 10,327	\$ 10,430
Total Miscellaneous	\$ 2,134	\$ 2,800	\$ 3,640	\$ 3,749	\$ 3,862
Total Office	\$ 3,381	\$ 3,750	\$ 4,800	\$ 8,613	\$ 9,392
Payroll Expenses	\$ 81,941	\$ 83,500	\$ 100,000	\$ 110,000	\$ 113,300
Professional Fees	\$ 3,810	\$ 3,800	\$ 4,750	\$ 5,700	\$ 6,840
Total Repairs and Maintenance	\$ 25,847	\$ 5,000	\$ 22,406	\$ 23,303	\$ 24,235
Total Restroom (Hahn)	\$ 2,557	\$ 2,600	\$ -	\$ -	\$ -
Total Sales Tax	\$ 22,772	\$ 20,000	\$ 20,600	\$ 22,392	\$ 22,616
Total Utilities	\$ 27,853	\$ 28,000	\$ 35,000	\$ 52,500	\$ 55,125
Referee Fees	\$ 12,172	\$ 12,000	\$ 18,000	\$ 19,000	\$ 21,000
Employee Training/Other	\$ 5,664	\$ 4,000	\$ 5,500	\$ 5,500	\$ 5,500
Total Expenses from Operations	\$ 217,175	\$ 191,950	\$ 263,831	\$ 309,379	\$ 323,098
Fundraising Expense	\$ 78,877	\$ 35,000	\$ 40,000	\$ 25,000	\$ 15,000
Construction Expense		\$ 2,500,000	\$ 300,000		
Mortgage Expense		\$ 60,000	\$ 175,200	\$ 163,500	\$ 151,500
Rental Expense			\$ 20,000	\$ 5,000	\$ 5,000
Total Expenses	\$ 302,789	\$ 2,786,950	\$ 799,031	\$ 502,879	\$ 494,598

Prepared by Randal Consulting, LLC
12/02/2020



Palouse Ice Rink

LATAH COUNTY FAIRGROUNDS, MOSCOW, IDAHO



Business Plan

July 2016

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

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Executive Summary

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

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

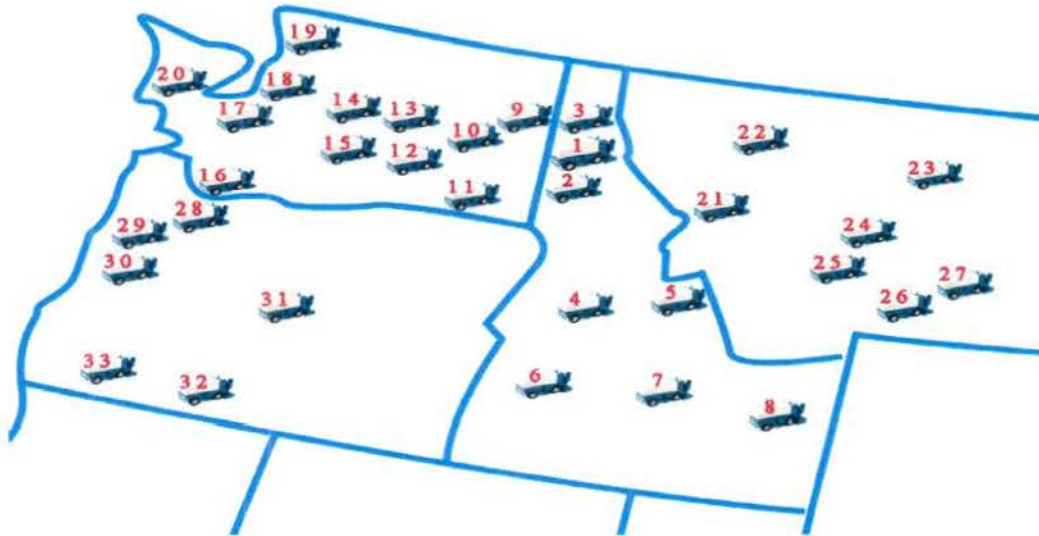
The new facility will be constructed at our present location at the Latah County Fairgrounds. It will include a full size sheet of ice, restrooms, locker rooms, a concession area, an office area, and bleachers for up to approximately 300 spectators. It will be used as an ice arena, but can also be utilized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

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

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

Ice Skating Facilities in the Northwest

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



- | | |
|--|---|
| 1) Moscow/Pullman | 18) Seattle – 8 rinks located in surrounding area |
| 2) Lewiston – ¾ sized indoor rink | 19) Bellingham – full sized indoor rink |
| 3) Coeur d’Alene – full sized indoor rink | 20) Bremerton – full sized indoor rink |
| 4) McCall – full sized indoor rink | 21) Missoula – 1 indoor/1 outdoor full sized sheets |
| 5) Salmon – full sized outdoor rink | 22) Whitefish – full sized indoor rink |
| 6) Boise – 2 full sized sheets indoor rink | 23) Great Falls – full sized indoor rink |
| 7) Sun Valley – 1 indoor/1 outdoor full sized sheets | 24) Helena – full sized indoor rink |
| 8) Idaho Falls – full sized indoor rink | 25) Butte – full sized indoor rink |
| 9) Spokane – 2 indoor/1 outdoor full sized sheets | 26) Big Sky – full sized outdoor rink |
| 10) Cheney – full sized indoor rink | 27) Bozeman – 2 full sized indoor & 3 outdoor rinks |
| 11) Walla Walla – full sized indoor rink | 28) Portland – 4 full sized indoor rinks |
| 12) Tri-Cities – 2 full sized indoor rinks in area | 29) Corvallis – full sized indoor rink |
| 13) Moses Lake – full sized outdoor rink | 30) Eugene – full sized indoor rink |
| 14) Wenatchee – 2 full sized sheets in one rink | 31) Bend – full sized indoor rink |
| 15) Yakima – ¾ sized indoor rink | 32) Klamath Falls – full sized outdoor rink |
| 16) Vancouver – full sized indoor rink | 33) Medford – full sized indoor rink |
| 17) Tacoma – full sized indoor rink | |

Demand Analysis

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

Hockey

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

Youth Hockey

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

Table 1

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

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

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

Adult Hockey

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

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

Collegiate Hockey

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

Other Hockey

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

Figure Skating

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

Public skating (and After-School Skating)

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

Learn to Skate and Learn to Play Hockey Programs

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

Curling

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

Educational Programs

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

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

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

Private Rentals

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

Summer Uses

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

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

Aging Infrastructure

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

Revenue Analysis & Projections

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

Table 2

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

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

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

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

Operating Expense Analysis & Projections

Projected expenses are shown in the table below.

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

Table 3

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

Overall Financial Performance - Net Income Analysis

Historically the rink has generated positive cash flows from operations, albeit at modest levels as it operates as a not-for-profit entity. Pricing for our programs are most favorable to our youth programs, and adult programs pay higher rates that are still comparable to other ice rink facilities in the region. We plan to continue tightly 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				
Principle	Interest Rates			
	5%	6%	7%	8%
\$400,000	\$31,678	\$34,389	\$37,214	\$40,149
\$500,000	\$39,597	\$42,986	\$46,518	\$50,186
\$600,000	\$47,517	\$51,583	\$55,822	\$60,224
\$700,000	\$55,436	\$60,180	\$65,125	\$70,261
\$800,000	\$63,356	\$68,777	\$74,429	\$80,298
\$900,000	\$71,275	\$77,375	\$83,732	\$90,336
\$1,000,000	\$79,195	\$85,972	\$93,036	\$100,373

Economic Impact

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

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

Table 6

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

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

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

Sources of Direct Spending

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

Conclusion

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

Acknowledgements

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

Appendix 1: Palouse Economy



Palouse Ice Rink

LATAH COUNTY FAIRGROUNDS, MOSCOW, IDAHO

Appendix 1: Palouse Economy

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

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

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

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

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

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

Appendix 2:

