



Agenda: Thursday, March 2, 2017, 7:00 a.m.

City of Moscow Council Chambers • 206 E 3rd Street • Moscow, ID 83843

1. **Consent Agenda** - Any item will be removed from the consent agenda at the request of any member of the Board and that item will be considered separately later.
 - A. Minutes from February 16, 2017

ACTION: Approve the consent agenda or take such other action deemed appropriate.

2. **Public Comment for items *not on agenda*:** Three minute limit

3. **Announcements**

4. **Agency 2016 Annual Report Presentation – Bill Belknap**

In Accordance with State Statute, all urban renewal agencies are required to file an annual report describing the activities of the agency for the preceding year with the local governing body by March 31st of each year. Agencies are required to hold a public meeting to report the findings of the annual report and to take comments from the public prior to filing the report with the governing body. Staff has prepared the initial draft of the annual report and proposes to conduct the public meeting on the final report at the Agency's upcoming March 2nd meeting. After approval of the Annual Report it will be presented to the City Council at their March 20th meeting.

ACTION: Review draft 2016 Annual Report and provide staff with direction.

5. **Sixth and Jackson Environmental Covenant Approval – Bill Belknap**

The Agency has been pursuing environmental remediation of the 6th and Jackson Property through the Idaho Department of Environmental Quality's (IDEQ) Voluntary Cleanup Program (VCP) over the last 18 month. We are currently working on the VCP closeout process and one requirement is to place an environmental covenant upon the property that would preclude groundwater extraction upon the property and require the continued operation of the extraction system until groundwater environmental compliance is reached. Staff will present the final environmental covenant document to the Board for review, approval and recordation.

ACTION: Authorize the Chair signature upon the environmental covenant and recordation of the agreement against the 6th and Jackson property; or take other action as deemed appropriate.

6. **Proposed Amendment to the Exclusive Negotiation Agreement with Sangria Downtown LLC – Bill Belknap**

At the Board's February 16, 2017 meeting, representatives of Sangria Downtown LLC presented a revised development proposal for the Agency's 6th and Jackson Property. The Board directed staff to prepare a revised development proposal for formal Board consideration including a proposed project schedule, Agency financial impact and updated Exclusive Negotiation Agreement schedule of performance.

ACTION: Review and approve the revised development proposal and amended exclusive negotiation agreement schedule of performance; or take other action as deemed appropriate.

7. General Agency Updates – Bill Belknap

- Legacy Crossing District
- Alturas District
- General Agency Business

NOTICE: 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.



Minutes: Thursday, February 16, 2017, 7:00 a.m.

City of Moscow Council Chambers • 206 E 3rd Street • Moscow, ID 83843

McGeehan called the meeting to order at 7:03 a.m.

Commissioners Present	Commissioners Absent	Also in Attendance
Steve McGeehan, Chair	Art Bettge	Bill Belknap, MURA Executive Director
Dave McGraw	Steve Drown	Gary Riedner, Interim Treasurer
Ron Smith		Anne Peterson, MURA Clerk
Brandy Sullivan		
John Weber		

1. **Consent Agenda** - Any item will be removed from the consent agenda at the request of any member of the Board and that item will be considered separately later.

A. *Minutes from February 2, 2017*

B. *January 2017 Payables*

C. *January 2017 Financials*

ACTION: *Approve the consent agenda or take such other action deemed appropriate.*

McGraw moved approval of the consent agenda, seconded by Weber. Motion passed unanimously.

2. **Public Comment for items *not on agenda***

No comments.

3. **Announcements**

No announcements.

4. **Adoption of 2017 Moscow Urban Renewal Agency Strategic Plan – Bill Belknap**

The Board has been working on development of a strategic plan to help guide and provide direction to the activities of the Agency. The Board has reviewed the draft strategic plan and capital improvement plan over the course of the last three Board meetings providing staff with input and direction. Staff has prepared the final draft of the strategic and capital improvement plan for the Board's review and adoption.

ACTION: *Review and adopt the proposed 2017-2021 Strategic and Capital Improvement Plan, or take other action as deemed appropriate.*

Weber applauded staff's ability to create an understandable package, especially the CIP which illustrates the MURA's participation in appropriate projects and public investments. McGeehan was pleased with the organizational framework it provides with an important component being flexibility. Smith moved adoption of the plan, seconded by Weber. Motion carried unanimously.

5. Sixth and Jackson Environmental Remediation Report – Bill Belknap

The Agency has been pursuing environmental remediation of the 6th and Jackson Property through the Idaho Department of Environmental Quality's (IDEQ) Voluntary Cleanup Program (VCP) over the last 24 months. The active remediation effort is completed and staff and IDEQ are working on the VCP closeout process. Staff will provide a report on the closeout process and schedule.

ACTION: Receive report and provide staff with further direction.

The active phase of environmental remediation is complete and nitrate concentrations are decreasing. Steps in the closeout process include the Environmental Covenant being recorded against the property, DEQ issuance of the Conditional Certification of Completion, and the Covenant Not to Sue. The environmental covenant will specifically prohibit groundwater extraction on the site and will require continued operation of the pump and discharge system until full compliance is met (two consecutive readings showing drinking water standards have been met), development of an Operation and Maintenance Plan, and establishment of an escrow account to cover future expenses in the event no viable responsible party can ensure compliance. Total proposed escrow to cover inspections, monitoring, equipment costs and electricity is \$5,260.00, and Belknap said the O&M Plan and escrow agreement have been submitted to DEQ for review and approval. Report was accepted by the Board.

6. Development Report from Sangria Downtown LLC – George Skandalos and Carly Lilly

Representatives of Sangria Downtown LLC will provide an update on the status of their development plans for the 6th and Jackson property project.

ACTION: Receive report and provide staff with direction as deemed appropriate.

Lilly explained they have been juggling to find the correct size project to provide the right cash flow within their funding. They have scaled back the building footprint from 9,000sf to 6,500sf, with ten lofted apartments. It will have two functional floors but because of high ceilings it will look like three stories from the outside. The smaller footprint will allow straightening of Hello Walk to provide an unobstructed view from the intersection toward the University. The rooftop patio is still included but a separate commercial space on ground floor was eliminated. This is the right project for their budget, the market, their timeline, and allows them to get local funding and contractors. Skandalos said they have a nine-month construction timeline for restaurant build-out. Belknap said some of those dates could be optimistic given the remediation closeout schedule. Lilly said they are proposing to purchase only the portion of the property northwest of Hello Walk and Belknap explained that option would open up the opportunity for the Agency to enter into another RFP for the southeast corner or enter into conversation with the adjacent property owner. Belknap noted that there will likely be a need to retire the entire bond balance and get a reappraisal on the smaller triangle piece and determine how that affects the financing for the entire project. The Board provided direction to staff to move forward with a review of the proposal and development of a financial pro-forma and development schedule.

7. Agency Draft 2016 Annual Report Review – Bill Belknap

In Accordance with State Statute, all urban renewal agencies are required to file an annual report describing the activities of the agency for the preceding year with the local governing body by March 31st of each year. Agencies are required to hold a public meeting to report the findings of the annual report and to take comments from the public prior to filing the report with the governing body. Staff has prepared the initial draft of the annual report and proposes to conduct the public meeting on the final report at the Agency's upcoming March 2nd meeting. After approval of the Annual Report it will be presented to the City Council at their March 20th meeting.

ACTION: Review draft 2016 Annual Report and provide staff with direction.

Belknap reviewed the draft report, including preliminary financials showing a total net position of assets and liabilities of \$1,308,017. The bulk of expenses in 2016 was the disbursement of excess revenues upon closure of the Alturas District. Remaining assets of the Alturas District, including any future lot sales, will go to the General Fund

which can be utilized for any Agency need. A final draft will be presented at a public hearing at the Agency's March 2nd meeting, followed by presentation to City Council on March 20th.

8. Discussion Regarding March Meeting Schedule – Bill Belknap

The Agency's second March meeting falls on March 16th which is during the local school and university spring break period when many community members may be out of town. Staff is recommending that the Board cancel the March 16th meeting. The next meeting would be on April 6th.

ACTION: Receive report and provide direction as deemed appropriate.

The Board concurred with staff's recommendation to cancel the March 16th meeting.

9. General Agency Updates – Gary Riedner

Riedner provided legislative updates regarding clean-up language to last year's legislation regarding urban renewal agencies and a proposed adjustment to the personal property exemption.

McGeehan declared the meeting adjourned at 8:23am.

Steve McGeehan, Agency Chair

Date



Annual Report

& Financial Statements for Fiscal Year 2016



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2016 Annual Report



2016 ANNUAL REPORT FOR THE MOSCOW URBAN RENEWAL AGENCY

The Mission of the Agency (Agency) is to promote and support projects that achieve sustainable economic growth, vitality, and which enhance the community.

Per Idaho Code §50-2006(c), urban renewal agencies are to provide an annual report by March 31 of each year to the jurisdiction's governing body. For the Agency that is the Moscow City Council. This report is submitted in fulfillment of that requirement and to provide information to the public. The report will be available from February 24 through March 16, 2017, for inspection during business hours in the office of the City Clerk or on the Urban Renewal Agency's website at www.moscowura.com.

As required by Idaho Code §50-2006(c), the Agency will consider for approval the draft annual report of the Agency's 2016 activities at their meeting on March 2, 2017. Written comments are welcomed and may be submitted to the Agency in advance of the meeting. Comments and responses from that period will be included in the final version of this report.

The comment period will remain open from February 24, 2017 to March 16, 2017.

FOR MORE INFORMATION...

As required by Idaho Code §50-2011(f), the annual report identifies the real property held by the Agency and sets forth the reasons such property remains unsold and indicates the Agency's plans for disposition of the real property, if necessary. If you have any questions or to submit comments, please contact:

Bill Belknap, Executive Director
221 E. Second Street Moscow, Idaho 83843
(208)883-7011
www.moscowura.com
bbelknap@ci.moscow.id.us

Understanding URAs

Urban renewal and revenue allocation financing are the most significant tools available to Idaho communities for attracting and retaining businesses, generating economic development, promoting job creation and encouraging development of deteriorating and underutilized areas. The State of Idaho provides limited options for cities and counties to use in financing site preparation, infrastructure and other needed incentives necessary to attract and retain businesses. Revenue allocation financing allows communities to make a site ready for development, including extending water, sewer, streets and other improvements that reduce the cost to businesses of relocating or expanding.

Urban renewal and revenue allocation financing is particularly important because of the competitive nature of economic development, where Idaho communities face competition from communities in other states or countries where incentives such as tax abatements, local revenue sharing, and incentives for recruitment often exist. Many Idaho cities (some with more than one project area), have chosen these tools to revitalize their city. The positive impacts of urban renewal can be seen across the state of Idaho.



CONTENTS

Moscow Urban Renewal Agency Profile	3
Agency Board of Commissioners	5
The Districts of the Agency.....	8
Alturas Technology Park Urban Renewal District	9
Legacy Crossing Urban Renewal District	11
EPA Brownfields Coalition Assessment & Cleanup Grant	14
Inventory of MURA Owned Properties	15
Public Comments & Response	16
Legal Notice	17
Financial Statements.....	18



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MOSCOW URBAN RENEWAL AGENCY PROFILE

The Agency was organized by the Moscow City Council in 1995 pursuant to resolution 95-08 in accordance with Idaho Urban Renewal Law, Ch. 20, Title 50, Idaho Code (the "Law") and the Local Economic Development Act, Ch. 29, Title 50, Idaho Code (the "Act"). The Agency acts as an arm of the Idaho State government, entirely separate and distinct from the City of Moscow as provided in Idaho Code Section 50-2006.

The purpose of the Agency is to undertake urban renewal projects in areas designated by the City of Moscow to be deteriorating, and to undertake this rehabilitation, conservation, redevelopment or a combination thereof in the interest of the public health, safety, morals or welfare of the residents of the City of Moscow.

The Agency is comprised of seven Commissioners appointed by the Mayor and confirmed by the City Council, with terms as specified by the Mayor as authorized by Moscow City Council Resolution 2008-17. Membership is constituted as follows: Two (2) members of the Moscow City Council; one (1) member of the Latah County Commission; and, four (4) members from the citizenry at large. Terms are staggered in such a fashion that no more than three (3) expire in any given year. The Board of Commissioners elects the Chairman, Vice-Chairman and Secretary from the ranks of the Commission, the Treasurer office may be filled by Commissioners or by staff appointments made by the Commission.

The Chairperson is the Chief presiding officer of the Agency. The Chair executes all deeds, bonds, contracts and other legal documents authorized by the Commission. Some of the Chair's duties may be delegated by the Board of Commission to the Agency's Executive Director who oversees the day-to-day operations of the Agency and carries out the policies of the Board.



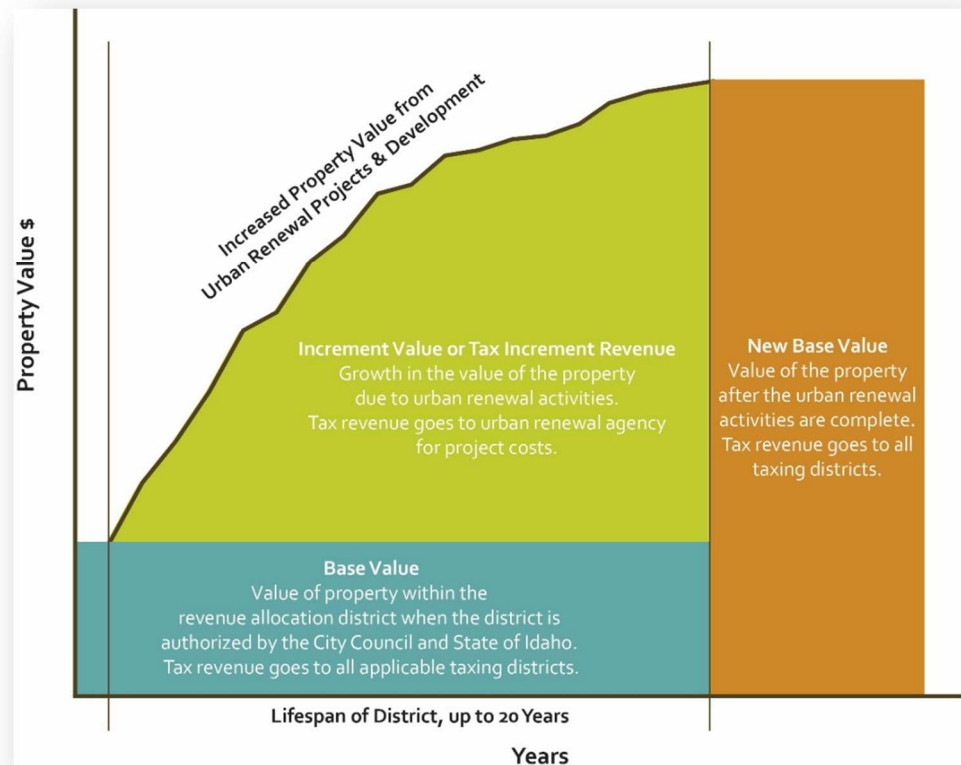
Comtech EF Data Corporation

The City of Moscow is responsible for defining the geographic boundaries and legal creation of all urban renewal districts within the city. The Alturas Technology Park District was created in 1995 and the Legacy Crossing District was created in 2008. The Agency works with the City of Moscow and the private sector to remedy blight and to facilitate economic development within these two districts. The Agency's activities within these districts are directed by specific urban renewal plans adopted by the Moscow City Council. The Agency provides funding for these efforts through the use of tax incremental financing.

As illustrated in the graphic on this page, when the city establishes a tax increment financing district, the value on the property in the district is set as of the date the district is created. The property tax revenue collected on this base value goes to the various taxing entities providing services to that property. Any increase in value over the base is called the increment value and the tax revenue generated from the increment value is transferred to the Agency.

These tax increment revenues are used by the Agency to pay for public improvements and other revitalization activities in that district. When the district closes (now up to 20 years) the increment value is added back to the base value on the tax rolls. This helps diversify and strengthen the economic bases of both the city and the county.

Though urban renewal is a separate item on property tax statements, local property owners pay the same amount of tax whether or not an urban renewal district is established in their area.



AGENCY BOARD OF COMMISSIONERS

The Agency is comprised of seven Commissioners appointed by the Mayor, and confirmed by the City Council, with terms specified by the Mayor, as authorized by Moscow City Council Resolution 2008-17. Officers of the agency consist of a Chairperson, Vice Chairperson, Secretary and Treasurer. Formal policy decisions are made by the Agency Board of Commissioners.