Architectural Drawings



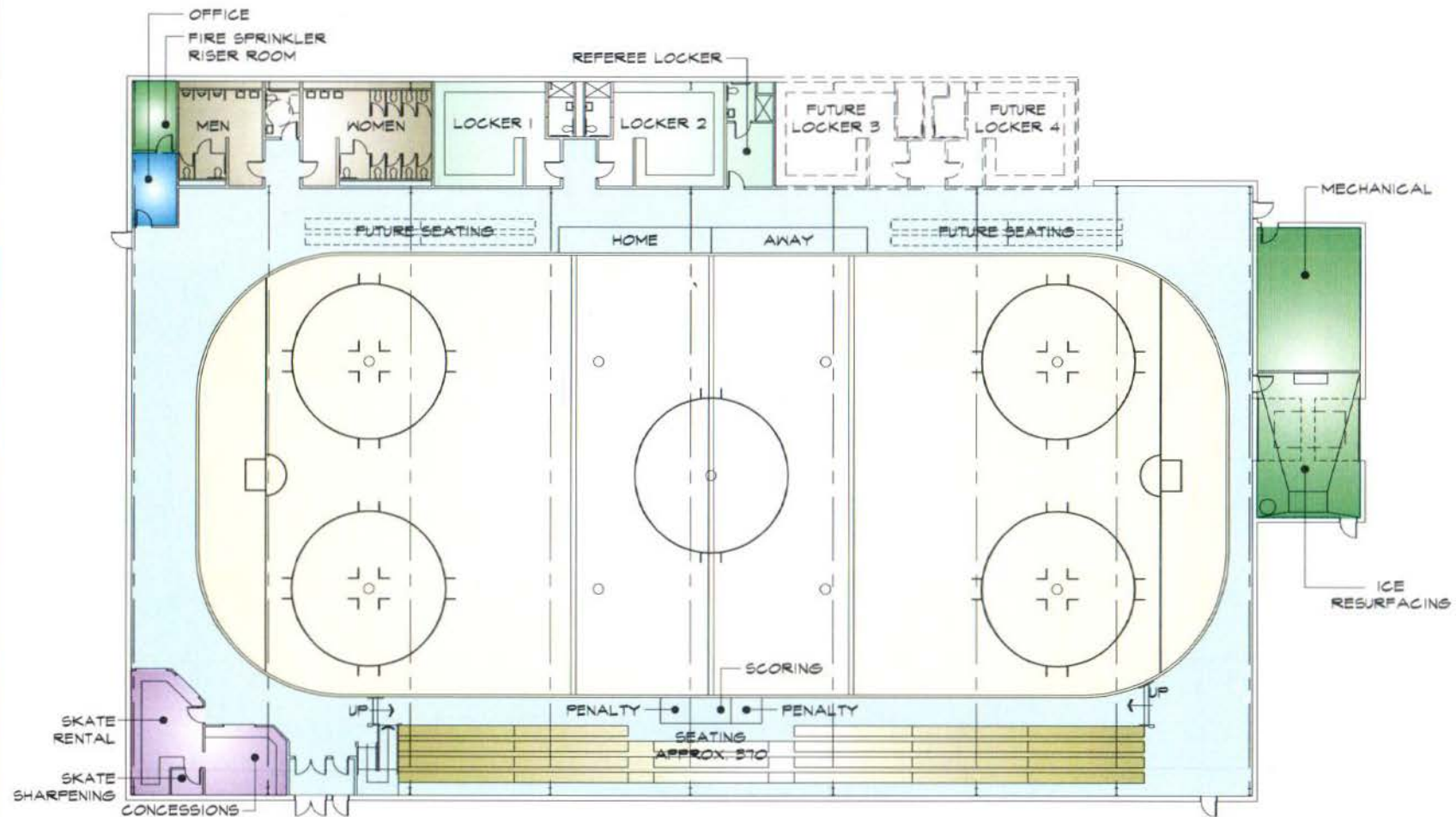
Palouse Ice Rink

LATAH COUNTY FAIRGROUNDS, MOSCOW, IDAHO







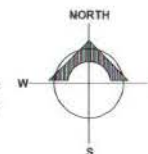


NEW ARENA for Palouse Ice Rink

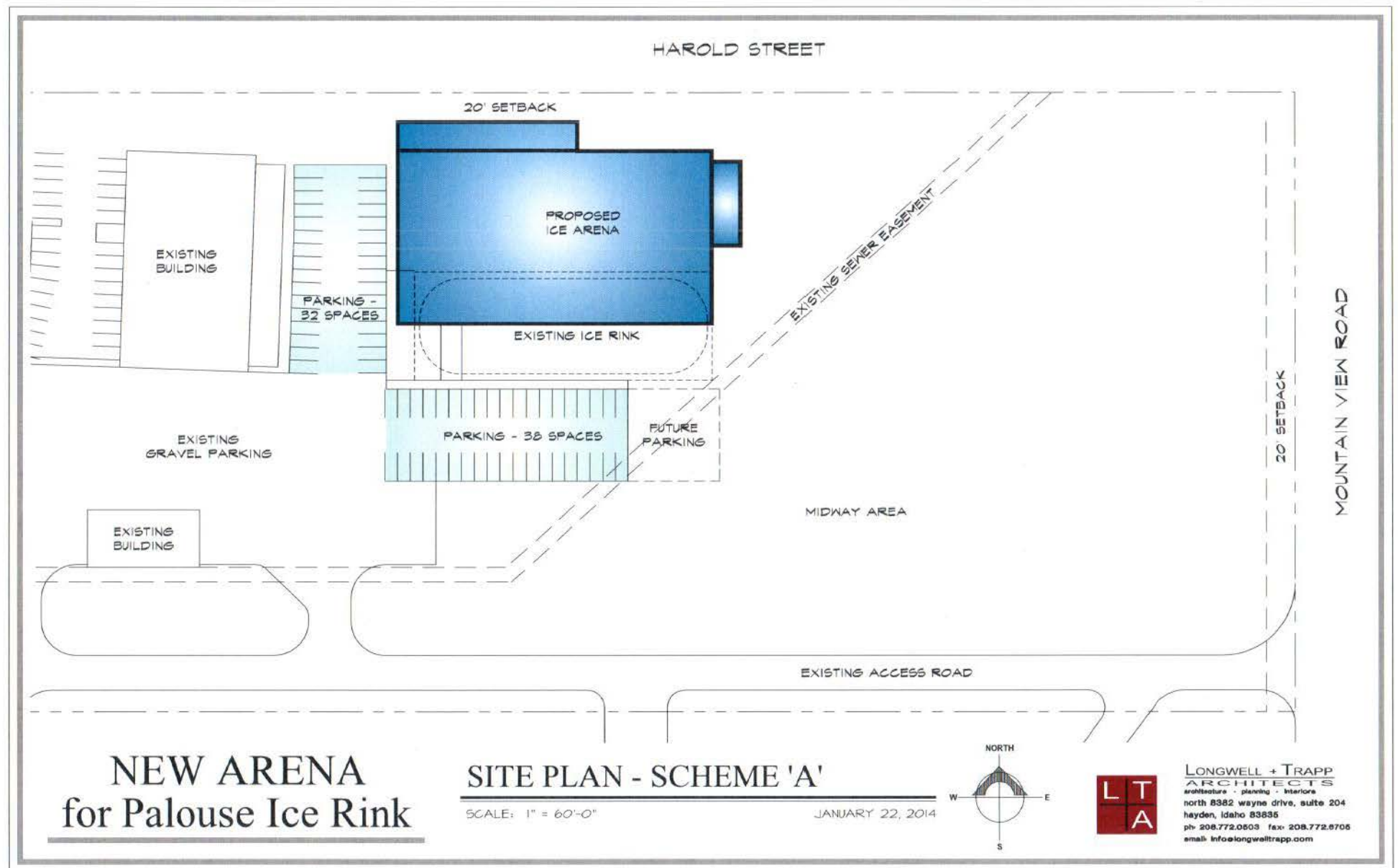
MAIN FLOOR PLAN

SCALE: 1" = 20'-0"

JANUARY 22, 2014



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Appendix 3:

Estimate of Project Cost



Palouse Ice Rink

LATAH COUNTY FAIRGROUNDS, MOSCOW, IDAHO

ESTIMATE OF PROBABLE COST
PALOUSE ICE RINK
January 27, 2016

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

Total Building Area 30,000 s.f.

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

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

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

COST BREAKDOWN

02 DEMOLITION

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

03 CONCRETE

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

04 MASONRY

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

05 METALS

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

06 WOOD AND PLASTICS

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

07 THERMAL & MOISTURE PROTECT.

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

ESTIMATE OF PROBABLE COST
PALOUSE ICE RINK
January 27, 2016

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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				
New fixtures and piping	Quantity 30,000	Units SF	Cost/Unit \$3.00	Cost \$90,000
	SUBTOTAL		\$3.00	\$90,000
23 HVAC				
Equipment and install	Quantity 30,000	Units SF	Cost/Unit \$9.50	Cost \$285,000
	SUBTOTAL		\$9.50	\$285,000
26 ELECTRICAL				
Lighting, power, install	Quantity 30,000	Units	Cost/Unit \$13.00	Cost \$390,000
	SUBTOTAL		\$13.00	\$390,000
31 EARTHWORK				
Excavate for new sidewalks	Quantity 1,500	Units SF	Cost/Unit \$1.00	Cost \$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				
New Asphalt	Quantity 20,000	Units SF	Cost/Unit \$2.25	Cost \$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:

LEASE AGREEMENT - 1

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

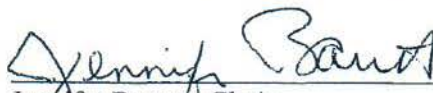
LESSEE: The Rotary Veterans Memorial Pavilion, Inc..
1021 Harold Street
Moscow, ID 83843

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, Chair

LEASE AGREEMENT - 12

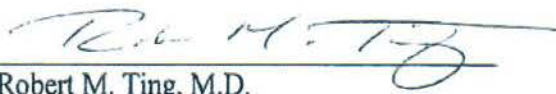
By: 
Tom S. Stroschein, Commissioner

By: 
David McGraw, Commissioner

Attest: 
Clerk/Deputy

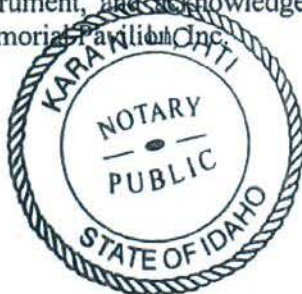
LESSEE:

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.




Notary Public for Idaho
Commission Expires 4-13-17

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 \$			Food/Bev. 100%		Shopping Gas 100%		Grand Total
								30%							
								\$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 Tournaments	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 Womens 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 \$			Food/Bev. 100%		Shopping Gas 100%		Grand Total
								30%							
								\$100	\$		25	\$	10		
Youth Hockey Tournaments	Mites	8	8	2	192	30%	2	\$11,520	\$		4,800	\$	1,920		\$18,240
	House League	8	15	2	360	30%	2	\$21,600	\$		9,000	\$	3,600		\$34,200
	Squirt	8	15	2	360	30%	2	\$21,600	\$		9,000	\$	3,600		\$34,200
	Pee Wee	7	15	2	315	30%	2	\$18,900	\$		7,875	\$	3,150		\$29,925
	Bantam	6	18	1	216	50%	2	\$21,600	\$		5,400	\$	2,160		\$29,160
	Midget	7	15	2	315	30%	2	\$18,900	\$		7,875	\$	3,150		\$29,925
Youth Hockey Tournaments	Girls	7	15	2	315	30%	2	\$18,900	\$		7,875	\$	3,150		\$29,925
	Pee Wee	5	15	2	225	30%	2	\$13,500	\$		5,625	\$	2,250		\$21,375
	Competitive League	5	15	2	225	30%	2	\$13,500	\$		5,625	\$	2,250		\$21,375
	Bantam	5	18	2	270	50%	2	\$27,000	\$		6,750	\$	2,700		\$36,450
	Midget	5	15	2	225	30%	2	\$13,500	\$		5,625	\$	2,250		\$21,375
	Girls U14	5	15	1	150	30%	2	\$9,000	\$		3,750	\$	1,500		\$14,250
State Tournament	Girls U16	5	18	2	270	30%	2	\$16,200	\$		6,750	\$	2,700		\$25,650
	Girls U16	5	18	2	270	30%	2	\$16,200	\$		6,750	\$	2,700		\$25,650
	Girls (U14-19)	10	18	2	540	50%	2	\$54,000	\$		13,500	\$	5,400		\$72,900
Approx 1 per year	Midget Bantam Girls (U14-19)														
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 Tournaments	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	Vander/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
Rotter 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 Bears Girls (Games)	Competitive	15	6	1	180	50%	1	\$9,000	\$		4,500	\$	1,800		\$15,300
Polar Bears 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

RESOLUTION NO. 2022 –

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING THE REPLACEMENT OF RESOLUTION 2021-02 WITH THIS RESOLUTION REGARDING THE COMMITMENT OF HAMILTON FUNDS FOR CONTRIBUTION TO ROTARY VETERANS MEMORIAL PAVILION, INC. DBA PALOUSE ICE RINK FOR THE PALOUSE ICE RINK FACILITY; LIMITING THE COMMITMENT OF SAID FUNDS; AND OTHER MATTERS RELATED THERETO; TO BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the City of Moscow (City) was the recipient of funds from the Estate of Bobby C. Hamilton (hereinafter “Hamilton Funds”) “for the benefit of the Parks and Recreation Department to be used as much as possible for the benefit of young children” *Last Will and Testament of Bobby C. Hamilton, March 17, 1998*; and

WHEREAS, a city, as a general rule, is authorized to accept bequests, gifts and donations of all kinds of property subject to reasonable restrictions and conditions, by which it is bound when the bequest is accepted. (Idaho Code 50-301 and McQuillin Mun Corp § 28.16 Gifts and Bequests (3rd Ed.); and

WHEREAS, a city has broad authority to exercise all powers and perform all functions of local self-government in city affairs as are not specifically prohibited by or in conflict with the general laws or the constitution of the state of Idaho (Idaho Code 50-301); and

WHEREAS, municipalities are empowered to create, purchase, operate and maintain recreation and cultural facilities and activities (Idaho Code 50-303); and

WHEREAS, following Bobby C. Hamilton’s death, the City of Moscow accepted Mr. Hamilton’s bequest per the terms of his Last Will and Testament, on March 20, 2000, the minutes reflect that Mayor Comstock was appointing a task force to determine how to best use those funds; and

WHEREAS, prior to Bobby C. Hamilton’s death, in 1998 he gifted the City of Moscow land to locate a swimming pool at the corner of Mountain View Road and F Street, which was valued at \$325,000 and is the current location of the Hamilton Lowe Aquatic Center and Hamilton Indoor Recreation Facility; and

WHEREAS, the Hamilton Funds did not provide specificity as to the variety of ways Mr. Hamilton wanted the bequest to be used, this allowed the City to exercise its discretion in determining the best uses where it would benefit the youth of Moscow; and

WHEREAS, the Hamilton Funds have been utilized for projects such as the acquisition, construction, and installation of the Hamilton Indoor Recreation Center (HIRC), and development of accessibility paths, development of playgrounds, construction of playground equipment, and installation of MSD Community Playfields, to name a few; and

WHEREAS, the Rotary Veterans Memorial Pavilion, Inc., an Idaho nonprofit corporation d/b/a Palouse Ice Rink nonprofit association (PIR), has been operating an ice rink in a temporary structure on leased ground since 2002. PIR reports that there are more than 35,000 patrons per year, including children, participating in open skate, hockey, curling, science on ice, figure skating, and more; 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 PIR to benefit Moscow's youth, which at the time was located at the Latah County Fairgrounds and the estimated cost for PIR to construct the permanent facility was approximately \$5,000,000; 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, on August 5, 2019, the Moscow City Council approved Resolution 2019-16, which stated that the City would commit one million dollars (\$1,000,000) of its Hamilton Funds for purposes of providing funding contribution for the construction of an ice-skating facility under the management of PIR, per PIR's July 16, 2016 business plan and then-updated cost estimates, to be constructed on leased property located at the Latah County Fairgrounds; and