2016 MURA Board *(pictured from left to right)*

Steve McGeehan, Chair
Brandy Sullivan, Vice Chair
Art Bettge, Secretary
Steve Drown, Commissioner
Dave McGraw, Commissioner
John Weber, Commissioner
Ron Smith, Commissioner

SIGNIFICANT AGENCY ACHIEVEMENTS FOR 2016

The Agency was active during 2016 with a number of activities including the environmental remediation and future development planning of the Agency's 6th and Jackson property began, closure of the Alturas District occurred, the Agency administrative structure was streamline and private development activity increased with the improving national, state and local economy. Below are a few selected Agency achievements from 2016:

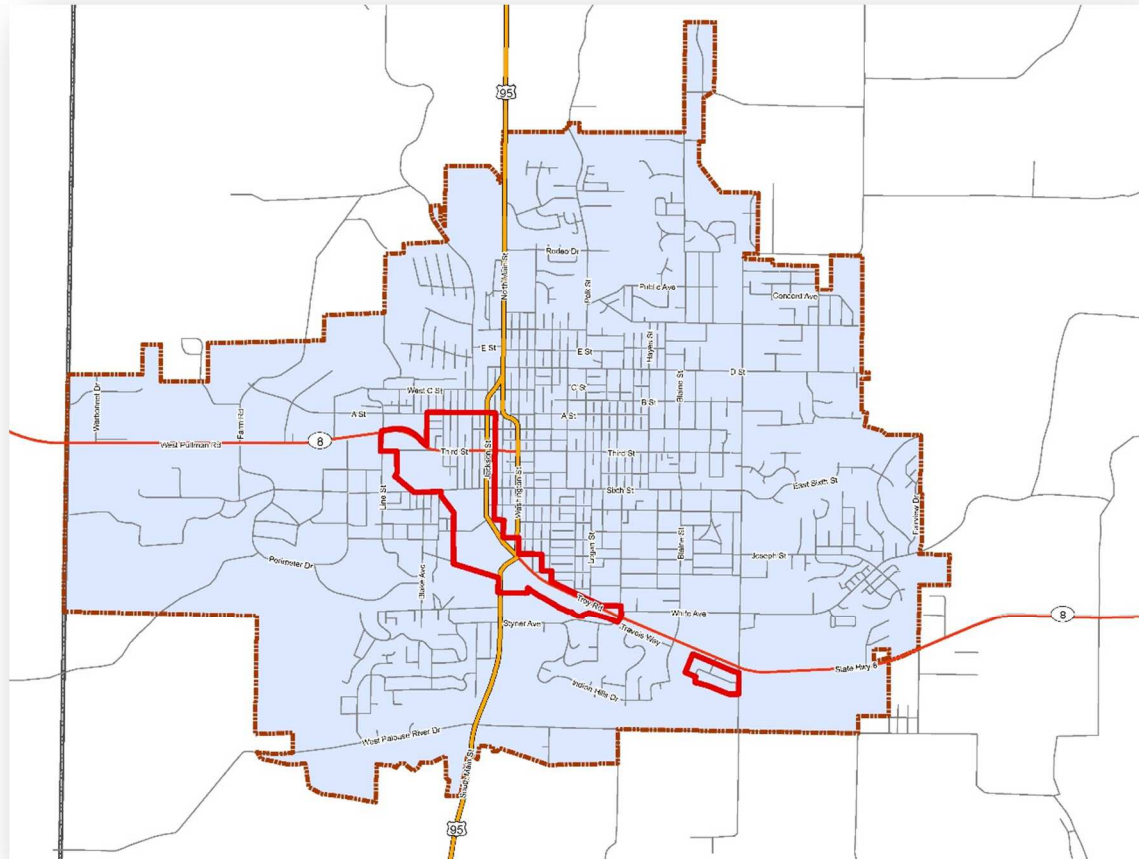
- **Environmental Remediation of 6th and Jackson Site:** The Agency's 6th and Jackson property underwent extensive environmental assessment and cleanup planning in 2011 and 2012. After the development of a preliminary cleanup plan in 2012, additional contaminants of concern were identify and additional testing and cleanup plan development was required. In 2015 the Agency completed the revised Assessment of Brownfield Cleanup Alternatives (ABCA) and cleanup work plan, selected a cleanup contractor and completed the soil removal and groundwater treatment system installation. This is an important milestone toward future redevelopment of this important property.
- **Selection of future developer for 6th and Jackson Site:** In November of 2014 the Agency published a request for proposals for the development of the 6th and Jackson property. The Agency sought proposals from interested developers with a vision for a mixed use development that would create energy and excitement in Legacy Crossing. Respondent Sangria Downtown LLC was selected as the successful party with a proposal to build a new 18,000 square foot development on the site that will include the Sangria Grille Restaurant, and additional commercial space and 18 residential units.
- **Private Development Partnerships:** The MURA Board partnered with over \$40 Million in private development projects to assist in funding the cost of needed public infrastructure, environmental remediation and roadway and access improvements through Owner Participation Agreements (OPA). Through the OPA, the Agency reimburses the developer for identified public improvements from increased property taxes that result from the private investment. New OPA's approved in 2016 include the Gritman Medical Office Building, Gateway Project, Dawson's Corner Project and Third and Jackson project.

- **MURA Strategic Plan:** In 2016 the MURA Board conducted a strategic planning process to develop a 5 year strategic plan for the Agency to help guide the activities of the Board and increase public awareness of the Agency's mission and purpose. This effort was concluded with the adoption of the strategic plan in February of 2017.

THE DISTRICTS OF THE AGENCY

The Agency operates in two urban renewal districts: The Alturas Technology Park and Legacy Crossing. The smaller Alturas Technology Park District is located in the southeastern area of the City along State Highway 8, while the larger Legacy Crossing District is located just west of downtown near the University of Idaho Campus.

Applying a variety of redevelopment strategies to improve economic conditions and enhance the quality of life across the city, the Agency's catalog of projects demonstrates that there is no one-size-fits-all solution for community redevelopment. When taken as a whole, this diversity of efforts translates into a cohesive framework, serving critical community, business, and economic development needs.



ALTURAS TECHNOLOGY PARK URBAN RENEWAL DISTRICT

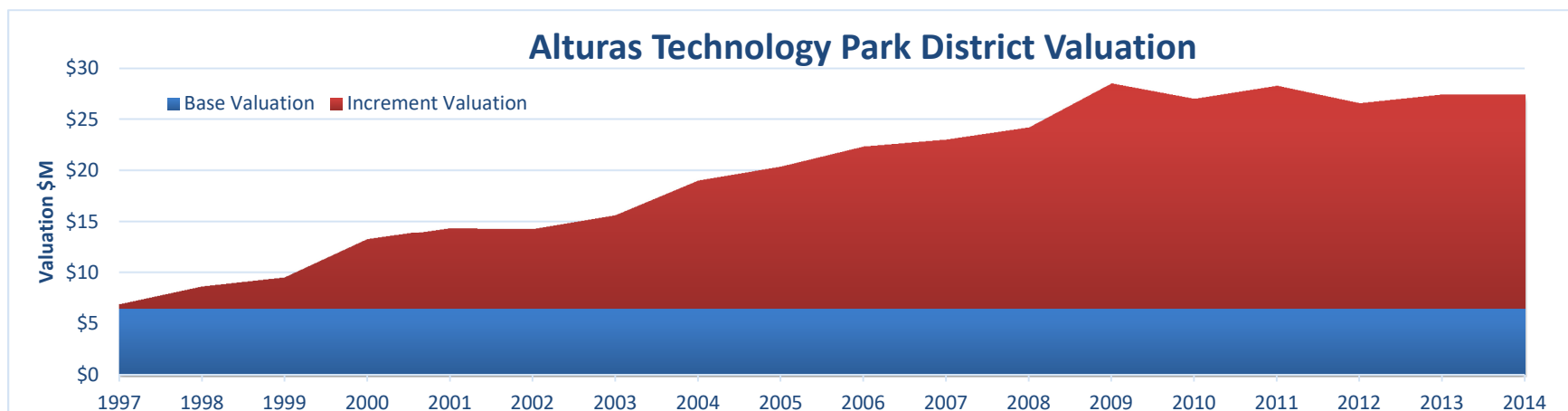
The Alturas Technology Park is the Agency's first District and is currently home to many of Moscow's premier high-tech companies, including Comtech EF Data Corporation, Alturas Analytics, Inc., Anatek Labs, Inc., and BioTracking, LLC. The majority of these firms are linked to outside/non-local markets and are considered primary industries. Wealth enters the local economy principally by way of these industry types.

Established in 1996, the assessed value of property within the revenue allocation area was approximately \$6.4 million. Improvements and developments made as a result of the Alturas Research and Technology Park Urban Renewal Plan have assisted in increasing property values dramatically and today the same area is valued at more than \$22 million.

The export industries within the Alturas Technology Park have a profound economic impact on the Moscow economy. In the past year these companies had a total payroll of over \$6 million and paid an average wage of over \$50,000, which is significantly higher than the city's median household income of \$35,389. During that period, the park contributed an estimated adjusted impact of \$26.7M to the local community.

Alturas Fast Facts

- Established: 1996
- 34 Acres - Revenue Allocation Area
- 13.5 Acres – Project Area
- Base Value: \$6.48 Million
- 2015 Value: \$27.4 Million
- Closure Date: 2015



The Agency has six (6) lots left for sale within the Alturas Technology Park. The lots range in size from 28,370/SF to 38,885/SF and were last appraised at \$2.34/SF (Fair Market Value). As noted later in this report, the Agency continued to market the remaining six lots in Alturas and has engaged Palouse Commercial Real Estate to provide marketing and real estate brokerage services.

On July 22, 2015, the Agency passed Resolution 2015-02 recommending termination of the Alturas Technology Park revenue allocation area to the Moscow City Council. Following this recommendation, the City Council passed Ordinance 2015-15 terminating the Alturas revenue allocation area. Therefore the Agency will not receive any future tax increment revenues beyond the 2015 fiscal year. The Agency was pleased to be able to close the revenue allocation area a year ahead of the schedule and allow the tax revenues to return to the taxing districts as soon as possible.



LEGACY CROSSING URBAN RENEWAL DISTRICT

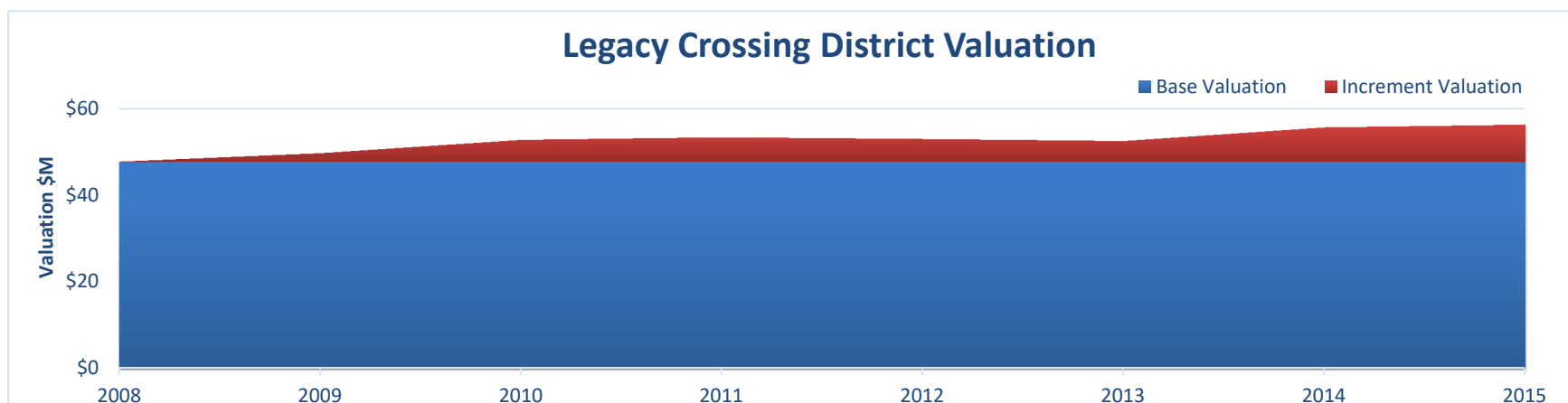
The Legacy Crossing District was created in June of 2008 and is the Agency's second urban renewal district. The Legacy Crossing District covers approximately 163 acres and includes a majority of the blighted and underutilized properties located between Moscow's historic downtown and the University of Idaho.

By definition, reurbanization involves redeveloping already urbanized areas, which decreases pressure for development of greenfield sites outside the City. Reurbanization provides an opportunity to learn from mistakes of the past and to create high-quality, livable urban environments while building at a human scale. Reurbanization can ensure a range of places where new kinds of businesses can locate and promote diversity of housing types and choice. Finally, reurbanization can support community building and social integration.

The opening of the Intermodal Transit Center, the reconstruction of College Street and the placement of the new bike/pedestrian bridge have provided a huge boost in capital and have jump-started the process of reurbanization. This is evidenced by EMSI's move into a newly remodeled building within the district, as well as by the construction of a new Jimmy John's restaurant and plans by several other property owners to build or renovate existing buildings within the District.

Legacy Crossing Fast Facts

- Established: 2008
- 162 Acres
- Base Value: \$47.76 Million
- 2015 Value: \$56.31 Million
- Closure Date: 2032



In 2010, the Agency purchased a property with the District located at the southwestern corner of the intersection of 6th and Jackson streets. The property was purchased to enhance opportunities to connect downtown Moscow to the University of Idaho campus. The Agency and the City of Moscow understood that the property was the keystone to connectivity between the University and downtown and to the development of Hello Walk.

The property was the site of a former agricultural business and the Agency immediately began to clear the site, removing structures and debris. The site was then evaluated through the EPA Brownfields Assessment Coalition grant. Certain pollutants were discovered during Phase I and Phase II environmental assessments. The Assessment grant is also being used to develop a plan for site remediation to a level which is acceptable to the EPA and Idaho Department of Environmental Quality (DEQ).

The Agency applied for and was successful in obtaining an EPA cleanup grant in the amount of \$115,317. The EPA cleanup grant will be utilized to conduct the actual remediation and monitoring of the property, which will allow for its re-use. The active cleanup construction was completed in 2016 with additional monitoring to occur until environmental compliance is reached.

In November 2014, the Agency issued a Request for Proposals (RFP) for the redevelopment of the property seeking developers who are willing to develop this lot for purposes and uses in conformance with the Legacy Crossing District Plan, Urban Mixed Commercial Zone, Legacy Crossing District Overlay District and Legacy Crossing District Overlay District Design Guidelines. The Agency envisions urban development of an esthetically pleasing and efficient mixed-use project that complements



downtown and create energy and excitement and activate this key location.

Sangria Downtown LLC was selected as the successful respondent and in April of 2015 the Agency entered into an Exclusive Negotiation Agreement (ENA) with the selected respondent. The ENA guides discussions regarding development nature and form, agency project assistance, and conditions and obligations of disposition. The goal of the ENA is to provide a process for negotiating a Disposition and Development Agreement (DDA) to formally document terms of transaction and responsibilities of the parties.

The proposal from Sangria Downtown LLC included a two-story mixed-use development that is proposed to house the Sangria Grill restaurant along with a second commercial space on the ground floor with 18 apartments located on the second floor. Sangria Downtown LLC is currently finalizing their development plans with construction expected to begin in the summer of 2017.



EPA BROWNFIELDS COALITION ASSESSMENT & CLEANUP GRANT

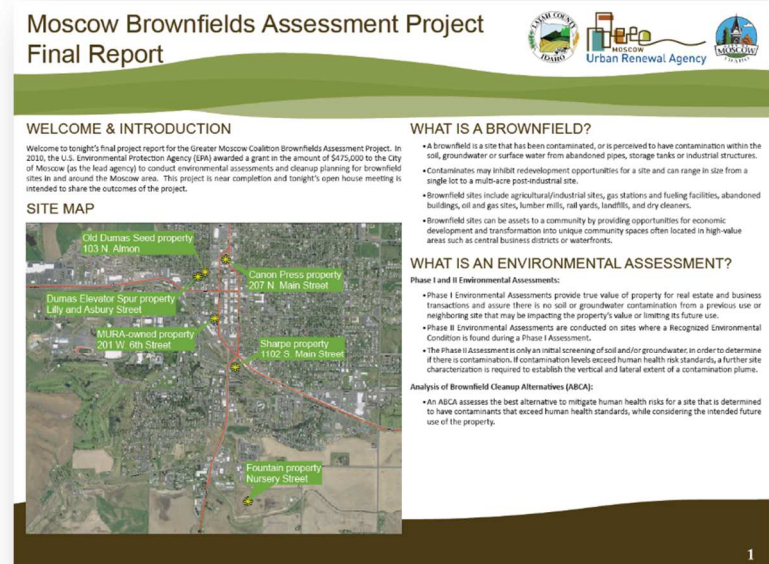
Creating the opportunity for economic revitalization through Brownfield redevelopment is a primary goal of the Agency.

The United States Environmental Protection Agency (EPA) defines brownfields as, “real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.” These problem properties are not uncommon. According to the General Accounting Office (GAO), there are close to 450,000 brownfields in the United States.

In 2010, the Agency partnered with the City of Moscow and Latah County and was awarded an EPA Brownfields Assessment Coalition Grant totaling \$475,000.

The grant allows for environmental assessments and cleanup planning for sites located primarily within the Legacy Crossing District. The Agency’s Executive Director and City’s Environmental Compliance Officer jointly manage the EPA Brownfield Coalition Grant and partner with Alisa Anderson, City of Moscow Grants Manager, in administering the grant.

For the public/private sectors, brownfield redevelopment can mean new business opportunities, the potential for profit on unused or under-utilized properties, increased environmental stewardship, and access to untapped markets.