WHEREAS, PIR has identified an alternative site within the City of Moscow for the location of an ice rink, located at 2009/2013 S. Main Street and 325 W. Palouse River Drive (hereinafter "Former NRS Property") at a negotiated purchase price of \$2,585,000; and

WHEREAS, the Former NRS Property would provide adequate space to allow PIR to offer more amenities and opportunities for the community, including Moscow's youth, such as a rink size that meets the minimum required size for USA Hockey and USA Figure Skating; and

WHEREAS, PIR has requested the Moscow City Council allow the Hamilton Funds to be used towards the newly proposed Park's Activity Recreation Center (PARC) for Phase I building renovations, which was originally estimated to cost approximately \$2,500,000. As of March 8, 2022, the estimated cost to complete Phase I is \$4,391,210. Phase I includes installing the full-size sheet of ice, reengineered roof, building a new parking lot on the south side of the property and making improvements to the interior as needed per the Moscow City Code; and

WHEREAS, Phase II of PARC is estimated to cost approximately \$500,000 and includes building offices, locker rooms, an event room, bleachers and a concession area. A portion of the remaining space will be left undeveloped for future expansion of youth-focused recreation such as batting cages or an exercise area as funds become available; and

WHEREAS, PIR has submitted a "Revised Business Plan, December 2020", relating to its proposal to purchase and renovate the Former NRS Property, which includes obtaining loans for

the purchase of the property and securing additional funds for the renovations necessary to construct an ice rink; and

WHEREAS, PIR has requested the Moscow City Council to provide one million dollars (\$1,000,000) of Hamilton Funds to be used in the renovation of the Former NRS Property, and through an Amended Memorandum of Understanding (MOU) will provide recreational opportunities to the youth of Moscow to utilize the ice rink; and

WHEREAS, City desires to provide recreational opportunities to the youth of Moscow by offering access to programs and activities offered by an ice rink, and by providing Hamilton Funds to PIR for the construction and operation of an ice rink, the City has secured such access into the future; and

WHEREAS, City desires to ensure that its commitment of Hamilton Funds to be used for the renovation of the ice rink is secured for a minimum period of fifteen (15) years upon completion of the Phase I construction and opening of the ice rink to the public, including PIR's obligation to pay over to the City a proportionate amount of funds, should PIR or the ice rink cease operations for any reason within the first fifteen (15) years of operation as detailed in the MOU; and

WHEREAS, CITY and PIR originally executed an MOU on March 3, 2021 for the purpose of outlining the duties and obligations of each Party per the terms of the Resolution passed by the Mayor and City Council of the City of Moscow committing the total sum of One Million Dollars (\$1,000,000) from the City of Moscow's Hamilton Fund per Resolution 2021-02 for the renovations necessary to operate an ice rink; and

WHEREAS, subsequent to the March 3, 2021 MOU being executed, PIR was unable to secure a loan through Zion's bank, but thereafter secured funding through Idaho Central Credit Union (ICCU) and the estimated cost to construct the ice rink facility increased, which required PIR to secure other funding sources to cover the increased costs for construction of the ice rink; and

WHEREAS, on July 9, 2021, PIR purchased the property at 2009/2013 S. Main Street and at 325 W Palouse River Drive in the amount of \$2,585,000 from NRS Properties, LLC to construct the new ice rink facility. PIR paid \$500,000 at closing and entered into an agreement to pay an interest only promissory note for the remaining \$2,085,000 with a balloon payment due on or before October 1, 2031. The note bears an annual interest rate of four and a half percent (4.5%) and is to be paid in quarterly installments on January 1, April 1, July 1 and October 1; and

WHEREAS, PIR converted the property at 2009/2013 South Main Street into two condominium units, said declaration of condominium ownership was recorded on November 5, 2021. PIR sold Unit 1 of the condominiums for \$600,000, the amount is to be utilized for the construction of the ice rink facility; and

WHEREAS, on November 24, 2021, PIR sold the property located at 325 West Palouse River Drive for \$343,500; and

WHEREAS, PIR obtained an appraisal report that excludes Unit 1 and excludes the 325 West Palouse River Drive properties that were sold, and received an appraisal that concluded the ice rink facility would be valued at approximately \$4,700,000 after completion of construction; and

WHEREAS, PIR secured Ginno Construction to act as general contractor for the construction of the new ice rink, who has estimated cost projections as of March 8, 2022, to complete Phase I is \$4,391,210; and

WHEREAS, PIR has the following funding sources to pay for the construction of Phase I of the new ice rink facility:

\$1,468,679	PIR Cash available
\$1,500,000	ICCU Loan
\$1,000,000	City of Moscow
\$61,000	Pledges to be paid this year when City of Moscow releases funds
\$341,056	Construction costs already paid to date

WHEREAS, the construction budget for Phase I includes approximately \$300,000 in contingency costs, and PIR has \$135,000 pledges to be paid in subsequent years that are not included in the funding sources numbers above; and

WHEREAS, the Moscow City Council has determined that the health, safety and welfare of the residents, including the youth of Moscow, and taxpayers of the City will be benefited by the construction and installation of an ice rink facility within the City limits of Moscow;

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

1. That all matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following sections of this Resolution.
2. That total sum of one million dollars (\$1,000,000) shall be committed from the City of Moscow's Hamilton Fund, for purposes of providing funding contribution for a portion of Phase I building renovations.
3. That PIR and City shall execute an Amended Memorandum of Understanding (MOU), attached as Exhibit A, for the purpose of outlining the duties and obligations of each Party per the terms of this Resolution.
4. That 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 completion of Phase I, of the ice rink facility prior to City's distribution of participating funding.
5. 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, and as detailed in the MOU.
6. That PIR shall sign and record a document granting the City a right of first refusal for taking over ownership and operation of the ice rink facility, which includes all properties associated

with the agreement. Said right of first refusal shall only be effective in the event that PIR ceases operating the ice rink facility, including for reasons of insolvency. If City exercises such right of first refusal, City shall take such ownership subject to any encumbrances of record, including mortgages and/or deeds of trust.

SEVERABILITY. Provisions of this Resolution and said Agreement shall be deemed severable and the invalidity of any provision of this Resolution shall not affect the validity of the remaining provisions.

EFFECTIVE DATE. This Resolution shall be effective upon its passage and approval.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Maureen Laflin	_____	_____	_____	_____
Anne Zabala	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, Idaho this _____ day of _____, 2022.

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of a Resolution passed at a regular meeting of the City Council, City of Moscow, held on _____, 2022 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

ATTACHMENT A

[Finalized Amended MOU to be inserted here]

DRAFT

**AMENDED MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF MOSCOW, IDAHO AND
ROTARY VETERANS MEMORIAL PAVILION, INC. D/B/A PALOUSE ICE RINK**

THIS AMENDED MEMORANDUM OF UNDERSTANDING (hereinafter “Amended MOU”) is entered into effective the _____ day of _____ 2022 by and between City of Moscow, Idaho a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho 83843 (hereinafter “CITY”) and Rotary Veterans Memorial Pavilion, Inc., an Idaho nonprofit corporation d/b/a Palouse Ice Rink nonprofit association, P.O. Box 9144, Moscow, Idaho 83843 (hereinafter “PIR”).

WITNESSETH

WHEREAS, CITY was the recipient of funds from the Estate of Bobby C. Hamilton (hereinafter, “Hamilton Fund”) for the purposes of providing recreational opportunities to the youth of Moscow, which was accepted in 2000; and

WHEREAS, CITY, as a general rule, is authorized to accept bequests, gifts and donations of all kinds of property subject to reasonable restrictions and conditions, by which it is bound when the bequest is accepted. (Idaho Code 50-301 and McQuillin Mun Corp § 28.16 Gifts and Bequests (3rd Ed.); and

WHEREAS, CITY has broad authority to exercise all powers and perform all functions of local self-government in city affairs as are not specifically prohibited by or in conflict with the general laws or the constitution of the state of Idaho (Idaho Code 50-301); and

WHEREAS, CITY, as a municipality is empowered to create, purchase, operate and maintain recreation and cultural facilities and activities (Idaho Code 50-303); and

WHEREAS, the Hamilton Fund has been utilized for projects such as the acquisition, construction, and installation of the Hamilton Indoor Recreation Center (HIRC) and the Hamilton Lowe Aquatic Center (see Ordinance 2003-23), and development of accessibility paths, development of playgrounds, construction of playground equipment, and installation of MSD Community Playfields, to name a few; and

WHEREAS, PIR, a non-profit organization, has been operating an ice rink in a temporary structure on leased ground since 2002. PIR reports that there are more than 35,000 patrons per year, including children and youth participating in learn to skate, after school skate, homeschool skate, open skate, stick and puck program, polar bear program, hockey, curling, science on ice, figure skating, and more; 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 Hamilton Fund 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, which at the time was located at the Latah County Fairgrounds

and the estimated cost for PIR to construct the permanent facility was approximately Five Million Dollars (\$5,000,000); 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, on August 5, 2019, the Moscow City Council approved Resolution 2019-16, which stated that the CITY would commit One Million Dollars (\$1,000,000) of its Hamilton Fund for purposes of providing funding contribution for the construction of an ice-skating facility under the management of PIR, per PIR's July 16, 2016 business plan and then-updated cost estimates, to be constructed on leased property located at the Latah County Fairgrounds; and

WHEREAS, PIR has identified an alternative site within the City of Moscow for the location of an ice rink, located at 2009/2013 South Main Street and 325 West Palouse River Drive (hereinafter "Former NRS Property") at a negotiated purchase price of \$2,585,000; and

WHEREAS, PIR has requested the Moscow City Council allow the Hamilton Funds to be used towards the newly proposed ice rink located at the Former NRS Property for Phase I building renovations, which was originally estimated to cost approximately Two Million Five Hundred Thousand Dollars (\$2,500,000). As of March 8, 2022, the estimated cost to complete Phase I is Four Million Three Hundred Ninety-One Thousand Two Hundred Ten Dollars (\$4,391,210). Phase I includes installing the full-size sheet of ice, reengineered roof, building a new parking lot on the south side of the property, and making improvements to the interior as needed per the Moscow City Code; and

WHEREAS, PIR has determined that Phase II is estimated to cost approximately Five Hundred Thousand Dollars (\$500,000) and includes building offices, locker rooms, an event room, bleachers, and a concession area. A portion of the remaining space will be left undeveloped for future expansion of youth-focused recreation such as batting cages or an exercise area as funds become available; and

WHEREAS, PIR has submitted a "Revised Business Plan, December 2020", relating to its proposal to purchase and renovate the Former NRS Property, which includes obtaining loans for the purchase of the property and securing additional funds for the renovations necessary to construct an ice rink; and

WHEREAS, PIR has requested the Moscow City Council to provide One Million Dollars (\$1,000,000) of Hamilton Funds to be used in the renovation of the Former NRS Property, and through this Amended Memorandum of Understanding (MOU) will provide recreational opportunities to the youth of Moscow to utilize the ice rink; and

WHEREAS, CITY desires to provide recreational opportunities to the youth of Moscow by offering access to programs and activities offered by an ice rink and by providing Hamilton Funds

to PIR for the construction and operation of an ice rink CITY has secured such access into the future; and

WHEREAS, CITY desires to ensure that its commitment of Hamilton Funds to be used for the renovation of the ice rink is secured for a minimum period of fifteen (15) years, upon completion of the Phase I construction and opening of the ice rink to the public, including PIR's obligation to pay over to the City a proportionate amount of funds as contained in this Amended MOU, should PIR or the ice rink cease operations for any reason within the first fifteen (15) years; and

WHEREAS, CITY and PIR originally executed a Memorandum of Understanding on March 3, 2021 (March 3, 2021 MOU) for the purpose of outlining the duties and obligations of each Party per the terms of the Resolution passed by the Mayor and City Council of the City of Moscow committing the total sum of One Million Dollars (\$1,000,000) from the City of Moscow's Hamilton Fund per Resolution 2021-02 for the renovations necessary to operate an ice rink; and

WHEREAS, subsequent to the March 3, 2021 MOU being executed, PIR was unable to secure a loan through Zion's bank, but thereafter secured funding through Idaho Central Credit Union (ICCU) and the estimated cost to construct the ice rink facility increased, which required PIR to secure other funding sources to cover the increased costs for construction of the ice rink; and

WHEREAS, on July 9, 2021, PIR purchased the property at 2009/2013 S. Main Street and at 325 West Palouse River Drive for the amount of Two Million Five Hundred Eight-Five Thousand Dollars (\$2,585,000) from NRS Properties, LLC to construct the new ice rink facility. PIR paid Five Hundred Thousand Dollars (\$500,000) at closing and entered into an agreement to pay an interest only promissory note for the remaining Two Million Eight-Five Thousand Dollars (\$2,085,000) with a balloon payment due on or before October 1, 2031. The note bears an annual interest rate of four and a half percent (4.5%) and is to be paid in quarterly installments on January 1, April 1, July 1 and October 1 each year until completion; and

WHEREAS, PIR converted the property at 2009/2013 South Main Street into two condominium units; said declaration of condominium ownership was recorded on November 5, 2021. PIR sold Unit 1 of the condominiums for \$600,000; the amount is to be utilized for the construction of the ice rink facility; and

WHEREAS, on November 24, 2021, PIR sold the property located at 325 West Palouse River Drive for \$343,500; and

WHEREAS, PIR obtained an appraisal report that excludes Unit 1 and excludes the 325 West Palouse River Drive properties that were sold, and received an appraisal that concluded the ice rink facility would be valued at approximately Four Million Seven Hundred Thousand Dollars (\$4,700,000) after completion of construction; and

WHEREAS, PIR secured Ginno Construction to act as general contractor for the construction of the new ice rink, who has estimated cost projections as of March 8, 2022, to complete Phase I is Four Million Three Hundred Ninety-One Thousand Two Hundred Ten Dollars (\$4,391,210); and

WHEREAS, PIR has the following funding sources to pay for the construction of Phase I of the new ice rink facility:

\$1,468,679	PIR Cash available
\$1,500,000	ICCU Loan
\$1,000,000	City of Moscow
\$61,000	Pledges to be paid this year when City of Moscow releases funds
\$341,056	Construction costs already paid to date

WHEREAS, the construction budget for Phase I includes approximately Three Hundred Thousand Dollars (\$300,000) in contingency costs, and PIR has One Hundred Thirty-Five Thousand Dollars (\$135,000) in pledges to be paid in subsequent years that are not included in the funding sources numbers above; and

WHEREAS, CITY and PIR have discussed the contents of this Amended MOU and acknowledge that they understand their respective duties and obligations and that each Party intends to perform their respective duties and obligations as agreed hereunder;

NOW THEREFORE, for and in consideration of the mutual covenants and representations set forth in this MOU, CITY and PIR hereby agree as follows:

SECTION 1: COOPERATION

CITY and PIR are jointly committed to providing recreational opportunities for the community, especially the youth of our community, through the building and operation of an ice rink facility.