INVENTORY OF MURA OWNED PROPERTIES

District	Property Address	Parcel Number	SF /Acres	Planned Reuse
Alturas	1362 Alturas Drive	RPM00270010020	29,412/SF	Fee Simple Sale
Alturas	1412 Alturas Drive	RPM00270010030	28,370/SF	Fee Simple Sale
Alturas	1425 Alturas Drive	RPM00270020040	38,885/SF	Fee Simple Sale
Alturas	1383 Alturas Drive	RPM00270020030	36,997/SF	Fee Simple Sale
Alturas	1345 Alturas Drive	RPM00270020020	34,531/SF	Fee Simple Sale
Alturas	1293 Alturas Drive	RPM00270020010	35,029/SF	Fee Simple Sale
Legacy	Lot located at the southwestern corner of the intersection of 6 th and Jackson streets	RPM00000180025	0.87 Acres	Public pathway, public plaza, and future fee simple sale

As noted above, the Agency owns six (6) lots within the Alturas Technology Park District and one (1) lot within the Legacy Crossing District.

Public Comments & Response

Legal Notice

FINANCIAL STATEMENTS

MOSCOW URBAN RENEWAL AGENCY, MOSCOW, IDAHO

STATEMENT OF NET POSITION September 30, 2016

	Governmental Activities
ASSETS	
Cash and investments	\$ 608,254
Accounts receivable	29,501
Land held for sale	531,256
Capital assets	
Land	656,256
Total assets	<u>1,825,267</u>
LIABILITIES	
Accounts payable	29,713
Deposit payable	5,000
Series 2010 Bond - due within one year	27,000
Latah County payback agreement - due within one year	3,500
Series 2010 Bond - due after one year	347,000
Latah County payback agreement - due after one year	105,037
Total liabilities	<u>517,250</u>
NET POSITION	
Net investment in capital assets	326,568
Restricted	
Debt service	44,312
Unrestricted	<u>937,137</u>
Total net position	<u>\$ 1,308,017</u>

MOSCOW URBAN RENEWAL AGENCY, MOSCOW, IDAHO

STATEMENT OF ACTIVITIES Year Ended September 30, 2016

		Program Revenues	Net Revenue (Expense) and Changes in Net Assets
	Expenses	Operating Grants and Contributions	Governmental Activities
GOVERNMENTAL ACTIVITIES			
Project administration	\$ 935,345	\$ 145,940	\$ (789,405)
Interest expense	15,632		(15,632)
Total governmental activities	<u>950,977</u>	<u>145,940</u>	<u>(805,037)</u>
GENERAL REVENUES			
Property taxes levied for general purposes			179,552
Investment income/losses			3,842
Gain (loss) on disposal of assets			<u>(432,679)</u>
Total general revenues			<u>(249,285)</u>
Change in net position			(1,054,322)
NET POSITION, beginning of year			<u>2,362,339</u>
NET POSITION, end of year			<u>\$ 1,308,017</u>

MOSCOW URBAN RENEWAL AGENCY, MOSCOW, IDAHO

BALANCE SHEET - GOVERNMENTAL FUNDS September 30, 2016

	General	Alturas Technology Park District	Legacy Crossing District	Total
ASSETS				
Cash and investments	\$ 78,659		\$ 529,595	\$ 608,254
Accounts receivable	242		29,259	29,501
Land held for sale	531,256			531,256
Total assets	\$ 610,157	\$ 0	\$ 558,854	\$ 1,169,011
LIABILITIES AND FUND BALANCES				
Liabilities				
Accounts payable	\$ 1,026		\$ 28,687	\$ 29,713
Deposit payable			5,000	5,000
Total liabilities	1,026	\$ 0	33,687	34,713
Fund Balance				
Nonspendable	531,256			531,256
Restricted for debt service			44,312	44,312
Assigned			480,855	480,855
Unassigned	77,875			77,875
Total fund balance	609,131	-	525,167	1,134,298
Total liabilities and fund balance	\$ 610,157	\$ 0	\$ 558,854	\$ 1,169,011
RECONCILIATION OF THE STATEMENT OF NET POSITION TO THE BALANCE SHEET				
Total fund balance - Governmental Funds				\$ 1,134,298
Amounts reported for governmental activities in the statement of net position are different because:				
Capital assets used in governmental activities are financial resources and, therefore, are not reported in the funds				656,256
Long-term liabilities, consisting of bonds payable, are not due and payable in the current period and, therefore, are not reported in the funds				(482,537)
Total net position - Governmental Activities				\$ 1,308,017

MOSCOW URBAN RENEWAL AGENCY, MOSCOW, IDAHO

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
Year Ended September 30, 2016

	General	Alturas Technology Park District	Legacy Crossing District	Total
REVENUES				
Property taxes			\$ 179,552	\$ 179,552
Grants and contributions			145,940	145,940
Investment income/losses	\$ 3,842			3,842
Total revenues	<u>3,842</u>	<u>\$ 0</u>	<u>325,492</u>	<u>329,334</u>
EXPENDITURES				
Current				
Legal and professional fees	9,780	154	9,838	19,772
Insurance	1,507			1,507
Advertising	462	108		570
Management services	45,000			45,000
Repairs and maintenance		4,017		4,017
Land incentive agreement			10,926	10,926
Other administration expenses	1,275		2,322	3,597
Debt Service				
Principal retirement			27,000	27,000
Interest			15,632	15,632
Capital outlay				
Land			145,940	145,940
Total expenditures	<u>58,024</u>	<u>4,279</u>	<u>211,658</u>	<u>273,961</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>(54,182)</u>	<u>(4,279)</u>	<u>113,834</u>	<u>55,373</u>
OTHER FINANCING SOURCES (USES)				
Proceeds from sale		50		50
Operating transfers	612,352	(612,352)		0
Alturas termination plan		(849,956)		(849,956)
Total other financing sources (uses)	<u>612,352</u>	<u>(1,462,258)</u>	<u>0</u>	<u>(849,906)</u>
Net change in fund balances	558,170	(1,466,537)	113,834	(794,533)
FUND BALANCES AT BEGINNING OF YEAR	<u>50,961</u>	<u>1,466,537</u>	<u>411,333</u>	<u>1,928,831</u>
FUND BALANCES AT END OF YEAR	<u>\$ 609,131</u>	<u>\$ 0</u>	<u>\$ 525,167</u>	<u>\$ 1,134,298</u>

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

Net change in fund balances - Governmental Funds \$ (794,533)

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

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense:
This is the capital outlay for the current period. 145,940

Contributed capital assets and other miscellaneous capital asset transactions recorded in government-wide financial statements but not recorded in fund level financial statements. (432,729)

The issuance of long-term debt (e.g. bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of issuance costs, premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities:

Principal payments made on long-term debt 27,000

Change in net position - Governmental Activities \$ (1,054,322)

MOSCOW URBAN RENEWAL AGENCY, MOSCOW, IDAHO

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL - GOVERNMENTAL FUNDS GENERAL FUND Year Ended September 30, 2016

	Budgeted Amounts Original and Final	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES			
Investment income/losses	\$ 1,000	\$ 3,842	\$ 2,842
Total revenues	<u>1,000</u>	<u>3,842</u>	<u>2,842</u>
EXPENDITURES			
Current			
Legal and professional fees	12,000	9,780	2,220
Insurance	1,650	1,507	143
Advertising	1,000	462	538
Management services	45,000	45,000	0
Other administration expenses	3,000	1,275	1,725
Total expenditures	<u>62,650</u>	<u>58,024</u>	<u>4,626</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>(61,650)</u>	<u>(54,182)</u>	<u>7,468</u>
OTHER FINANCING SOURCES (USES)			
Operating transfers	62,650	612,352	549,702
Total other financing sources (uses)	<u>62,650</u>	<u>612,352</u>	<u>549,702</u>
Net change in fund balances	1,000	558,170	557,170
FUND BALANCES BEGINNING OF YEAR	<u>(1,000)</u>	<u>50,961</u>	<u>51,961</u>
FUND BALANCES END OF YEAR	<u>\$ 0</u>	<u>\$ 609,131</u>	<u>\$ 609,131</u>

MOSCOW URBAN RENEWAL AGENCY, MOSCOW, IDAHO

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES - BUDGET AND ACTUAL - GOVERNMENTAL FUNDS
ALTURAS TECHNOLOGY PARK DISTRICT FUND
Year Ended September 30, 2016

	Budgeted Amounts Original and Final	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES			
Total revenues	\$ 0	\$ 0	\$ 0
EXPENDITURES			
Current			
Legal and professional fees	10,000	154	9,846
Advertising	4,000	108	3,892
Repairs and maintenance	5,000	4,017	983
Contingency	40,000		40,000
Total expenditures	59,000	4,279	54,721
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(59,000)	(4,279)	54,721
OTHER FINANCING SOURCES (USES)			
Proceeds from sale		50	50
Operating transfers	(31,325)	(612,352)	(581,027)
Alturas termination plan	(767,044)	(849,956)	(82,912)
Total other financing sources (uses)	(798,369)	(1,462,258)	(663,889)
Net change in fund balances	(857,369)	(1,466,537)	(609,168)
FUND BALANCES BEGINNING OF YEAR	857,369	1,466,537	609,168
FUND BALANCES END OF YEAR	\$ 0	\$ 0	\$ 0

MOSCOW URBAN RENEWAL AGENCY, MOSCOW, IDAHO

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES - BUDGET AND ACTUAL - GOVERNMENTAL FUNDS
LEGACY CROSSING DISTRICT FUND
Year Ended September 30, 2016

	Budgeted Amounts Original and Final	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES			
Property taxes	\$ 141,000	\$ 179,552	\$ 38,552
Grants and contributions	108,235	145,940	37,705
Total revenues	<u>249,235</u>	<u>325,492</u>	<u>76,257</u>
EXPENDITURES			
Current			
Legal and professional fees	22,350	9,838	12,512
Advertising	2,000		2,000
Land incentive agreement	9,000	10,926	(1,926)
Other administration expenses	4,000	2,322	1,678
Debt service			
Principal retirement	401,000	27,000	374,000
Interest	18,435	15,632	2,803
Capital outlay			
Land		145,940	(145,940)
Improvements	194,885		194,885
Contingency	15,000		15,000
Total expenditures	<u>666,670</u>	<u>211,658</u>	<u>455,012</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>(417,435)</u>	<u>113,834</u>	<u>531,269</u>
OTHER FINANCING SOURCES (USES)			
Proceeds from sale	450,000		(450,000)
Operating transfers	(31,325)		31,325
Total other financing sources (uses)	<u>418,675</u>	<u>0</u>	<u>(418,675)</u>
Net change in fund balances	1,240	113,834	112,594
FUND BALANCES BEGINNING OF YEAR	<u>(1,240)</u>	<u>411,333</u>	<u>412,573</u>
FUND BALANCES END OF YEAR	<u>\$ 0</u>	<u>\$ 525,167</u>	<u>\$ 525,167</u>

RESOLUTION NO. 2017-01

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE MOSCOW URBAN RENEWAL AGENCY, TO BE TERMED THE "ANNUAL REPORT RESOLUTION," APPROVING THE ANNUAL REPORT OF THE URBAN RENEWAL AGENCY, FOR CALENDAR YEAR 2016; APPROVING THE NOTICE OF FILING THE ANNUAL REPORT; DIRECTING THE CHAIR TO SUBMIT SAID REPORT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 20-2006(c), Idaho Code, the Agency is required to prepare an annual report and submit the annual report to the Mayor of the city of Moscow, Idaho, on or before March 31 of each year.

WHEREAS, pursuant to Idaho Code Section 50-2006(c), the Agency has prepared an annual report of the Agency's activities for calendar year 2016, a copy of which report is attached hereto as Exhibit A and is incorporated herein by reference; and

WHEREAS, on February 18, 2017 the Agency published public notice that the 2016 Annual Report would be available for public inspection beginning on February 20th would be presented at the Agency's March 2nd meeting during which, or prior to, the public was invited to provide comment; and

WHEREAS, on March 2, 2017, pursuant to Section 50-2006(c), Idaho Code, the Agency held an open public meeting, properly noticed, to report these findings during the Agency's meeting held at 206 E. Third Street, Moscow, Idaho.

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

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

Section 2. That the annual report attached hereto as Exhibit A is hereby approved and adopted by the Agency Board.

Section 3: That the Chair shall submit said annual report to the city of Moscow, Idaho, on or before March 31, 2017.

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

PASSED AND ADOPTED by the Moscow Urban Renewal Agency, on March 2, 2017.
Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on March 2, 2017.

APPROVED:

By _____
Steve McGeehan, Chair

ATTEST:

By _____
Art Bettge, Secretary

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SANGRIA DEVELOPMENT

SIXTH & JACKSON MOSCOW, IDAHO 83843 LATAH COUNTY



ARTIST'S SCHEMATIC RENDERING, NOT EXACT REPLICA OF CONSTRUCTION DOCUMENTS

ABBREVIATIONS

ALSO SEE INDIVIDUAL SHEETS FOR OTHER ABBREVIATIONS NOT LISTED HERE

& L S Ø #	AND ANGLE CENTERLINE DIAMETER OR ROUND FOUND OR NUMBER
A.C.T. ACJST ADJ. APPROX. ARCH. A.F.F.	ACOUSTICAL CEILING TILE ADJUST ADJUSTABLE APPROXIMATE ARCHITECTURAL ABOVE FINISH FLOOR
B.D.G. B.L.K. B.L.G. B.M. B.O.T.	BUILDING BLOCK BLOOMING BEAM BOTTOM
CAB. CER. C.F.C.I. CIP. C.L.G. C.L.R. C.O.L. C.O.N.C. C.O.N.N. C.O.N.S.T. C.O.N.T. C.T.S.K. C.T.R.	CABINET CERAMIC CONT. FURNISHED CONT. INSTALLED CAST IN PLACE CEILING CLEAR COLUMN CONCRETE CONNECTION CONSTRUCTION CONTINUOUS CERAMIC TILE COUNTERSINK CENTER CART
DBL. DEPT. D.T.L. DIA. DIM. D.M. D.N. D.R. D.W.G. E.A. ELEV. ELECT. EQ. EXT. EXIST.	DOUBLE DEPARTMENT DETAIL DIAMETER DIMENSION DOWN DOOR DRAWING EACH ELEVATION ELECTRICAL EQUAL EXTERIOR EXISTING
F.E. F.E.C. F.N. F.L.D. F.L.R. FLOOR. F.O.C. F.O.F. F.O.I.C. F.O.S. FURR. G.A. GALV. G.W.B.	FIRE EXTINGUISHER FIRE EXTINGUISHER CABINET FACTORY FINISH FINISH FURNISHED AND INSTALLED BY OWNER FLOOR FLUORESCENT FACE OF CONCRETE FACE OF FINISH FURNISHED BY OWNER INSTALLED BY CONTRACTOR FACE OF STUD FURRING GAUGE GALVANIZED GYPSUM WALL BOARD
H.C. H.D.R. H.M. HORIZ. H.R. H.T. H.R. INCAN. I.D. INSUL. INT. J.T.	HOLLOW CORE HEADER HARDWOOD HOLLOW METAL HORIZONTAL HOUR HEIGHT HANDRAIL INCANDESCENT INSIDE DIAMETER (DIM.) INSULATION INTERIOR JOINT
KIT. L.A.M. L.A.V. M.F.G.R. M.E.C.H. M.T.L. M.F.G.R. M.N. M.S.C. M.T.D. M.U.L.	KITCHEN LAMINATE LAUNDRY MANUFACTURER MECHANICAL METAL MANUFACTURER MINIMUM MISCELLANEOUS MOUNTED MULLION
N.I.C. N.O. N.C.M. N.T.S. O.F.C.I. O.F.F. O.C. O.D. P.T.B.D. P.L.A.M. P.L.Y. P.R. P.T. P.T.N. P.R.E.S.E.R.V. P. Q.T.	NOT IN CONTRACT NUMBER NORMAL NOT TO SCALE OWNER FURNISHED, CONT. INSTALLED OFFICE ON CENTER OUTSIDE DIAMETER PARTICLE BOARD PLASTIC LAMINATE PLYWOOD PAINT POINT PARTITION PRESERVATIVE PAINT QUARRY TILE
R. RAD. REF. REINFORCED REDO RESIL. R.M. R.O. R.T. R.B. R.S. S.C. S.E.C.T. SHT. S.M. S.P.E.C. SQ. S.S. STD. STL. STOR. STRUCT. SUSP. SYMM. S.V.	RISER RADIUS REFRIGERATOR REINFORCED REQUIRED RESILIENT ROOM ROUGH OPENING RUBBER TILE RUBBER BASE REDWOOD SIDING SOLID CORE SECTION SHEET SIMILAR SPECIFICATION SQUARE STAINLESS STEEL STANDARD STEEL STORAGE STRUCTURAL SUSPENDED SYMMETRICAL SHEET VINYL
T. TEL. THK. TV TYP. T.L. U.N.O. V.C.T. VERT. VEST. V.V.I. W. W.C.O.V. W.D. W.O. W.P. WT. W.R.	TREAD TELEPHONE THICK TELEVISION TYPICAL TRUE LENGTH UNLESS NOTED OTHERWISE VINYL COMPOSITION TILE VERTICAL VESTIBULE VINYL TILE WITH WALLCOVERING WOOD WITHOUT WATERPROOF WEIGHT WATER RESISTANT