SECTION 2: CITY GENERAL RESPONSIBILITIES

CITY shall:

1. Upon receipt of all documentation from PIR that the Idaho Central Credit Union (ICCU) loan has been provided, the property has been purchased, the right of first refusal (in the event PIR ceases to exist) has been executed and recorded, and PIR has raised the necessary amount of funding to fully construct Phase I of said ice-skating facility to completion, take all steps necessary to implement the contribution in conformance with all restrictions and conditions set forth herein and in Resolution 2022- .
2. Commit the total sum of One Million Dollars (\$1,000,000) from the City of Moscow's Hamilton Fund, for purposes of providing funding contribution for a portion of Phase I building renovations.
3. Provide funding for the approved Phase I expenses following the process as outlined herein:
 - a. The Hamilton Funds, in the amount of One Million Dollars (\$1,000,000) will be held in escrow with Moscow Title
 - b. PIR is required to follow ICCU's draw process, as defined below, for all sources of funds. The sources of funds will be used in the following order: PIR is first required to meet their cash injection as determined by ICCU. Once funds from PIR's cash injection are exhausted, funds will then be drawn from ICCU's

construction loan of One Million Five Hundred Thousand Dollars (\$1,500,000). Lastly, PIR will draw from the Hamilton Funds of One Million Dollars (\$1,000,000).

c. Draw Process is defined and outlined as follows:

- i. PIR and/or Ginno Construction (General Contractor) will submit a draw to ICCU through their draw tracking system (Built).
- ii. ICCU will review supporting documentation, order third party inspections and obtain construction endorsements from Moscow Title.
- iii. ICCU will provide approval of the draw as they see fit, and/or work with both PIR & the General Contractor to amend any draw to meet ICCU's standards.
- iv. ICCU will provide all documentation to the CITY's Finance Director once each draw is finalized and approved by ICCU. Approval from CITY of the draw is required prior to release of any Hamilton Funds. CITY agrees to approve or deny the request within two (2) business days.
- v. ICCU will contact Moscow Title to initiate the release of Hamilton Funds in amount of draw request.
- vi. If any Hamilton funds remain in escrow once construction is complete, the funds will be utilized to pay for Phase II or, if applicable, utilized to pay the promissory note associated with the purchase of the property housing the newly constructed ice rink.

d. The City of Moscow will agree to subordination terms as required by the lender ICCU.

SECTION 3: PIR RESPONSIBILITIES TO PROVIDE RECREATIONAL OPPORTUNITIES FOR THE BENEFIT OF MOSCOW'S YOUTH

PIR shall:

1. Coordinate with the CITY's Parks and Recreation Department prior to the opening of the ice rink each year to schedule ice time for programs to be offered through the Parks and Recreation Department.
2. Collaborate with Moscow Parks and Recreation Department in the event the Department chooses to jointly offer or promote youth ice programs.
3. Provide reduced rates for children and youth aged sixteen (16) and younger to utilize the ice rink facility and programs.
4. Provide opportunities for Moscow's schools to utilize the ice rink during school hours, at a reduced price from regular public skate charges. This program will be offered as ice time is available as determined by PIR.
5. Encourage Palouse Youth Hockey Association to continue providing scholarships, as funds are available, to children and youth who are able to demonstrate financial hardship.
6. Recognizing that current data suggests approximately twenty-five to thirty percent (25%-30%) of children attending public schools in the Moscow School District qualify for free and reduced lunch, the PIR will provide a minimum of five hundred (500) single-use free

public-skate passes each season to the Moscow School District for distribution to these children. These passes will be non-transferable and cannot be replaced if lost. These passes may be used as space is available.

7. Provide other recreational and educational programming to youth as PIR board deems appropriate.
8. Offer a minimum of six (6) hours of public skate time to the community on weekdays, schedule to be set by PIR, and provide use of skates to children who have families with financial hardship. Currently public skates are offered between the hours of 2:30-5:30pm on Tuesdays and Thursdays.
9. Offer open skate time to the community on weekends, time to be left to the discretion of PIR.
10. Provide other programs to encourage youth to explore ice sports. Current offerings include Learn to Skate, Public Skate, Late Skate, figure skating, After School Skate, Home School Skate, Stick & Puck, Polar Bear, and day camps, to name a few.
11. Provide public skate and free skates during school breaks, including fall break, winter break, spring break, federal and school holidays.
12. Provide reduced fees for Kids Camp, Adventure Club, and other similar programs to encourage youth to explore winter sports.
13. Provide opportunities for patrons interested in pursuing ice sports to exchange equipment.

SECTION 4: PIR GENERAL RESPONSIBILITIES

PIR shall:

1. 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 prior to CITY's distribution of participation funding as described in Section 2 of this MOU.
2. Provide appropriate recognition to the City of Moscow for its role in utilizing the Bobby C. Hamilton funds to support the construction of a permanent ice rink facility.
3. Recognize Bobby C. Hamilton by a method/means deemed appropriate by PIR for providing the generous bequest to the CITY for the benefit of the Parks and Recreation Department to be used as much as possible for the benefit of young children, that was gifted to the CITY.
4. As per IRS Code 501(c)3, and as demonstrated over the last twenty (20) years of operations, PIR agrees to continue operating the ice rink in a fiscally responsible manner that will allow the long-term continuation of the ice rink in our community.
5. At the request of the Mayor or City Council, provide updates to the CITY and City Council members regarding services to the community and financial success.
6. Allow a CITY staff member, designated by the Mayor, to sit in on board meetings as an ex officio PIR board member.
7. Maintain, at its expense, the ice and ice rink, its components, equipment and building.
8. Install and maintain appropriate signage, at its own expense, for ice rink operations.
9. Recognizing the limited staff of the PIR and the volunteer nature of the Board of Directors, provide an annual report at the end of each season to include but not be limited to the following information: the services and programs provided, the number of youth activities provided, the number of scholarships/free passes/waivers provided to the youth of Moscow, and the number of youth who participated.

SECTION 5: TERM

The term of this Amended MOU is intended to be in perpetuity, however, in light of the fiduciary responsibility CITY has to ensure the funds being provided to PIR are being utilized for the benefit of Moscow's youth commensurate with the One Million Dollar (\$1,000,000) commitment of the Hamilton Funds, the Parties agree that if PIR ceases to operate the ice rink prior to fifteen (15) years from the date of completion of Phase I of construction and the ice rink is open to the public, (hereinafter "completion of Phase I"), PIR will be responsible to pay the CITY in the amount reflected in the table below, unless the CITY opts to resume control and operation of the ice rink under the terms and conditions included in the Right of First Refusal. The Parties will supplement this Amended MOU after completion of Phase I, with an Addendum defining the date to be used for "completion of Phase I" as referenced in the table below.

Within one year of date of completion of Phase I	\$1,000,000
Within two years of date of completion of Phase I	\$933,334
Within three years of date of completion of Phase I	\$866,666
Within four years of date of completion of Phase I	\$799,999
Within five years of date of completion of Phase I	\$733,332
Within six years of date of completion of Phase I	\$666,665
Within seven years of date of completion of Phase I	\$599,998
Within eight years of date of completion of Phase I	\$533,331
Within nine years of date of completion of Phase I	\$466,664
Within ten years of date of completion of Phase I	\$399,997
Within eleven years of date of completion of Phase I	\$333,330
Within twelve years of date of completion of Phase I	\$266,663
Within thirteen years of date of completion of Phase I	\$199,996
Within fourteen years of date of completion of Phase I	\$133,329
Within fifteen years of date of completion of Phase I	\$66,662

SECTION 6: GENERAL PROVISIONS

- A. Indemnification. PIR shall indemnify and hold CITY harmless from and against any and all claims, losses, damages, injuries, liabilities and costs, including attorney fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation to be performed under the terms of this Amended MOU by PIR, or arising from any act, negligence or omission by PIR or any of its agents, employees and volunteers. PIR's liability under this paragraph shall be limited by the terms of the Idaho Tort Claims Act.
- B. Insurance. PIR shall maintain comprehensive public liability and property damage insurance with limits reasonably satisfactory to CITY as will protect PIR from claims for damages because of bodily injury, including death, or damages because of injuries or destruction or loss of use of property, which may arise from its operations under this Amended MOU, whether such operations be by it or its agents or anyone directly or indirectly authorized by PIR.

- C. Rights Not Assignable. PIR and CITY shall not assign any rights, duties or obligations under this Amended MOU to any other person or entity, governmental or otherwise, without the prior written approval of the other Party.
- D. No Joint Venture and No Joint Powers Agreement. Nothing contained in this Amended MOU shall be in any way construed as creating, expressing or implying that the Parties hereto have joined together in any joint venture partnership or agency relationship between or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this Amended MOU.
- E. Interpretation. As a further condition of this Amended MOU, PIR and CITY acknowledge that this Amended MOU shall be deemed and construed to have been prepared mutually by each Party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any Party.
- F. Non-Discrimination. It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. PIR shall not discriminate against any employee or applicant for employment. PIR's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training. PIR agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.
- Furthermore, PIR agrees to not discriminate against a youth applying for a scholarship or a waiver of fees based on financial hardship or inability to pay, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity.
- G. Compliance with Laws. PIR agrees that it shall conduct its operations pursuant to this Amended MOU in conformance with all applicable laws, ordinances and regulations of all governmental and regulatory agencies having jurisdiction.
- H. Jurisdiction and Venue. It is agreed that this Amended MOU shall be construed under and governed by the laws of the State of Idaho. In event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.
- I. Binding Authority. PIR and CITY each represents and warrants to the other that this Amended MOU (i) has been validly executed and delivered; (ii) has been duly authorized; and (iii) constitutes a valid binding agreement of such Party enforceable in accordance with its terms.

- J. Appropriation of Funds. This Amended MOU is contingent upon PIR receiving the necessary funding to complete the purchase and renovation of the Former NRS Property. In the event that such funding is not received, then and in that event, the respective Party's obligations under this Amended MOU shall cease and each Party shall be released from further performance under this Amended MOU without any liability to the other Party.
- K. Notice. All communication or notification to be given pursuant to this Amended MOU shall be given to the following:

Notice to PIR:

Palouse Ice Rink
1021 Harold Street
PO Box 8023
Moscow, ID 83843

Notice to CITY:

Moscow City Supervisor
206 East Third Street
P O Box 9203
Moscow, ID 83843-1703

- L. Complete Agreement. This Amended MOU constitutes the entire expression of intent and/or agreement of the Parties and supersedes all prior agreements or understandings, written or oral, with respect thereto. This Amended MOU replaces the MOU entered by the Parties on March 3, 2021.
- M. Amendments. The terms of this Amended MOU may be amended by mutual agreement of the Parties. The Party seeking an amendment shall submit a written request for amendment to the other Party. The request shall clearly describe the proposed change and why the change is necessary. The responding Party shall schedule a review of the request within thirty (30) days from receipt of the request and shall respond within sixty (60) days from receipt of the request. The responding Party may approve, deny, or suggest modifications to the amendment. Any amendment shall be in writing, shall refer specifically to this Amended MOU, and shall be executed by both Parties.

IN WITNESS WHEREOF, PIR and CITY, by and through their respective officials and agents designated below, have caused this Amended MOU to be executed on the date and year first above written.

CITY

City of Moscow:

PIR

Rotary Veterans Memorial
Pavilion, Inc.:

Arthur D. Bettge, Mayor

Mark McGuire, Corporation President

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2022, before me, a Notary Public in and for said State, appeared Mark McGuire, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative of Rotary Veterans Memorial Pavilion, Inc..

Notary Public for the State of Idaho
Residing at _____
My commission expires _____

COMMITTEE STAFF REPORT

DATE: Monday, March 21, 2022



RESPONSIBLE STAFF

Bill Belknap, City Supervisor

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

FAA & State Terminal and Apron Grant Award Reauthorization (ACTION ITEM) – Tony Bean

DESCRIPTION

The Pullman Regional Airport regularly applies for grants from the U.S. Federal Government and State of Idaho for the purpose of Terminal, Site and Apron Design and Construction at the Airport. The primary grant programs that are available include FAA Grants, Bipartisan Infrastructure Law (BIL) Grants and State of Idaho Department of Transportation Aeronautics Division Grants. Competitive BIL Terminal Grants have a 5% local match requirement, and the FAA and BIL Entitlement Grants have an 8.12% local match requirement. The City Council previously authorized up to \$21,000,000 through Resolution 2020-14 and the acceptance of additional CARES Act funding through Resolution 2020-10.

The current request is to authorize acceptance of up to \$32,000,000 of Competitive BIL Terminal Grant funds with an estimated local match of \$1,600,000.00 from the Airport's CARES operations grant. This request is to finalize the grant acceptance actions already taken by both councils by resolution in 2020 and 2021 totaling \$33 Million in FAA Grants and the remainder of the CARES Grant awarded. To facilitate the grants, it is necessary to preauthorize its acceptance due to the short time allowed between award and acceptance. The draft resolution has been prepared for that purpose. The resolution also authorizes the execution of related assurances and certifications. Also included in the packet is a spreadsheet depicting the current funding program with potential BIL and State Grant awards as well.

STAFF RECOMMENDATION

Approve the proposed Resolution preauthorizing the acceptance of up to \$32 million in grant funding from the FAA Airport Improvement Program

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the proposed Resolution preauthorizing the acceptance of up to \$32 million in grant funding from the FAA Airport Improvement Program or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2022 - preauthorization airport grant_final
2. Resolution 2022 - preauthorization airport grant_final

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PREAUTHORIZING THE ACCEPTANCE OF U.S. FEDERAL AND STATE OF IDAHO GRANT MONIES FOR THE PULLMAN-MOSCOW REGIONAL AIRPORT PROJECTS SUPPORTING THE TERMINAL, SITE, AND APRON DESIGN AND CONSTRUCTION; AND PROVIDING THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE AND APPROVAL

WHEREAS, the City jointly operates the Pullman-Moscow Regional Airport with the City of Pullman, in accordance with applicable Federal, State, and Local regulations; and

WHEREAS, Pullman-Moscow Regional Airport will apply for and may be offered U.S. Federal and State of Idaho Grant monies up to a maximum of Thirty-Two Million Dollars (\$32,000,000) to be used for projects supporting Terminal, Site, and Apron Design and Construction with appropriate matching funds already secured; and

WHEREAS, the grant programs that are available include the Federal Aviation Administration (FAA) grants, the Bipartisan Infrastructure Law (BIL) grants, and the State of Idaho Department of Transportation Aeronautics Division Grants; and

WHEREAS, information about said grant monies and project elements is before the City Council of the city of Moscow and attached hereto and marked as Exhibit "A"; and

WHEREAS, the turnaround time between receipt of the award and the time permitted to accept the grant and return of executed grant authorization documents will be very limited; and

WHEREAS, this Council believes it to be in the best interests of the city of Moscow to preauthorize the acceptance of said grant monies.

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

That the Mayor and City Attorney be authorized and they are hereby preauthorized and directed to accept the U.S. Federal and State of Idaho Grant monies.

That the Mayor and Finance Director are each hereby preauthorized and directed to take such further action as may be appropriate in order to effect the purpose of this Resolution.

That this Resolution shall become effective as of the ____ day of _____, 2022.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Maureen Laflin	_____	_____	_____	_____
Anne Zabala	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, Idaho this ____ day of _____, 2022.

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of a Resolution passed at a regular meeting of the City Council, City of Moscow, held on _____, 2022 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

EXHIBIT A

Pullman-Moscow Regional Airport Terminal/Funding Program City Council Grant Pre-Authorization

Terminal Site and Building Design and Construction							Remarks
Projected Grant Numbers	Initial Amount	Amendment	Total Grant	Match Required	Local Match Amount	Total Funding	Available
AIP 52 (Terminal Only)		\$3,000,000.00	\$3,000,000.00	Yes	\$265,128	\$3,265,128.43	Received
AIP 55 (2020)	\$1,088,376.00		\$1,088,376.00	No		\$1,088,376.00	Approved by Councils
AIP 57 (2020)	\$951,779.00		\$951,779.00	Yes	\$84,115	\$1,035,893.56	Approved by Councils
AIP 58 (2021) (confirm)	\$1,088,376.00		\$1,088,376.00	No		\$1,088,376.00	Approved by Councils
AIP 59 CARES	\$10,500,000.00		\$10,500,000.00	No		\$10,500,000.00	Immediate
AIP 61	\$10,000,000.00		\$10,000,000.00	Yes	\$88,376.1	\$10,883,761.43	Approved by Councils
AIP 62	\$7,000,000.00		\$7,000,000.00	Yes	\$618,633	\$7,618,633.00	Approved by Councils
Infrastructure Funds	\$2,090,000.00		\$2,090,000.00	Yes	\$184,706	\$2,274,706.14	Approved by Councils
AIP TBD 2023 Entitlement	\$650,000.00		\$650,000.00	Yes	\$57,444	\$707,444.49	Needs Authorization
	\$33,368,531.00	\$3,000,000.00	\$36,368,531.00		\$2,093,788.04	\$38,462,319.04	Needs Authorization