SYMBOLS

CONCRETE	CONCRETE BLOCK	STONE MASONRY	BROCK MASONRY	EARTH FILL/COMPACTED FILL	RIGID INSULATION	BATT INSULATION	STONE	METAL	WOOD FRAMING	WOOD BLOCKING	WOODY(FINISH)	PLYWOOD	GYPSUM BOARD/PLASTER	CENTERLINE	WATERPROOFING MEMBRANE	PROPERTY LINE	EXISTING CONTOUR LINE	PROPOSED CONTOUR LINE
FINISH FLOOR EL. 100'-0"	BUILDING SECTION	DETAIL NUMBER	SHEET NUMBER	DETAIL NUMBER	DETAIL KEY	ROOM NUMBER	WINDOW KEY	DOOR KEY	WALL ASSEMBLY	REVISION	COLUMN BUBBLE	FLOOR FINISH	REVISION CLOUD					

PROJECT TEAM

OWNER

SANGRIA DEVELOPMENT
SIXTH & JACKSON
MOSCOW, IDAHO 83843
P. 208-882-2893
CONTACT: CARLY LILLYGEORGE SKANDALOS

ARCHITECT OF RECORD

BOUREAU ARCHITECTURE
DESIGN STUDIO
901 PRACOTREE RD.
MOSCOW, ID 83843
P. 208-310-0289
E. JB@BAGSSTUDIO.US
CONTACT: JIM BOUREAU

DESIGNER

JOHN PAUL
OTS DESIGN
816 EXES ROAD
MOSCOW, IDAHO 83843
P. 208-966-6961
E. JP@OTSDESIGN.COM
CONTACT: JOHN PAUL

STRUCTURAL ENGINEER

TODD ENGINEERS
303 EAST 2ND AVENUE
SPOKANE, WA 99202
CONTACT: TONY STENLUND
P. 509-622-2288
E. TONY.STENLUND@THEENGINEERING.COM
WWW.THEENGINEERING.COM

ELECTRICAL ENGINEER

AEI ENGINEERING
1910 NORTHWEST BLVD.
COLEUR D'ALENE, IDAHO 83814
CONTACT: RAY WATKINS
P. 208-866-4001
E. RAY.WATKINS@AEIENGINEERING.COM

MECHANICAL ENGINEER

COVENANT MECHANICAL
39711 HWY 95
LEWISTON, ID 83801
CONTACT: ROB SWINNEY
P. 208-762-1004
E. COVENANTENGINEERING@CABLEONE.NET

CIVIL ENGINEER

HOOPE & ASSOCIATES, INC.
PO BOX 8728
MOSCOW, ID 83843
CONTACT: SCOTT BECKER, PE
P. 208-883-3520
E. SCOTT.BECKER@MOSCOW.ID

LANDSCAPE ARCHITECT

MT-LA LANDSCAPE ARCHITECTURE
1471 N. HEADWOOD LANE, SUITE 150
LIBERTY LAKE, WA 99019
CONTACT: MIKE TERRELL
P. 509-552-7449
E. MTERRELL@MT-LA.COM
WWW.MT-LA.COM

GENERAL NOTES

- ALL ITEMS INDICATED ON THE DRAWINGS, SCHEDULES AND/OR IN THE SPECIFICATIONS SHALL BE INCLUDED IN THE CONTRACTOR'S BID. THE SPECIFICATIONS, SCHEDULES, DIAGRAMS, DETAILS, PHOTOS, AND PLANS ARE COMPLEMENTARY AND WHAT IS INDICATED ON ANY IS AS BINDING AS IF INDICATED ON ALL. WHERE A CONFLICT EXISTS BETWEEN WHAT IS SHOWN AND WHAT IS SPECIFIED, THE MORE STRINGENT SHALL GOVERN. IT IS THE INTENT OF THESE DOCUMENTS TO PROVIDE ALL REQUIRED LABOR, PARTS AND ACCESSORIES TO PROVIDE COMPLETE AND FUNCTIONING SYSTEMS. THE CONTRACTOR SHALL REPORT TO THIS OFFICE FOR ANY ERROR, INCONSISTENCY, CONFLICT OR OMISSION HE MAY DISCOVER.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS AND COORDINATION OF REQUIRED INSPECTIONS.
- THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND SHALL NOTIFY THE OWNER / DESIGNER OF ANY DISCREPANCIES BEFORE COMMENCING ANY WORK.
- THE CONTRACTOR SHALL REPORT TO THIS OFFICE ANY ERROR, INCONSISTENCY OR OMISSION HE MAY DISCOVER. THE CONTRACTOR IS RESPONSIBLE FOR CORRECTING ANY MISTAKES AT THE JOBSITE TO THE SATISFACTION OF THIS OFFICE.
- ON-SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR.
- THE CONTRACTOR SHALL MAINTAIN AT ALL TIMES ADEQUATE SAFETY BARRICADES AND CLEAR ACCESS IN AND OUT OF THE WORK SITE SO AS TO FACILITATE DAILY TRAFFIC, MOVEMENT, DELIVERIES, AND SAFETY.
- FIELD VERIFY EXTENT OF WORK, QUANTITY OF MATERIALS REQUIRED, AND EXISTING CONDITIONS IMPACTING THE WORK SHOWN.
- EXCEPT WHERE OTHERWISE SPECIFIED THE CONTRACTOR SHALL AT ALL TIMES PROVIDE PROTECTION AGAINST WEATHER TO MAINTAIN ALL WORK, MATERIALS, APPARATUS, AND FIXTURES FROM INJURY OR DAMAGES. AT THE END OF DAYS WORK ALL NEW WORK LIKELY TO BE DAMAGED SHALL BE COVERED OR OTHERWISE PROTECTED AS REQUIRED. THE JOB SITE SHALL BE CLEANED AT THE END OF EACH WORK DAY.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OVERALL JOB SITE CLEANLINESS. THE JOB SITE SHALL BE CLEANED AT THE END OF EACH WORK DAY.
- THE CONTRACTOR IS RESPONSIBLE FOR THE VERIFICATION OF AND PROVIDING ADEQUATE BEARING, CONNECTIONS, ANCHORS, AND/OR WALKING OF ALL STRUCTURAL COMPONENTS.
- ALL SURFACES ADJACENT TO THE BUILDING PERIMETER ARE TO SLOPE AND DRAIN AWAY FROM THE BUILDING.
- PROVIDE EROSION CONTROL MEASURES DURING CONSTRUCTION AS REQUIRED BY THE GOVERNING AUTHORITY.
- INSTALL SAFETY GLAZING AT ALL HAZARDOUS LOCATIONS AS DEFINED BY THE CURRENT EDITION OF THE INTERNATIONAL BUILDING CODE. BOTH SHEETS OF GLASS TO BE TEMPORARILY WHERE REQUIRED.
- HVAC, PLUMBING, AND ELECTRICAL SYSTEMS: THE HVAC, PLUMBING, & ELECTRICAL MODIFICATIONS SHALL CONFORM TO THE REQUIREMENTS OF THE CURRENTLY ADOPTED EDITION OF THE INTERNATIONAL BUILDING CODE, INTERNATIONAL FIRE CODE, INTERNATIONAL ELECTRICAL CODE, INTERNATIONAL MECHANICAL & PLUMBING CODE, N.E.C., N.F.B.U.A.S. AS REQUIRED BY AND IN CONFORMANCE WITH THE OTHER REQUIREMENTS OF THE LOCAL BUILDING AUTHORITY. IN CASE OF DISCREPANCY WITH THE CONTRACT DOCUMENTS, THE GOVERNING CODES SHALL PREVAIL.
- SHOP DRAWINGS / SUBMITTALS: IT SHALL BE THE BIDDER'S RESPONSIBILITY TO PROVIDE COMPLETE CALCULATIONS, RISER DIAGRAMS, DRAWINGS, DETAILS, EQUIPMENT / FIXTURE INFORMATION, AND OTHER INFORMATION AS REQUIRED AND REQUESTED BY THE GOVERNING BUILDING AUTHORITY AS NECESSARY TO OBTAIN APPROVAL. IT IS THE RESPONSIBILITY OF THE BIDDER TO CONFIRM SUCH REQUIREMENTS WITH THE GOVERNING BUILDING AUTHORITY.
- CONTRACTOR SHALL PROVIDE FOR ARCHITECT'S APPROVAL SAMPLES, SHOP DRAWING AND/OR CUT SHEETS OF ALL PAVERS, STONE, OR BRICK, INTERIOR TRIM / WOODWORK, DOORS & DOOR HARDWARE, CABINETS & CABINET HARDWARE, WINDOWS, COUNTER TOP MATERIALS, FLOORING & WALL FINISHES, ROOFING MATERIAL, PAINTS & STAINS, TOILET & BATH ACCESSORIES, APPLIANCES, PLUMBING FIXTURES & ALL ELECTRICAL FIXTURES, OUTLETS & SWITCHES, BEFORE ANY RELATED PORTION OF THE OF THE WORK MAY COMMENCE.
- ALL MATERIALS ARE TO BE INSTALLED ACCORDING TO THE MANUFACTURERS STANDARDS AND REQUIREMENTS.
- BEFORE ORDERING ANY MATERIALS OR DOING ANY WORK THE CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND SHALL BE RESPONSIBLE FOR THEIR CORRECTNESS ANY DIFFERENCES BETWEEN THE ACTUAL DIMENSIONS ON THE SITE AND THOSE INDICATED ON THE DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT FOR INSTRUCTIONS AND CONSIDERATIONS BEFORE PROCEEDING WITH THE WORK.
- ENGINEERING / DESIGN PROFESSIONAL: IT SHALL BE THE BIDDER'S RESPONSIBILITY TO PROVIDE ANY NECESSARY ENGINEERING AND/OR DESIGN PROFESSIONAL'S REVIEW, APPROVALS, AND STAMPED DOCUMENTS AS REQUIRED BY AND IN CONFORMANCE WITH THE GOVERNING AUTHORITY. IT IS THE RESPONSIBILITY OF THE BIDDER TO CONFIRM SUCH REQUIREMENTS WITH THE GOVERNING BUILDING AUTHORITY.
- CITY/COUNTY APPROVED PLANS SHALL BE KEPT IN A SECURE PLACE AND SHALL NOT BE USED BY WORKERS. THE CONTRACTOR SHALL BE RESPONSIBLE THAT ALL SUBCONTRACTORS CONSTRUCTION SETS REFLECT THE SAME INFORMATION. THE CONTRACTOR SHALL ALSO MAINTAIN, IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDUMS, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES. THESE ARE TO BE UNDER THE CARE OF THE JOB SUPERINTENDENT AND ARE TO BE GIVEN TO THE OWNER UPON COMPLETION OF THE JOB.
- FIRE SPRINKLER: IT IS THE SUB-CONTRACTOR'S RESPONSIBILITY TO PROVIDE DRAWINGS ANY NECESSARY ENGINEERING AND/OR DESIGN PROFESSIONAL'S REVIEWS, APPROVALS, AND STAMPED DOCUMENTS AS REQUIRED BY AND IN CONFORMANCE WITH THE GOVERNING AUTHORITY. IT IS THE RESPONSIBILITY OF THE BIDDER TO CONFIRM TO SUCH REQUIREMENTS WITH THE GOVERNING BUILDING AUTHORITY. VERIFY WITH GENERAL CONTRACTOR PRIOR TO INSTALLATION, SYSTEM TYPE AND LOCATION OF REQUIRED ELEMENTS. PROVIDE SHOP DRAWINGS FOR ARCHITECT'S REVIEW PRIOR TO INSTALLATION.

GENERAL CONSTRUCTION NOTES

- CONTRACTOR:
 - VERIFY ALL CABINETS / COUNTER / FLOORING MATERIALS / FINISHES / LAYOUTS WITH DESIGNER PRIOR TO FABRICATION / INSTALLATION. PROVIDE CABINET SHOP DRAWINGS FOR REVIEW.
 - LAYOUT ALL CONCRETE FOOTINGS AND WALL DIMENSIONS AND FIELD VERIFY DIMENSIONS PRIOR TO START OF CONSTRUCTION.
 - FIELD VERIFY ACCURACY AND STACK UP OF CONSTRUCTION DIMENSIONS WITH INTERFACES TO VENDOR / PRODUCTS BEFORE PROCEEDING TO SUBSEQUENT PHASES OF CONSTRUCTION.
- DIMENSIONS: ALL DIMENSIONS ARE TAKEN FROM THE FACE OF STUD WALLS AND / OR THE OUTSIDE FACE OF FOUNDATION WALL UNLESS OTHERWISE NOTED. ALL WINDOWS OR GROUPS OF WINDOWS ARE DIMENSIONED TO CENTER.
- STRUCTURAL NOTE: REFER TO STRUCTURAL SHEET S-1 AND CALCULATIONS FOR ALL STRUCTURAL MEMBER SIZES AND CONNECTION REQUIREMENTS. TYPICAL STRUCTURAL DESIGN AND MATERIAL SPECIFICATIONS OF ROOF OR FLOOR TRUSSES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE I.B.C. AND LOCAL BUILDING CODES WHICH WILL BE THE RESPONSIBILITY OF THE MANUFACTURER.
- AIR GAPS: ALL AIR GAPS BETWEEN FRAMING CONNECTIONS, WINDOWS AND DOORS EXPOSED TO THE EXTERIOR SHALL BE FILLED WITH AN EXPANDING POLY INSULATING FOAM SEALER.
- HANDRAILS: PROVIDE HANDRAILS ON ANY STAIRWAY - ALL HANDRAILS TO BE MOUNTED 36" ABOVE STAIR TREADS AND MUST COMPLY WITH GRASPABILITY REQUIREMENTS I.B.C. 1012.3.
- PLUMBING WASTE: ALL WASTE LINES TO CAST IRON.
- ALL EXPOSED INTERIOR & EXTERIOR SURFACES ARE TO BE FINISHED (PAINT, STAIN, POWDER COAT, SEALED, U.N.O.) IF SOMETHING IS NOT SPECIFICALLY CALLED OUT ASSUME MOST EXPENSIVE SOLUTION. VERIFY ALL FINISHES WITH ARCHITECT.
- ALL EXPOSED GLU LAMS, DECKING, BEAMS, JOISTS, FASCIAS, BELLY BANDS, TRIM, WINDOW CASINGS, ETC. TO BE RESAWN OR ROUGH SAWN MATERIAL. TYPICAL VERIFY ALL FINISHES WITH ARCHITECT.
- IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO CONFIRM THE EFFECT OF ANY CHANGES / SUBSTITUTIONS / MODIFICATIONS MADE TO THE CONSTRUCTION DOCUMENTS, ON ADJACENT / RELATED CONSTRUCTION, INCLUDING EQUIPMENT INSTALLATIONS REQUIRING MODIFICATIONS DUE TO MANUFACTURER'S MODEL AND/OR CONSTRUCTION MODIFICATIONS AND OTHER VARIATIONS FROM THE ITEMS SPECIFIED SHALL BE FURNISHED AND INSTALLED AT NO ADDITIONAL COST TO OWNER. VERIFY / CONFIRM ALL CHANGES WITH DESIGN PROFESSIONAL.
- CONTRACTOR TO COORDINATE AND VERIFY DIMENSIONS, ELEVATIONS AND DETAILS WITHIN ALL DRAWINGS. IF OMISSIONS OR DISCREPANCIES ARE NOTED, CONTRACTOR TO CONTACT DESIGNER AND / OR STRUCTURAL ENGINEER FOR CLARIFICATION BEFORE BID AND / OR CONSTRUCTION.

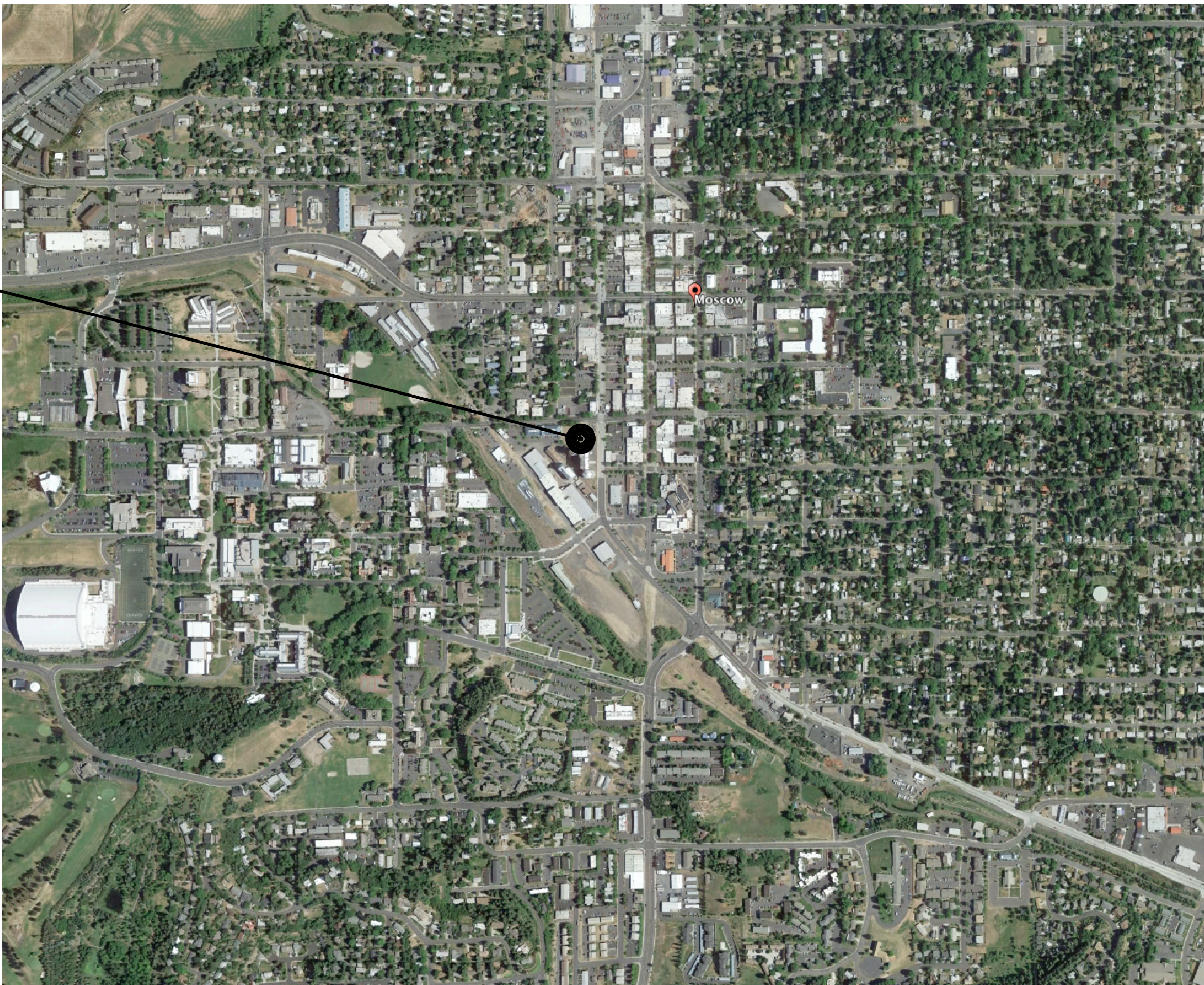
BUILDING INFORMATION

1. NAME OF PROJECT:	SANGRIA DEVELOPMENT
2. STREET ADDRESS:	SIXTH & JACKSON MOSCOW, IDAHO 83843 LATAH COUNTY
3. CONTACT PERSON:	CARLY LILLYGEORGE SKANDALOS
4. OCCUPANCY GROUP:	ASSEMBLY/RESIDENTIAL
5. BUILDING CONST. TYPE:	V-B
6. BUILDING AREA:	MAIN FLOOR: 6,750 S.F. SECOND FLOOR: 4,794 S.F. THIRD FLOOR: 2,620 S.F. TOTAL: 14,164 S.F.
RATIO:	839 S.F.
ROOF/OP PATIO:	1,766 S.F.
7. FIRE SPRINKLER:	A PRE-APPROVED FIRE SPRINKLER SYSTEM WILL BE INSTALLED.

GOVERNING CODES

- ALL CONSTRUCTION SHALL COMPLY WITH THE FOLLOWING CODES, AMENDMENTS AND ORDINANCES AS REQUIRED BY LATAH COUNTY AND THE STATE OF IDAHO AND ALL OTHER RECOGNIZED JURISDICTIONS HAVING AUTHORITY OVER THE PROJECT.
- GOVERNING CODES:
 - 2012 INTERNATIONAL BUILDING CODE (IBC)
 - 2012 INTERNATIONAL MECHANICAL CODE (IMC)
 - 2012 INTERNATIONAL ENERGY CODE (IEC)
 - 2012 INTERNATIONAL FUEL GAS CODE (IFGC)
 - 2012 INTERNATIONAL FIRE CODE (IFC)
 - 2012 INTERNATIONAL PLUMBING CODE
- ALL PRODUCTS LISTED BY ICC ES NUMBERS SHALL BE INSTALLED PER THE REPORT AND MANUFACTURER'S WRITTEN INSTRUCTIONS. ANY SUBSTITUTIONS SHALL HAVE ICC ES APPROVED REPORTS OR BE APPROVED BY OTHER NATIONALLY ACCEPTED/RECOGNIZED TESTING AGENCIES.

PROJECT SITE



VICINITY MAP
COURTESY OF GOOGLE MAPS



b.m.d studio
310 PRESTON AVE
BOISE, ID 83843
208.310.0289

OWNER
SANGRIA DEVELOPMENT, INC.
1000 S. 10TH AVE. SUITE 100
MOSCOW, IDAHO 83843
CONTACT: CARLY LILLYGEORGE

ARCHITECT OF RECORD
BOUREAU ARCHITECTURE
DESIGN STUDIO
901 PRACOTREE RD.
MOSCOW, IDAHO 83843
CONTACT: JIM BOUREAU

DESIGNER
JOHN PAUL
OTS DESIGN
816 EXES ROAD
MOSCOW, IDAHO 83843
CONTACT: JOHN PAUL

STRUCTURAL ENGINEER
TODD ENGINEERS
303 EAST 2ND AVENUE
SPOKANE, WA 99202
CONTACT: TONY STENLUND

ELECTRICAL ENGINEER
AEI ENGINEERING
1910 NORTHWEST BLVD.
COLEUR D'ALENE, IDAHO 83814
CONTACT: RAY WATKINS

MECHANICAL ENGINEER
COVENANT MECHANICAL
39711 HWY 95
LEWISTON, ID 83801
CONTACT: ROB SWINNEY

CIVIL ENGINEER
HOOPE & ASSOCIATES, INC.
PO BOX 8728
MOSCOW, ID 83843
CONTACT: SCOTT BECKER, PE

LANDSCAPE ARCHITECT
MT-LA LANDSCAPE ARCHITECTURE
1471 N. HEADWOOD LANE, SUITE 150
LIBERTY LAKE, WA 99019
CONTACT: MIKE TERRELL

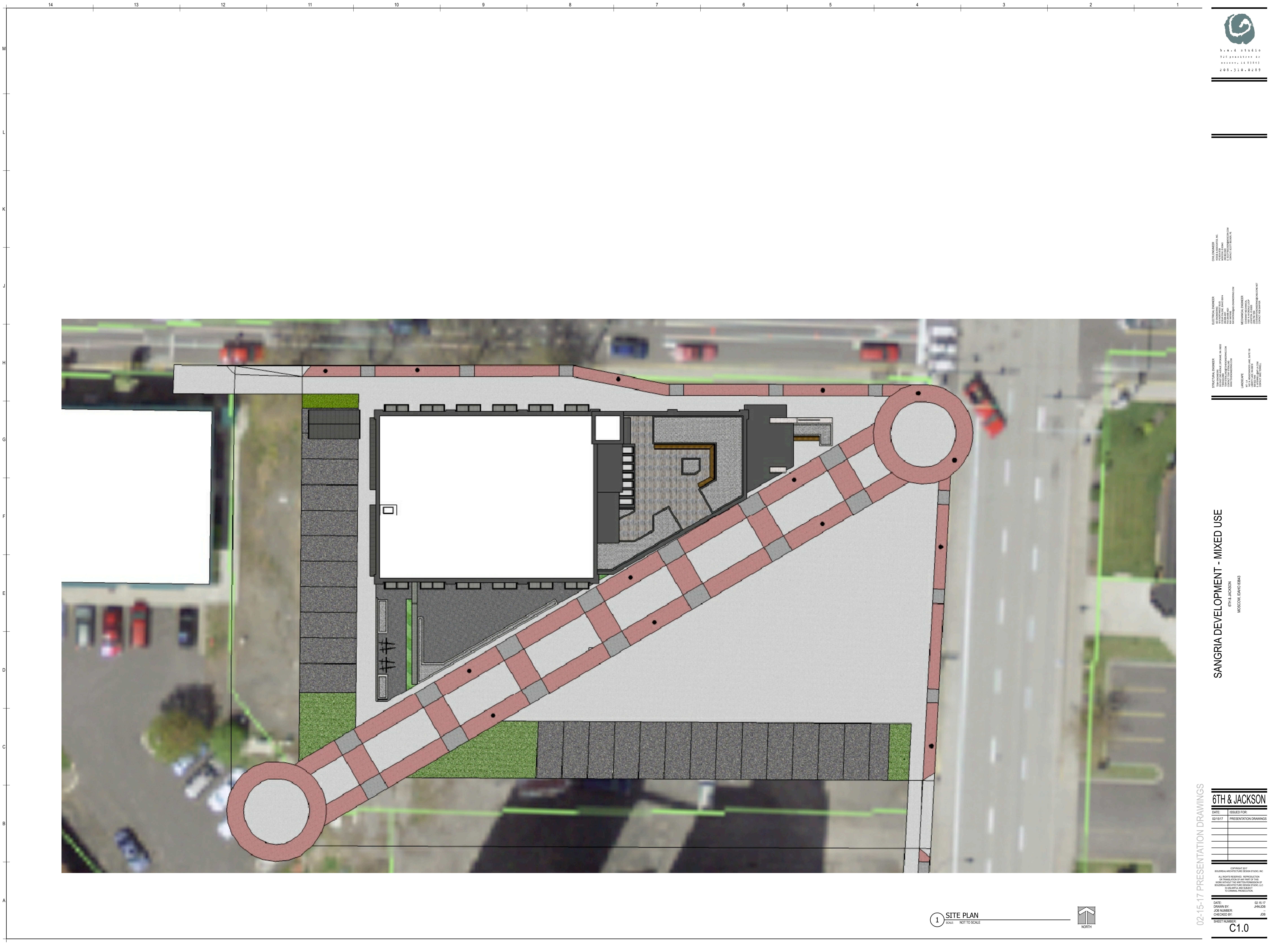
CONTRACTOR
SANGRIA DEVELOPMENT, INC.
1000 S. 10TH AVE. SUITE 100
MOSCOW, IDAHO 83843
CONTACT: CARLY LILLYGEORGE

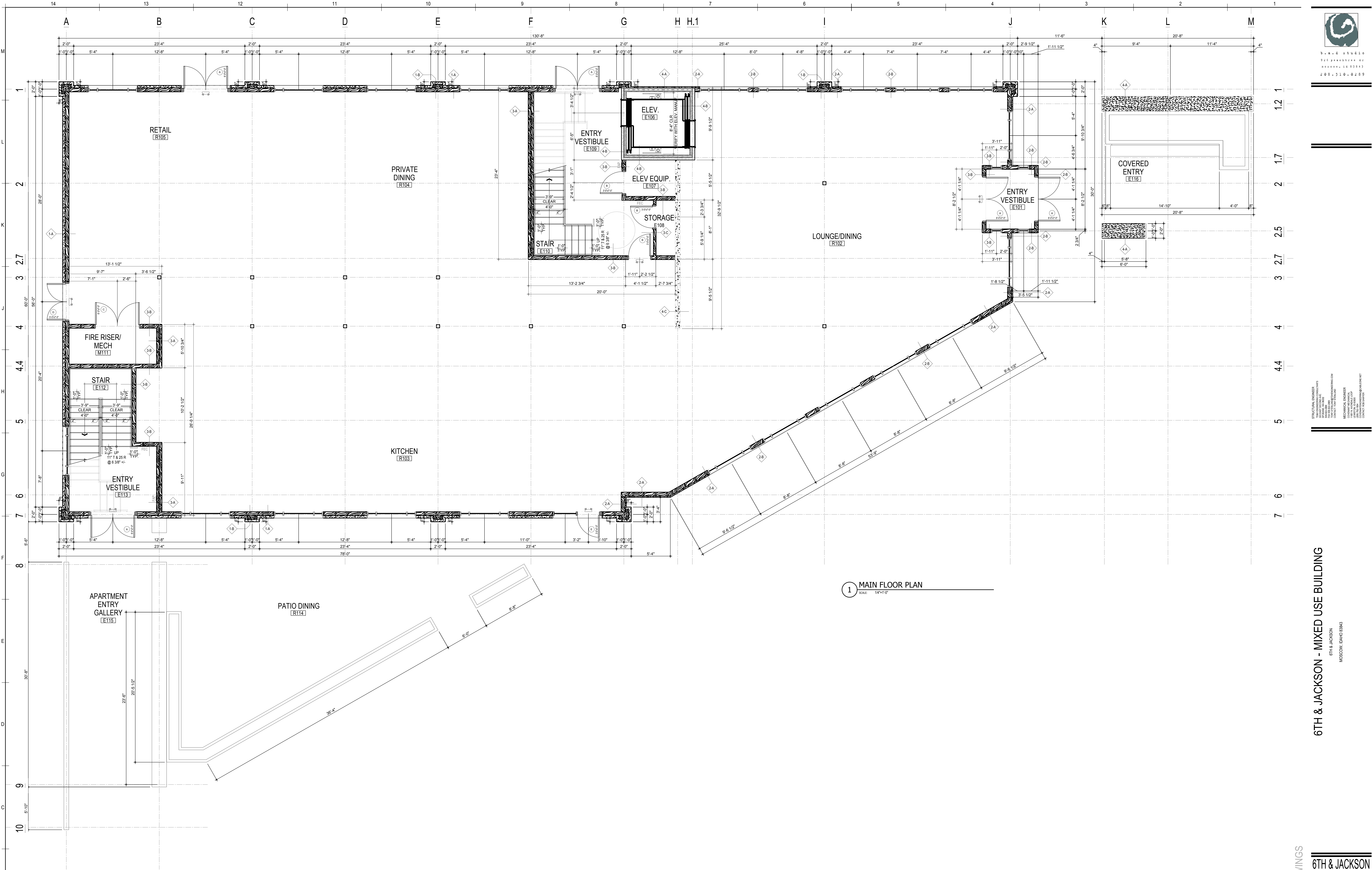
DATE: 02/15/17
ISSUED FOR: PRESENTATION DRAWINGS

DATE: 02/15/17
DRAWN BY: JHN/JOB
JOB NUMBER: 108
CHECKED BY: JHN

SHEET NUMBER: A0.0

02-15-17 PRESENTATION DRAWINGS





- GENERAL PLAN NOTES**
- COORDINATE ALL BUILT-IN SHELVES, CABINETS, COUNTERS AND APPLIANCE LOCATIONS ETC.
 - ALL DOORS TO BE SOLID CORE WOOD. SIZES AS INDICATED.
 - VERIFY ALL FINISHES.
 - ALL INTERIOR WALLS SHALL BE 4" STUDS @ 16" O.C., U.N.O. ALL EXTERIOR WALLS TO BE 6" STUDS @ 16" O.C. U.N.O.
 - PROVIDE SOUND BATTS / INSULATION ALL INTERIOR WALLS.
 - VERIFY ALL UTILITY AND BATH ACCESSORIES (I.E. PAPER TOWEL HOLDERS, WALL MOUNTED ACCESSORIES, TOWEL BARS, TOILET PAPER HOLDERS, MOP HANGERS, ETC.) PROVIDE BACKING FOR MOUNTING.
 - ALL DOORS OFFSET 6" FROM WALL ON HINGE SIDE UNLESS OTHERWISE NOTED, OR CENTERED IN WALL.
 - ALL DIMENSIONS TO EXTERIOR WALLS ARE FACE OF STUD. ALL DIMENSIONS TO INTERIOR WALLS ARE TO FACE OF STUD, UNLESS OTHERWISE NOTED.
 - TEMPERED GLAZING REQUIRED
 - ALL DOOR AND WINDOW HEADS TO ALIGN UNO. ADJUST AS REQUIRED. FIELD VERIFY.
 - 5/8" GWB WITH ALL SQUARE GWB CORNERS (METAL CORNER BEAD).
 - ALL DRYWALL SURFACES TO BE LEVEL 4 FINISH. TYPICAL. SUBMIT SAMPLES TO OWNER FOR REVIEW AND APPROVAL.

- KEYED NOTES** NOTE: NOT ALL NOTES APPLY TO THIS SHEET.
- SEMI RECESSED FIRE EXTINGUISHER CABINET W/ TYPE 2A-10BC FIRE EXTINGUISHERS. MAX TRAVEL DISTANCE 75'
 - ADA COMPLIANT RESTROOM STORAGE W/ CONTRASTING LETTERS AT 40" A.F.F. TO BASELINE OF CHARACTERS, MOUNTED ON LATCH SIDE OF DOOR - CONTRACTOR PROVIDED - BY OWNER
 - ADA COMPLIANT EXIT SIGNAGE W/ CONTRASTING LETTERS AT 40" A.F.F. TO BASELINE OF CHARACTERS, MOUNTED ON LATCH SIDE OF DOOR - BY OWNER
 - ADA COMPLIANT DRINKING FOUNTAIN.
 - SEE MECHANICAL DRAWINGS FOR EXHAUST FANS. EXHAUST FANS TO BE WALL MOUNTED AND ACCESSIBLE.
 - MOVEABLE WALL SYSTEM - SEE SHEET A7.1 FOR SPEC.
 - METRO WIRE RACK SHELVING SYSTEM - BY OWNER.
 - 6" HIGH FRAMED WALL W/ GLASS PANEL ABOVE - WALL TYPE C.