Apron Design and Construction							Remarks
Projected Grant Numbers	Initial Amount	Amendment	Total Grant	Match Required	Local Match Amount	Total Funding	Available
AIP 63	\$5,986,069.00		\$5,986,069.00	ABPA	\$0	\$5,986,069.00	Apr-22
AIP 60 (2022 Entitlement +DI)	\$17,000,000.00		\$17,000,000.00	Yes	\$1,502,394	\$18,502,394.43	Apr-22
	\$22,986,069.00	\$0.00	\$22,986,069.00		\$1,502,394	\$24,488,463.43	Needs Authorization Partial Approved by Councils

Total Program Funding	\$69,354,600.00
Total Federal / CARES Funding	\$59,354,600.00
Total Local Match	\$3,596,182.47
Additional Local Contributions	\$6,403,817.53
Total Funding	\$69,354,600.00
Apron Funding	
Total Federal Funding	\$22,986,069.00
Total Local Match	\$1,502,394
Total Funding	\$24,488,463.43
Terminal/Building Funding	
Federal / CARES Funding	\$36,368,531.00
Local Match	\$2,093,788.04
Additional Local Contributions	\$6,403,817.53
Total Term Funding	\$44,866,136.57

TOTAL PROGRAM TO DATE **\$69,354,600.00**

POTENTIAL ADDITIONAL FUNDS AVAILABLE

Additional Fed Funds	\$14,000,000.00	Needs Authorization
State Fund Potential	\$ 1,000,000.00	Needs Authorization

LOCAL FUNDING SOURCES	
City of Pullman	\$ 2,000,000.00
City of Moscow	\$ 2,000,000.00
Airport Funds	\$ 1,000,000.00
WSU	\$ 600,000.00
U of I	\$ 400,000.00
Latah County	\$ 400,000.00
Whitman County	\$ 400,000.00
Port of Whitman	\$ 100,000.00
TOTAL PUBLIC FUNDS	\$ 6,900,000.00
Private Donations	In Progress
Funding Balance	\$ 34,074.47

2022 Council Request **\$31,986,069.00** Federal and State Grant Funds Applications

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PREAUTHORIZING THE ACCEPTANCE OF U.S. FEDERAL AND STATE OF IDAHO GRANT MONIES FOR THE PULLMAN-MOSCOW REGIONAL AIRPORT PROJECTS SUPPORTING THE TERMINAL, SITE, AND APRON DESIGN AND CONSTRUCTION; AND PROVIDING THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE AND APPROVAL

WHEREAS, the City jointly operates the Pullman-Moscow Regional Airport with the City of Pullman, in accordance with applicable Federal, State, and Local regulations; and

WHEREAS, Pullman-Moscow Regional Airport will apply for and may be offered U.S. Federal and State of Idaho Grant monies up to a maximum of Thirty-Two Million Dollars (\$32,000,000) to be used for projects supporting Terminal, Site, and Apron Design and Construction with appropriate matching funds already secured; and

WHEREAS, the grant programs that are available include the Federal Aviation Administration (FAA) grants, the Bipartisan Infrastructure Law (BIL) grants, and the State of Idaho Department of Transportation Aeronautics Division Grants; and

WHEREAS, information about said grant monies and project elements is before the City Council of the city of Moscow and attached hereto and marked as Exhibit "A"; and

WHEREAS, the turnaround time between receipt of the award and the time permitted to accept the grant and return of executed grant authorization documents will be very limited; and

WHEREAS, this Council believes it to be in the best interests of the city of Moscow to preauthorize the acceptance of said grant monies.

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

That the Mayor and City Attorney be authorized and they are hereby preauthorized and directed to accept the U.S. Federal and State of Idaho Grant monies.

That the Mayor and Finance Director are each hereby preauthorized and directed to take such further action as may be appropriate in order to effect the purpose of this Resolution.

That this Resolution shall become effective as of the ____ day of _____, 2022.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Maureen Laflin	_____	_____	_____	_____
Anne Zabala	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, Idaho this ____ day of _____, 2022.

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of a Resolution passed at a regular meeting of the City Council, City of Moscow, held on _____, 2022 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

EXHIBIT A

Pullman-Moscow Regional Airport Terminal/Funding Program City Council Grant Pre-Authorization

Terminal/Funding Program City Council Grant Pre-Authorization	Initial Amount	Amendment	Total Grant	Match Required	Local Match Amount	Total Funding	Available	Remarks
Terminal Site and Building Design and Construction								
Projected Grant Numbers	Initial Amount	Amendment	Total Grant	Match Required	Local Match Amount	Total Funding	Available	Remarks
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AIP 55 (2020)	\$951,779.00		\$1,088,376.00	No		\$1,088,376.00	Received	Approved by Councils
AIP 57 (2020)	\$1,088,376.00		\$951,779.00	Yes	\$84,115	\$1,088,376.00	Received	Approved by Councils
AIP 58 (2021) (confirm)	\$10,500,000.00		\$1,088,376.00	No		\$1,088,376.00	Received	Approved by Councils
AIP 59 CARES	\$10,000,000.00		\$10,500,000.00	No		\$10,500,000.00	Immediate	Approved by Councils
AIP 61	\$10,000,000.00		\$10,000,000.00	Yes	\$88,376.1	\$10,883,761.43	Apr-22	Approved by Councils
AIP 62	\$1,090,000.00		\$7,000,000.00	Yes	\$618,633	\$7,618,633.00	Jun-22	Approved by Councils
Infrastructure Funds	\$2,090,000.00		\$2,090,000.00	Yes	\$184,706	\$2,274,706.14	May-22	Needs Authorization
AIP TBD 2023 Entitlement	\$650,000.00		\$650,000.00	Yes	\$57,444	\$707,444.49	TBD	Needs Authorization
	\$33,368,531.00	\$3,000,000.00	\$36,368,531.00		\$2,093,788.04	\$38,462,319.04		
Apron Design and Construction								
Projected Grant Numbers	Initial Amount	Amendment	Total Grant	Match Required	Local Match Amount	Total Funding	Available	Remarks
AIP 63	\$5,986,069.00		\$5,986,069.00	ARPA	\$0	\$5,986,069.00	Apr-22	Needs Authorization
AIP 60 (2022 Entitlement +DI)	\$17,000,000.00		\$17,000,000.00	Yes	\$1,502,394	\$18,502,394.43	Apr-22	Partial Approved by Councils
	\$22,986,069.00	\$0.00	\$22,986,069.00		\$1,502,394	\$24,488,463.43		

Total Program Funding								
Total Federal / CARES Funding	\$59,354,600.00							
Total Local Match	\$3,596,182.47							
Additional Local Contributions	\$6,403,817.53							
Total Funding	\$69,354,600.00		\$10,000,000.00					
Apron Funding								
Total Federal Funding	\$22,986,069.00							
Total Local Match	\$1,502,394							
Total Funding	\$24,488,463.43							
Terminal Building Funding								
Federal / CARES Funding	\$36,368,531.00							
Local Match	\$2,093,788.04							
Additional Local Contributions	\$6,403,817.53							
Total Term Funding	\$44,866,136.57							
TOTAL PROGRAM TO DATE	\$69,354,600.00							
POTENTIAL ADDITIONAL FUNDS AVAILABLE								
Additional Fed Funds	\$14,000,000.00	Needs Authorization						
State Fund Potential	\$1,000,000.00	Needs Authorization						

LOCAL FUNDING SOURCES								
City of Pullman	\$					\$2,000,000.00		
City of Moscow	\$					2,000,000.00		
Airport Funds	\$					1,000,000.00		
WSU	\$					600,000.00		
U of I	\$					400,000.00		
Latah County	\$					400,000.00		
Whitman County	\$					400,000.00		
Port of Whitman	\$					100,000.00		
TOTAL PUBLIC FUNDS	\$					6,900,000.00		
Private Donations						In Progress		
Funding Balance	\$					\$4,074.47		

2022 Council Request	\$31,986,069.00	Federal and State Grant Funds Applications
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