- WALL TYPE GENERAL NOTES:**
- ALL INTERIOR WALLS TO RUN FULL HEIGHT, TO BOTTOM OF ROOF OR FLOOR DECK WITH SOUND BATTS AND 5/8" GWB BOTH SIDES FULL HEIGHT). MINIMIZE SIZE OF HOLES FOR PENETRATIONS. COORDINATE WITH FIRE SPRINKLER.
 - SEE A9 SHEETS AND ROOM FINISH SCHEDULE FOR WALL TILE LOCATIONS. PROVIDE CEMENTITIOUS BACKER BOARD AS THE SUBSTRATE AT TILE LOCATIONS.
 - USE MOISTURE RESISTANT GWB BEHIND ALL FRP (FIBERGLASS REINFORCED PANELS).
 - ALL EXPOSED INTERIOR & EXTERIOR SURFACES ARE TO BE FINISHED (PAINT, STAIN, POWDER COAT, SEALED, U.N.O.)
 - VERIFY ANY ADDITIONAL WALL THICKNESS / MATERIALS WITH STRUCTURAL DRAWINGS. COORDINATE ANY EFFECTED BUILDING ELEMENTS (IE. DOOR JAMB THICKNESS).



b . t h . & j a c k s o n
310 PENNSYLVANIA AVE
BOZEMAN, IDAHO 83843
208.310.0289

PROJECT LOCATION: BOZEMAN, IDAHO
TRANSMISSIONS CONSULTANTS
ARCHITECTS
310 PENNSYLVANIA AVE
BOZEMAN, IDAHO 83843
208.310.0289
WWW.BTHANDJACKSON.COM

ARCHITECT: BTH & JACKSON
PROJECT MANAGER: J. JACKSON
DESIGNER: J. JACKSON
CHECKER: J. JACKSON
DATE: 02.15.17
DRAWN BY: J. JACKSON
CHECKED BY: J. JACKSON
SHEET NUMBER: 02.15.17

6TH & JACKSON - MIXED USE BUILDING
BTH & JACKSON
MOSSOM, IDAHO 83843

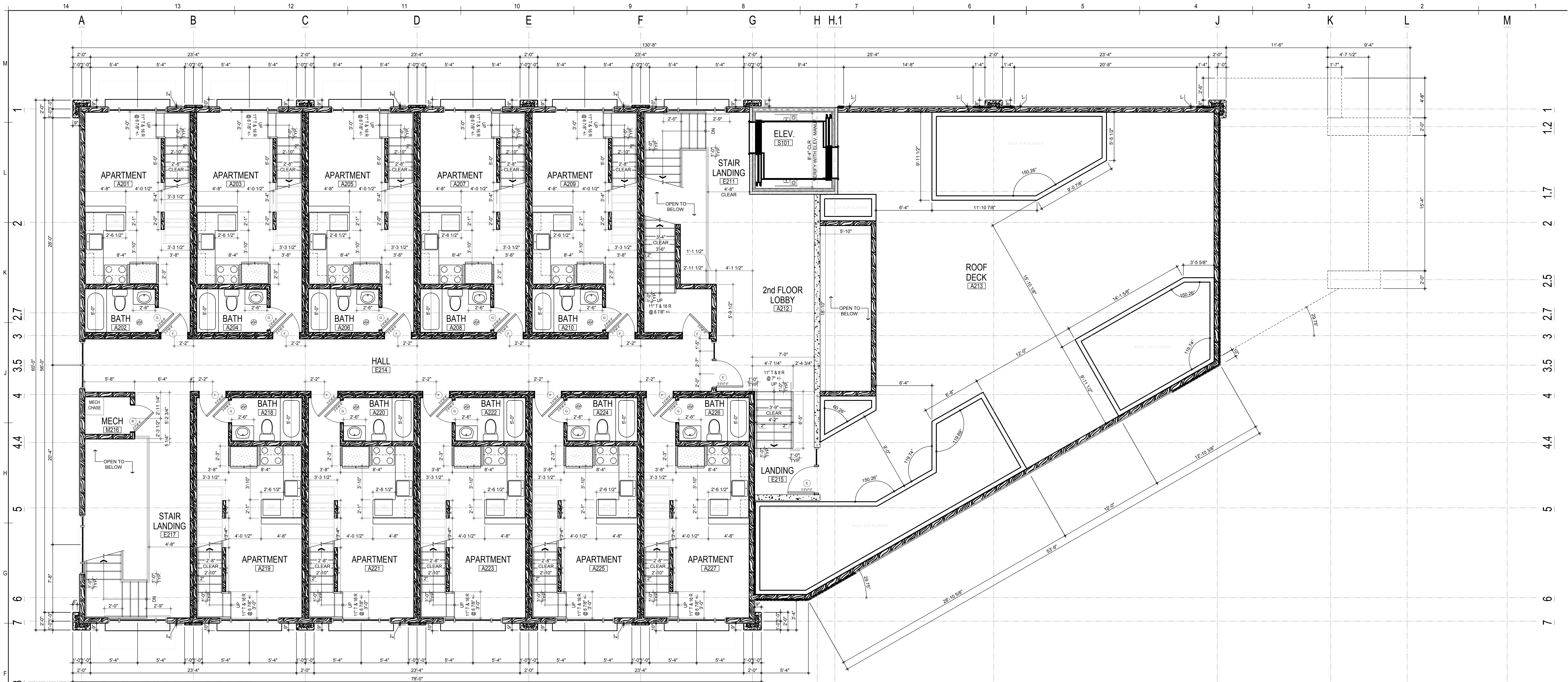
02-15-17 PRESENTATION DRAWINGS

6TH & JACKSON
DATE: 02/15/17
ISSUED FOR: PRESENTATION DRAWINGS

NO.	DESCRIPTION	DATE
1	02-15-17 PRESENTATION DRAWINGS	02/15/17

DATE: 02.15.17
DRAWN BY: J. JACKSON
JOB NUMBER: 02-15-17
CHECKED BY: J. JACKSON
SHEET NUMBER: 02.15.17

A2.1



1 SECOND FLOOR PLAN
SCALE: 1/4"=1'-0"

GENERAL PLAN NOTES

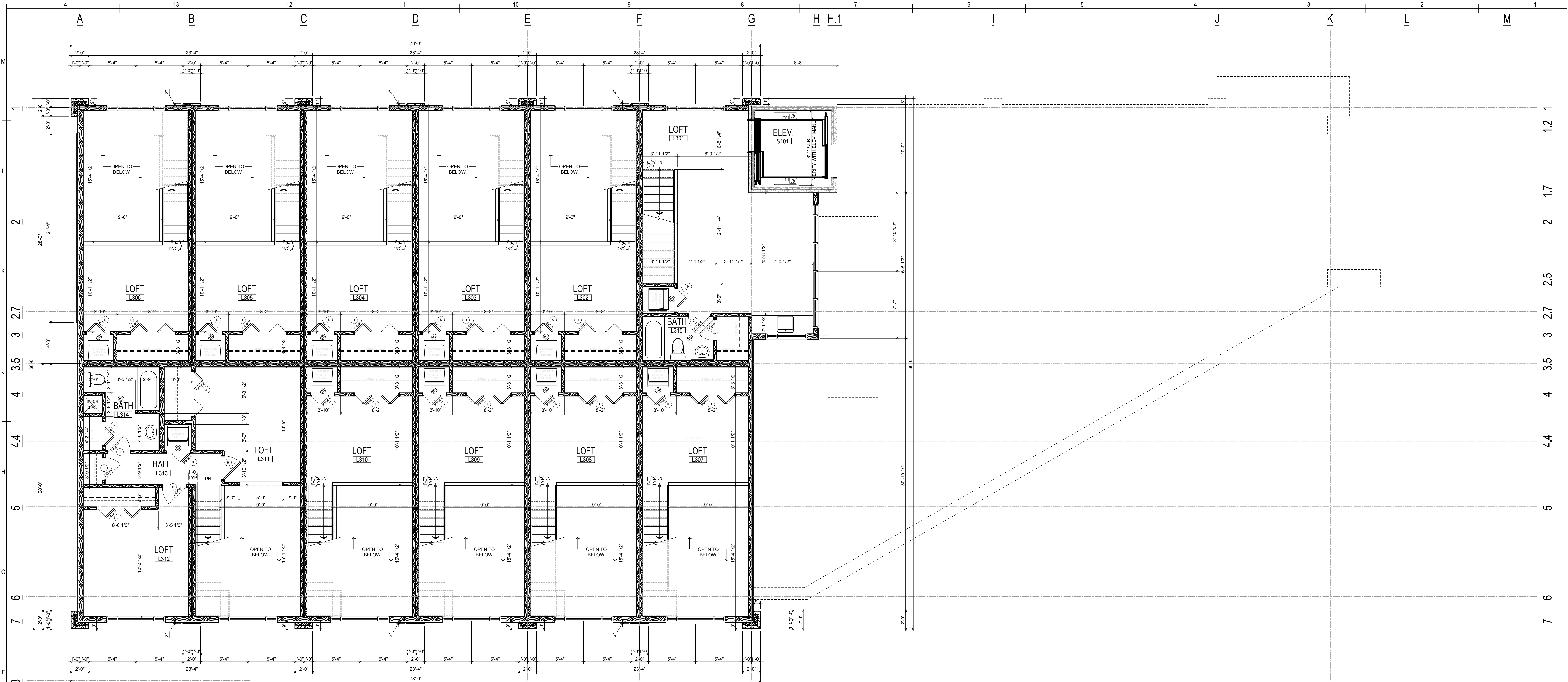
- COORDINATE ALL BUILT-IN SHELVES, CABINETS, COUNTERS AND APPLIANCE LOCATIONS ETC.
- ALL DOORS TO BE SOLID CORE WOOD. SIZES AS INDICATED.
- VERIFY ALL FINISHES.
- ALL INTERIOR WALLS SHALL BE 4" STUDS @ 16" O.C., U.N.O. ALL EXTERIOR WALLS TO BE 6" STUDS @ 16" O.C. U.N.O.
- PROVIDE SOUND BATTS / INSULATION ALL INTERIOR WALLS.
- VERIFY ALL UTILITY AND BATH ACCESSORIES (I.E. PAPER TOWEL HOLDERS, WALL MOUNTED ACCESSORIES, TOWEL BARS, TOILET PAPER HOLDERS, MOP HANGERS, ETC.) PROVIDE BACKING FOR MOUNTING.
- ALL DOORS OFFSET 6" FROM WALL ON HINGE SIDE UNLESS OTHERWISE NOTED, OR CENTERED IN WALL.
- ALL DIMENSIONS TO EXTERIOR WALLS ARE FACE OF STUD. ALL DIMENSIONS TO INTERIOR WALLS ARE TO FACE OF STUD, UNLESS OTHERWISE NOTED.
- TEMPERED GLAZING REQUIRED
- ALL DOOR AND WINDOW HEADS TO ALIGN UNO. ADJUST AS REQUIRED. FIELD VERIFY.
- 5/8" GWB WITH ALL SQUARE GWB CORNERS (METAL CORNER BEAD).
- ALL DRYWALL SURFACES TO BE LEVEL 4 FINISH. TYPICAL. SUBMIT SAMPLES TO OWNER FOR REVIEW AND APPROVAL.

KEYED NOTES NOTE: NOT ALL NOTES APPLY TO THIS SHEET.

- SEMI RECESSED FIRE EXTINGUISHER CABINET W/ TYPE 2A-10BC FIRE EXTINGUISHERS. MAX TRAVEL DISTANCE 75'
- ADA COMPLIANT RESTROOM STORAGE W/ CONTRASTING LETTERS. AT 40" A.F.F. TO BASELINE OF CHARACTERS, MOUNTED ON LATCH SIDE OF DOOR - CONTRACTOR PROVIDED - BY OWNER
- ADA COMPLIANT EXIT SIGNAGE W/ CONTRASTING LETTERS. AT 40" A.F.F. TO BASELINE OF CHARACTERS. MOUNTED ON LATCH SIDE OF DOOR - BY OWNER
- ADA COMPLIANT DRINKING FOUNTAIN
- SEE MECHANICAL DRAWINGS FOR EXHAUST FANS. EXHAUST FANS TO BE WALL MOUNTED AND ACCESSIBLE.
- MOVEABLE WALL SYSTEM - SEE SHEET A7.1 FOR SPEC.
- METRO WIRE RACK SHELVING SYSTEM - BY OWNER.
- 6" HIGH FRAMED WALL W/ GLASS PANEL ABOVE - WALL TYPE C.

WALL TYPE GENERAL NOTES:

- ALL INTERIOR WALLS TO RUN FULL HEIGHT, TO BOTTOM OF ROOF OR FLOOR DECK WITH SOUND BATTS AND 5/8" GWB BOTH SIDES FULL HEIGHT. MINIMIZE SIZE OF HOLES FOR PENETRATIONS. COORDINATE WITH FIRE SPRINKLER.
- SEE A9 SHEETS AND ROOM FINISH SCHEDULE FOR WALL TILE LOCATIONS. PROVIDE CEMENTITIOUS BACKER BOARD AS THE SUBSTRATE AT TILE LOCATIONS.
- USE MOISTURE RESISTANT GWB BEHIND ALL FRP (FIBERGLASS REINFORCED PANELS).
- ALL EXPOSED INTERIOR & EXTERIOR SURFACES ARE TO BE FINISHED (PAINT, STAIN, POWDER COAT, SEALED, U.N.O.)
- VERIFY ANY ADDITIONAL WALL THICKNESS / MATERIALS WITH STRUCTURAL DRAWINGS. COORDINATE ANY EFFECTED BUILDING ELEMENTS (IE. DOOR JAMB THICKNESS).



1 THIRD FLOOR LOFT PLAN
SCALE: 1/4"=1'-0"

GENERAL PLAN NOTES

- COORDINATE ALL BUILT-IN SHELVES, CABINETS, COUNTERS AND APPLIANCE LOCATIONS ETC.
- ALL DOORS TO BE SOLID CORE WOOD. SIZES AS INDICATED.
- VERIFY ALL FINISHES.
- ALL INTERIOR WALLS SHALL BE 4" STUDS @ 16" O.C., U.N.O. ALL EXTERIOR WALLS TO BE 6" STUDS @ 16" O.C., U.N.O.
- PROVIDE SOUND BATTS / INSULATION ALL INTERIOR WALLS.
- VERIFY ALL UTILITY AND BATH ACCESSORIES (I.E. PAPER TOWEL HOLDERS, WALL MOUNTED ACCESSORIES, TOWEL BARS, TOILET PAPER HOLDERS, MOP HANDERS, ETC.) PROVIDE BACKING FOR MOUNTING.
- ALL DOORS OFFSET 6" FROM WALL ON HINGE SIDE UNLESS OTHERWISE NOTED, OR CENTERED IN WALL.
- ALL DIMENSIONS TO EXTERIOR WALLS ARE FACE OF STUD. ALL DIMENSIONS TO INTERIOR WALLS ARE TO FACE OF STUD, UNLESS OTHERWISE NOTED.
- TEMPERED GLAZING REQUIRED
- ALL DOOR AND WINDOW HEADS TO ALIGN UNO. ADJUST AS REQUIRED. FIELD VERIFY.
- 5/8" GWB WITH ALL SQUARE GWB CORNERS (METAL CORNER BEAD).
- ALL DRYWALL SURFACES TO BE LEVEL 4 FINISH. TYPICAL. SUBMIT SAMPLES TO OWNER FOR REVIEW AND APPROVAL.

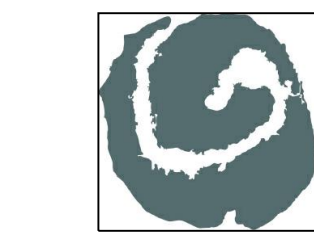
KEYED NOTES

NOTE: NOT ALL NOTES APPLY TO THIS SHEET.

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- ADA COMPLIANT RESTROOM STORAGE W/ CONTRASTING LETTERS AT 40" A.F.F. TO BASELINE OF CHARACTERS, MOUNTED ON LATCH SIDE OF DOOR - CONTRACTOR PROVIDED - BY OWNER
- ADA COMPLIANT EXIT SIGNAGE W/ CONTRASTING LETTERS AT 40" A.F.F. TO BASELINE OF CHARACTERS, MOUNTED ON LATCH SIDE OF DOOR - BY OWNER
- ADA COMPLIANT DRINKING FOUNTAIN
- SEE MECHANICAL DRAWINGS FOR EXHAUST FANS. EXHAUST FANS TO BE WALL MOUNTED AND ACCESSIBLE.
- MOVEABLE WALL SYSTEM - SEE SHEET A7.1 FOR SPEC.
- METRO WIRE RACK SHELVING SYSTEM - BY OWNER.
- 6" HIGH FRAMED WALL W/ GLASS PANEL ABOVE - WALL TYPE C.

WALL TYPE GENERAL NOTES:

- ALL INTERIOR WALLS TO RUN FULL HEIGHT, TO BOTTOM OF ROOF OR FLOOR DECK WITH SOUND BATTS AND 5/8" GWB BOTH SIDES FULL HEIGHT). MINIMIZE SIZE OF HOLES FOR PENETRATIONS. COORDINATE WITH FIRE SPRINKLER.
- SEE AD SHEETS AND ROOM FINISH SCHEDULE FOR WALL TILE LOCATIONS. PROVIDE CEMENTITIOUS BACKER BOARD AS THE SUBSTRATE AT TILE LOCATIONS.
- USE MOISTURE RESISTANT GWB BEHIND ALL FRP (FIBERGLASS REINFORCED PANELS).
- ALL EXPOSED INTERIOR & EXTERIOR SURFACES ARE TO BE FINISHED (PAINT, STAIN, POWDER COAT, SEALED, U.N.O.)
- VERIFY ANY ADDITIONAL WALL THICKNESS / MATERIALS WITH STRUCTURAL DRAWINGS. COORDINATE ANY EFFECTED BUILDING ELEMENTS (IE. DOOR JAMB THICKNESS).



b.m.d studio
101 PRAIRIE AVENUE, SUITE 200
MOSCOW, ID 83843
208.310.0289

PROJECT: 6TH & JACKSON
DESIGNER: b.m.d studio
DATE: 02/15/17
JOB NUMBER: 6TH & JACKSON
MOSCOW, ID 83843
208.310.0289

6TH & JACKSON - MIXED USE BUILDING

6TH & JACKSON
MOSCOW, ID 83843

02-15-17 PRESENTATION DRAWINGS

6TH & JACKSON

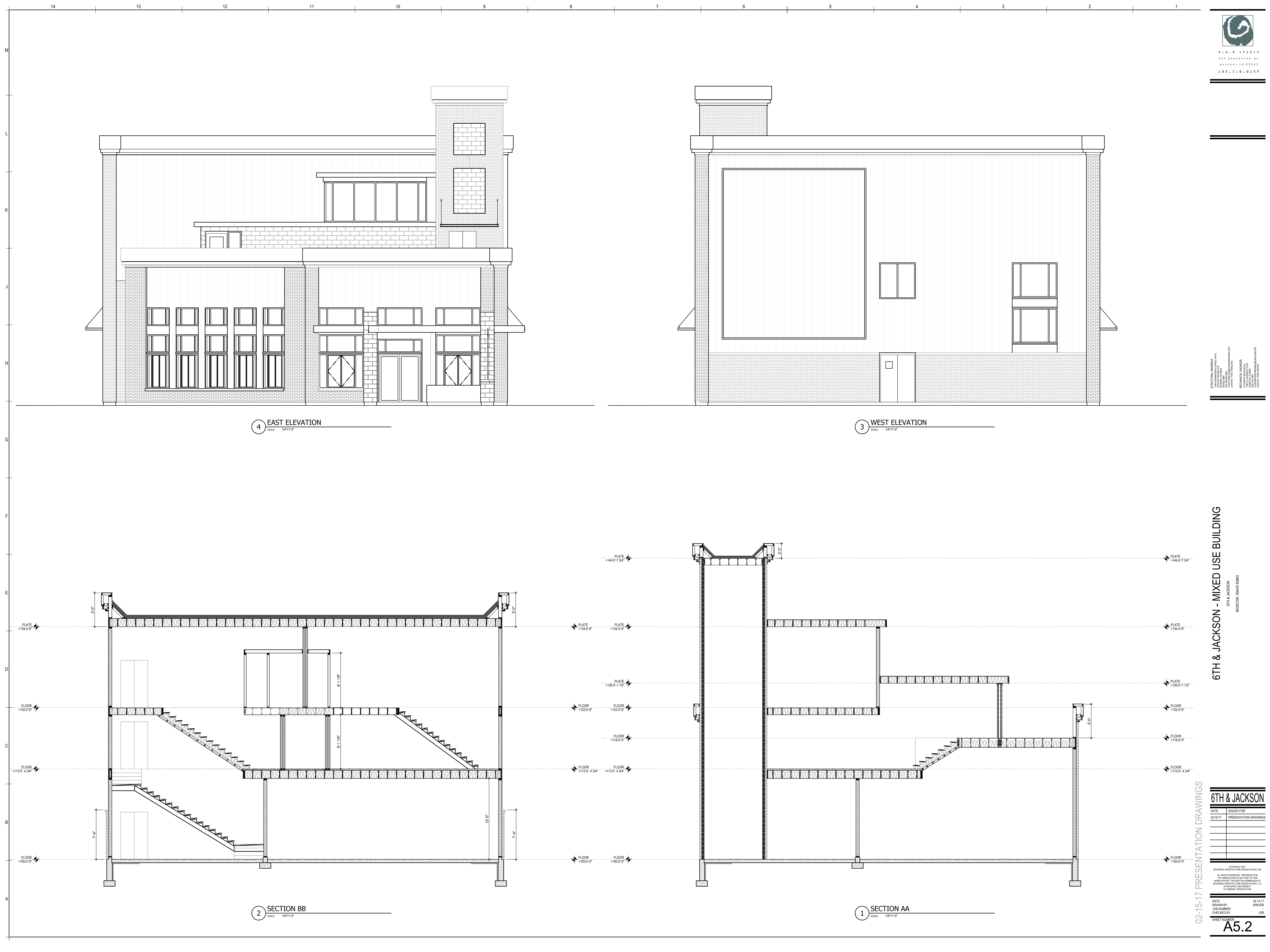
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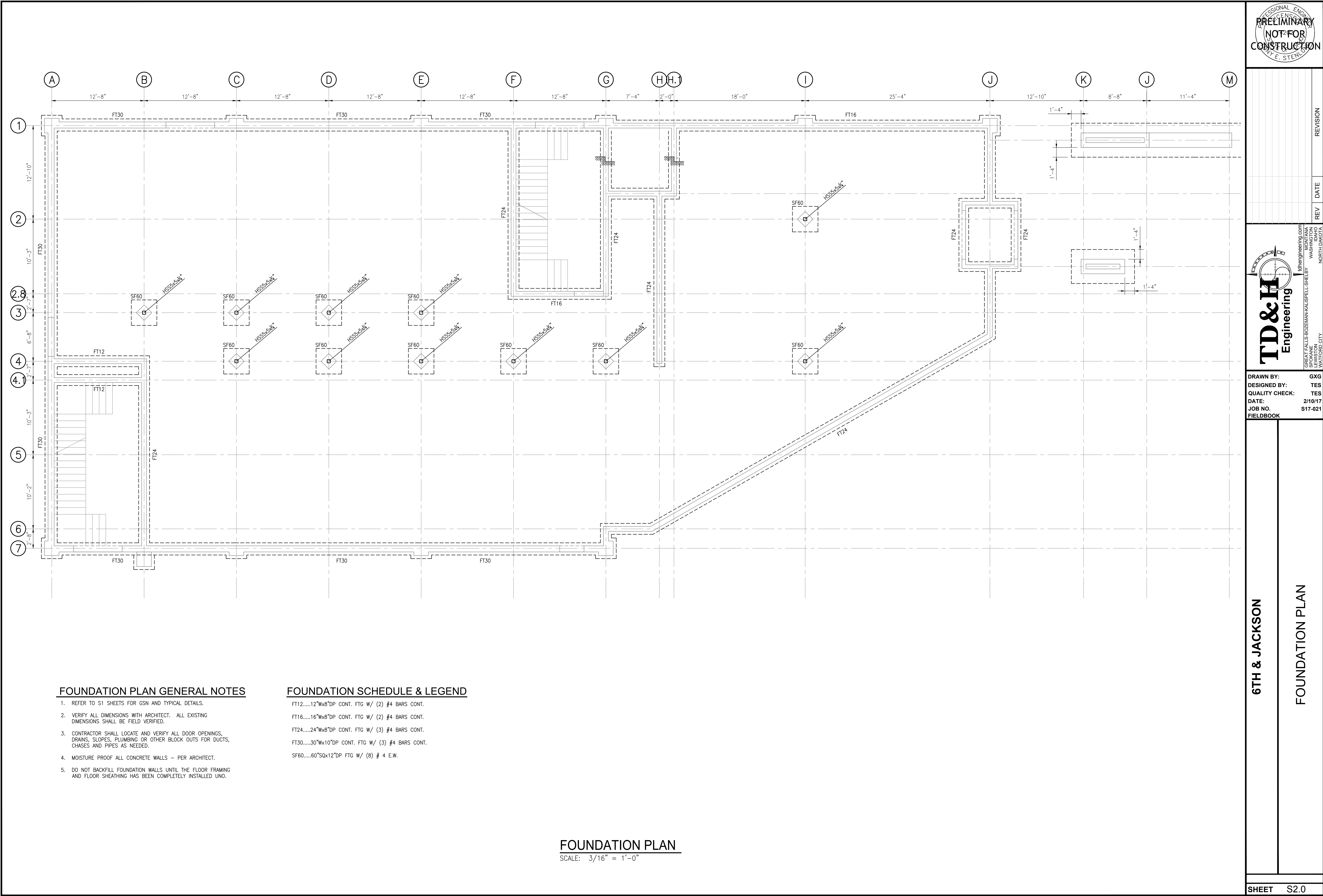
COMPILED BY: b.m.d studio
DRAWN BY: JH/JOB
CHECKED BY: JH/JOB

DATE: 02/15/17
JOB NUMBER: 6TH & JACKSON
SHEET NUMBER: 01

A2.3







FOUNDATION PLAN GENERAL NOTES

- 1. REFER TO S1 SHEETS FOR GSN AND TYPICAL DETAILS.
- 2. VERIFY ALL DIMENSIONS WITH ARCHITECT. ALL EXISTING DIMENSIONS SHALL BE FIELD VERIFIED.
- 3. CONTRACTOR SHALL LOCATE AND VERIFY ALL DOOR OPENINGS, DRAINS, SLOPES, PLUMBING OR OTHER BLOCK OUTS FOR DUCTS, CHASES AND PIPES AS NEEDED.
- 4. MOISTURE PROOF ALL CONCRETE WALLS - PER ARCHITECT.
- 5. DO NOT BACKFILL FOUNDATION WALLS UNTIL THE FLOOR FRAMING AND FLOOR SHEATHING HAS BEEN COMPLETELY INSTALLED UNO.

FOUNDATION SCHEDULE & LEGEND

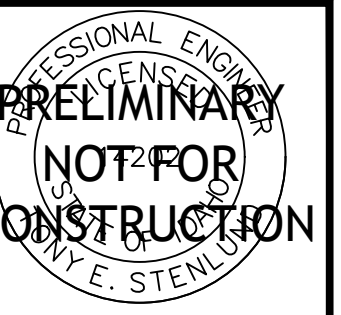
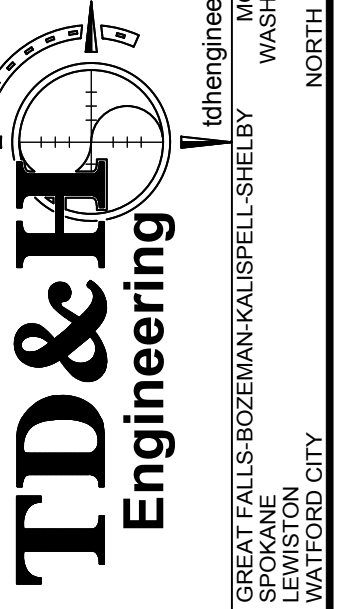
- FT12.....12"Wx8"DP CONT. FTG W/ (2) #4 BARS CONT.
- FT16.....16"Wx8"DP CONT. FTG W/ (2) #4 BARS CONT.
- FT24.....24"Wx8"DP CONT. FTG W/ (3) #4 BARS CONT.
- FT30.....30"Wx10"DP CONT. FTG W/ (3) #4 BARS CONT.
- SF60.....60"SQx12"DP FTG W/ (8) # 4 E.W.

FOUNDATION PLAN

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

6TH & JACKSON

FOUNDATION PLAN

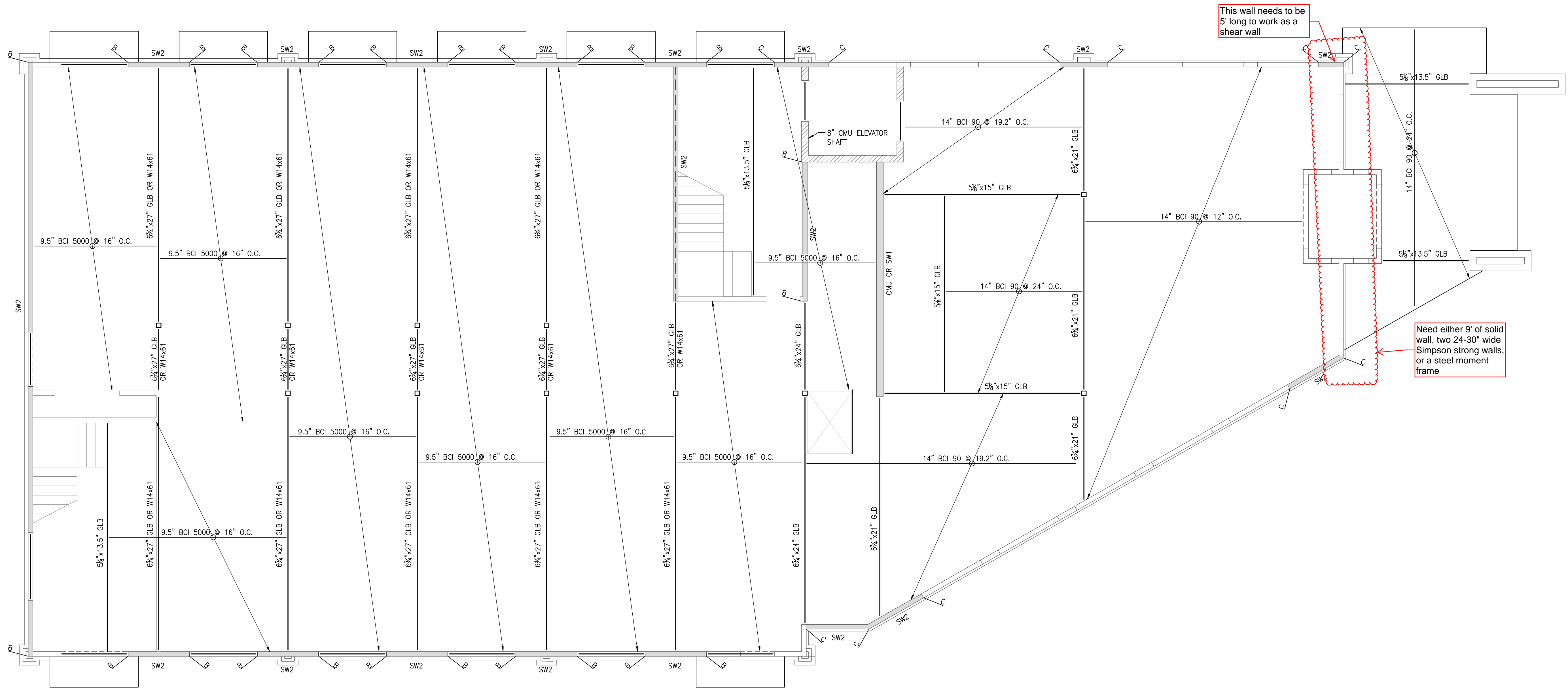
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AWN BY:	GXG
SIGNED BY:	TES
QUALITY CHECK:	TES
DATE:	2/10/17
3 NO.	S17-021
ALDBOOK	

GILL & JACKSON

2ND FLOOR FRAMING & LOWER ROOF FRAMING PLAN

SHEET S3.0



FRAMING PLAN GENERAL NOTES

1. REFER TO S1 SHEETS FOR GSN AND TYPICAL DETAILS.
2. VERIFY ALL DIMENSIONS WITH ARCHITECT. ALL EXISTING DIMENSIONS SHALL BE FIELD VERIFIED.
3. CONTRACTOR IS RESPONSIBLE FOR ALL TEMPORARY SHORING.
4. ALL HOLES CUT IN JOISTS, BEAMS, AND ANY OTHER STRUCTURAL MEMBERS SHALL BE APPROVED BY THE ENGINEER PRIOR TO CUTTING.
5. PROVIDE FULL HEIGHT SLOD BLOCKING AT ALL BEARING LOCATIONS AND UNDER ALL SHEAR WALLS. AT SHEAR WALLS PARALLEL TO FRAMING, ALIGN ONE JOIST OVER SHEAR WALL.
6. PROVIDE DOUBLE JOISTS AT ALL OPENINGS GREATER THAN 24" ON ANY SIDE.
7. ALL HEADERS NOT SPECIFIED SHALL BE (2) 2x10 DF#2 AT MINIMUM.
8. ALL NON-BEARING INTERIOR WALLS TO BE INSTALLED WITH A 1/2" GAP BETWEEN THE ROOF OR FLOOR SYSTEM AND TOP OF PLATE WITH SIMPSON DTC CLIPS AT INTERVALS NOT TO EXCEED 48" ON CENTER UNO.
9. DO NOT BACKFILL FOUNDATION WALLS UNTIL THE FLOOR FRAMING AND FLOOR SHEATHING HAS BEEN COMPLETELY INSTALLED UNO.

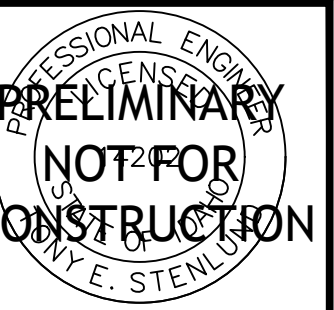
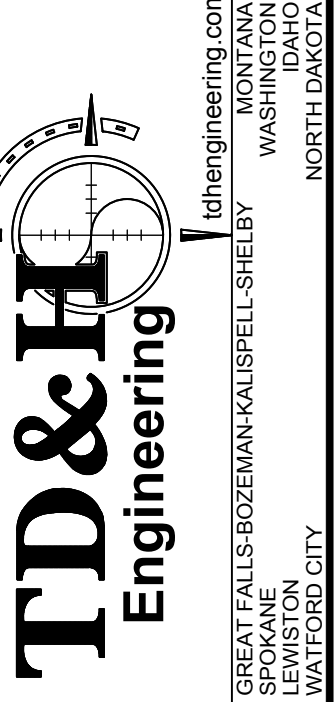
SHEAR WALL SCHEDULE & LEGEND

1. ALL SHADED WALLS SHALL BE DESIGNATED SHEAR WALLS AND SHALL BE SUBJECT TO THE FOLLOWING NOTES AND METHODS. ALL WALLS SHADED SHALL BE SW1 UNO.
 2. SHEAR WALL FIELD NAILING SHALL BE 12" O.C. AND STUD SPACING SHALL NOT EXCEED 16" O.C. UNO.
 3. NAILS SHALL BE MIN 8D OR 10D COMMON, AND 20D BOX.
 4. GYP BOARD WALL FASTENERS SHALL BE 6D COOLER OR WALLBOARD .120" NAIL, MIN $\frac{3}{8}$ " HEAD, 1 $\frac{1}{4}$ " LONG 16 GAGE STAPLE, 1 $\frac{1}{2}$ " LEGS, 1 $\frac{3}{8}$ " LONG (2015 IBC 2306.4.5)
 5. HOLD DOWNS SHALL BE SIMPSON STRONG TIE OR USP EQUIVALENT AND ATTACHED TO A MINIMUM OF (3) 3X POSTS UNO.
 6. USE RJ TYPE FOUNDATION STRAPS WITH ALL LOCATIONS WITH RIM JOISTS.
- SW1..... $\frac{3}{4}$ " OSB WITH 8d @ 6" ON EDGE, UNBLOCKED, 10d @ 6" SOLE PLATE, $\frac{1}{2}$ " ANCHOR BOLTS @ 72" O.C.
- SW2..... $\frac{3}{4}$ " OSB WITH 8d @ 4" ON EDGE, BLOCKED, 10d @ 6" SOLE PLATE, $\frac{1}{2}$ " ANCHOR BOLTS @ 48" O.C.
- B..... SIMPSON HDU5 OR STD1D0 INSTALL PER MANUFACTURER'S INSTRUCTIONS.
- C..... SIMPSON HDU8 OR STD1D4 INSTALL PER MANUFACTURER'S INSTRUCTIONS.
- F.....SIMPSON M548R FLOOR TO FLOOR STRAP. INSTALL PER MANUFACTURER'S INSTRUCTIONS.

— — — BEARING WALL

2ND FLOOR FRAMING & LOWER ROOF FRAMING PLAN

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

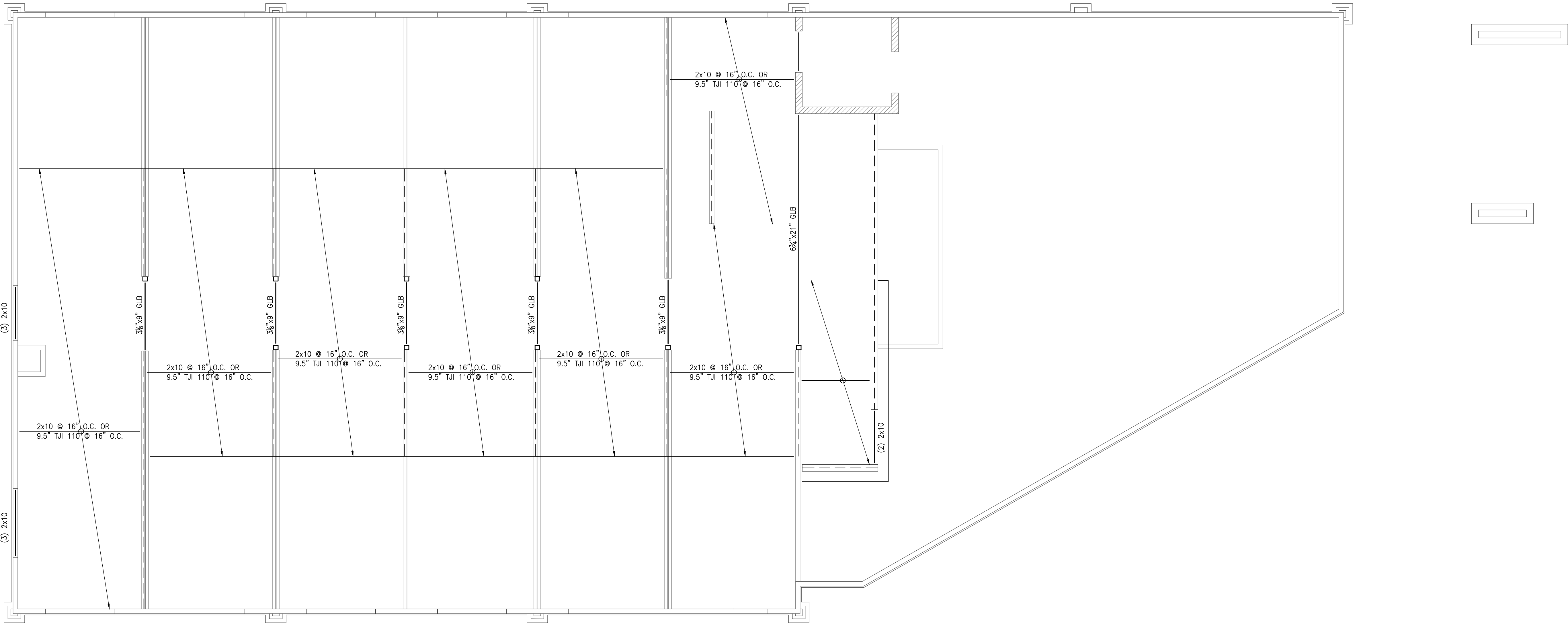
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AWN BY:	GXG
SIGNED BY:	TES
ALITY CHECK:	TES
TE:	2/10/17
B NO.	S17-021
LDBOOK	

WILL & JACKSON

LOFT FRAMING PLAN

SHEET S3.1



FRAMING PLAN GENERAL NOTES

1. REFER TO S1 SHEETS FOR GSN AND TYPICAL DETAILS.
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4. ALL HOLES CUT IN JOISTS, BEAMS, AND ANY OTHER STRUCTURAL MEMBERS SHALL BE APPROVED BY THE ENGINEER PRIOR TO CUTTING.
5. PROVIDE FULL HEIGHT SOLID BLOCKING AT ALL BEARING LOCATIONS AND UNDER ALL SHEAR WALLS. AT SHEAR WALLS PARALLEL TO FRAMING, ALIGN ONE JOIST OVER SHEAR WALL.
6. PROVIDE DOUBLE JOISTS AT ALL OPENINGS GREATER THAN 24" ON ANY SIDE.
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9. DO NOT BACKFILL FOUNDATION WALLS UNTIL THE FLOOR FRAMING AND FLOOR SHEATHING HAS BEEN COMPLETELY INSTALLED UNO.

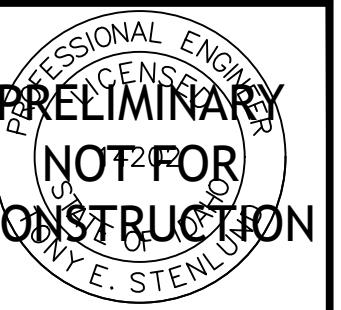
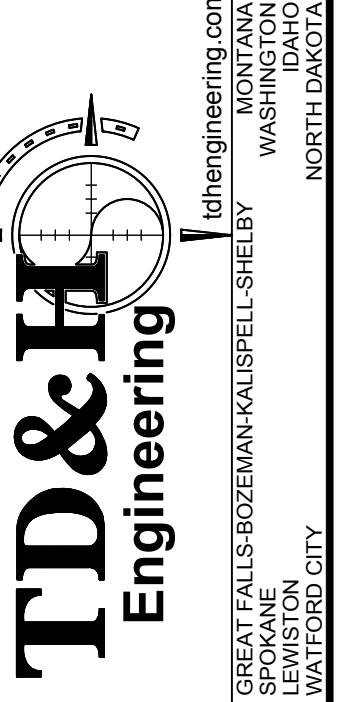
SHEAR WALL SCHEDULE & LEGEND

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 4. GYP BOARD WALL FASTENERS SHALL BE 6D COOLER OR WALLBOARD, .120" NAIL, MIN 3/8" HEAD, 1 3/4" LONG 16 GAGE STAPLE, 1 1/2" LEGS, 1 3/8" LONG (2015 IBC 2306.4.5)
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- SW1..... 3/4" OSB WITH 8d @ 6" ON EDGE, UNBLOCKED, 10d @ 6" SOLE PLATE, 1/2" ANCHOR BOLTS @ 72" O.C.
- SW2..... 3/4" OSB WITH 8d @ 4" ON EDGE, BLOCKED, 10d @ 6" SOLE PLATE, 1/2" ANCHOR BOLTS @ 48" O.C.
- B..... SIMPSON HDU5 OR STD10 INSTALL PER MANUFACTURER'S INSTRUCTIONS.
- C..... SIMPSON HDU8 OR STD14 INSTALL PER MANUFACTURER'S INSTRUCTIONS.
- F.....SIMPSON M5T48 FLOOR TO FLOOR STRAP. INSTALL PER MANUFACTURER'S INSTRUCTIONS.

— — — BEARING WALL

LOFT FRAMING PLAN

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

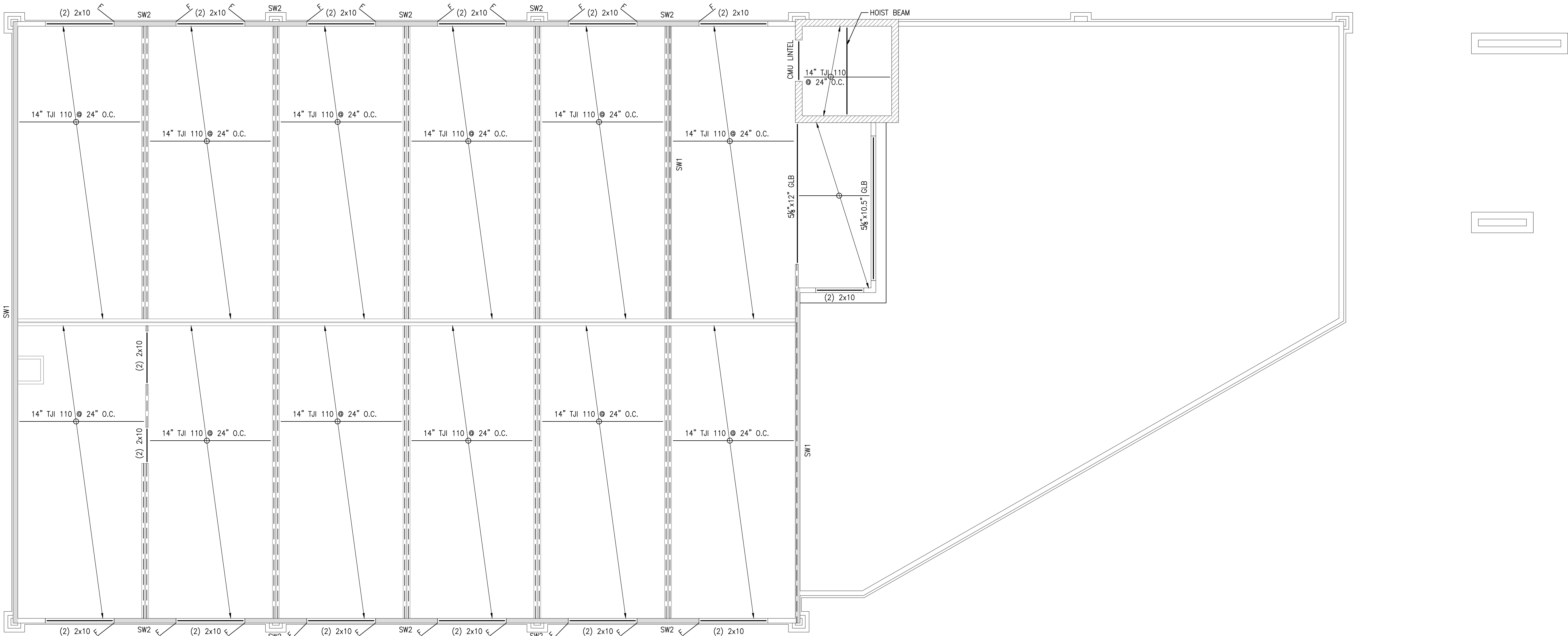
[illegible]

AWN BY:	GXG
SIGNED BY:	TES
ALITY CHECK:	TES
TE:	2/10/17
B NO.	S17-021
LDBOOK	

GILL & JACKSON

UPPER ROOF FRAMING PLAN

SHEET S4.0



FRAMING PLAN GENERAL NOTES

1. REFER TO S1 SHEETS FOR GSN AND TYPICAL DETAILS.
2. VERIFY ALL DIMENSIONS WITH ARCHITECT. ALL EXISTING DIMENSIONS SHALL BE FIELD VERIFIED.
3. CONTRACTOR IS RESPONSIBLE FOR ALL TEMPORARY SHORING.
4. ALL HOLES CUT IN JOISTS, BEAMS, AND ANY OTHER STRUCTURAL MEMBERS SHALL BE APPROVED BY THE ENGINEER PRIOR TO CUTTING.
5. PROVIDE FULL HEIGHT SOLID BLOCKING AT ALL BEARING LOCATIONS AND UNDER ALL SHEAR WALLS. AT SHEAR WALLS PARALLEL TO FRAMING, ALIGN ONE JOIST OVER SHEAR WALL.
6. PROVIDE DOUBLE JOISTS AT ALL OPENINGS GREATER THAN 24" ON ANY SIDE.
7. ALL HEADERS NOT SPECIFIED SHALL BE (2) 2x10 DF#2 AT MINIMUM.
8. ALL NON-BEARING INTERIOR WALLS TO BE INSTALLED WITH A 1/2" GAP BETWEEN THE ROOF OR FLOOR SYSTEM AND TOP OF PLATE WITH SIMPSON DTC CLIPS AT INTERVALS NOT TO EXCEED 48" ON CENTER UNO.
9. DO NOT BACKFILL FOUNDATION WALLS UNTIL THE FLOOR FRAMING AND FLOOR SHEATHING HAS BEEN COMPLETELY INSTALLED UNO.

SHEAR WALL SCHEDULE & LEGEND

1. ALL SHADED WALLS SHALL BE DESIGNATED SHEAR WALLS AND SHALL BE SUBJECT TO THE FOLLOWING NOTES AND METHODS. ALL WALLS SHADED SHALL BE SW1 UNO.
 2. SHEAR WALL FIELD NAILING SHALL BE 12" O.C. AND STUD SPACING SHALL NOT EXCEED 16" O.C. UNO.
 3. NAILS SHALL BE MIN 8D OR 10D COMMON, AND 20D BOX.
 4. GYP BOARD WALL FASTENERS SHALL BE 6D COOLER OR WALLBOARD .120" NAIL, MIN $\frac{3}{8}$ " HEAD, $\frac{1}{4}$ " LONG 16 GAGE STAPLE, $\frac{1}{2}$ " LEGS, $1\frac{3}{8}$ " LONG (2015 IBC 2306.4.5)
 5. HOLD DOWNS SHALL BE SIMPSON STRONG TIE OR USP EQUIVALENT AND ATTACHED TO A MINIMUM OF (3) 3X POSTS UNO.
 6. USE RJ TYPE FOUNDATION STRAPS WITH ALL LOCATIONS WITH RM JOISTS.
- SW1..... $\frac{3}{4}$ " OSB WITH 8d @ 6" ON EDGE, UNBLOCKED, 10d @ 6" SOLE PLATE, $\frac{1}{2}$ " ANCHOR BOLTS @ 72" O.C.
- SW2..... $\frac{7}{8}$ " OSB WITH 8d @ 4" ON EDGE, BLOCKED, 10d @ 6" SOLE PLATE, $\frac{1}{2}$ " ANCHOR BOLTS @ 48" O.C.
- B..... SIMPSON HDU5 OR STDH10 INSTALL PER MANUFACTURER'S INSTRUCTIONS.
- C..... SIMPSON HDU8 OR STDH14 INSTALL PER MANUFACTURER'S INSTRUCTIONS.
- F.....SIMPSON MST48 FLOOR TO FLOOR STRAP. INSTALL PER MANUFACTURER'S INSTRUCTIONS.

 SHEARWALL

UPPER ROOF FRAMING PLAN

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

EXHIBIT B

SCHEDULE OF PERFORMANCE – AMENDED 3/2/2017

ACTION	DATE
1. <u>Deposit</u> . The Developer shall deliver the Deposit to the Agency.	No later than April 22, 2015.
2. <u>Submittal of Information to Agency</u> . Developer shall submit all the required information to Agency for use in considering Developer's proposed development.	No later than February 22, 2016.
3. <u>Agency Approval of Project Design</u> . Agency shall issue approval, or approval with conditions of design amendment, of Developer's project design.	No later than March 2, 2017
4. <u>Completion of Fair Use Appraisal</u> . Agency appraiser shall complete the fair use appraisal.	No later than March 31, 2017.
6. <u>Submittal of Draft Disposition and Development Agreement (DDA)</u> . The Agency staff and Developer shall have completed a draft DDA in a sufficiently final form to permit review by the Agency Board and to proceed through the required notice and hearing process.	No later than April 21, 2017.
5. <u>Project Financing Commitment</u> . Developer shall submit a letter of project financing commitment from project lender as evidence of project funding to Agency.	No later than May 24, 2017
7. <u>DDA Consideration</u> . The Agency Board shall consider and approve if appropriate the DDA.	No later than June 1, 2017.

4846-9577-7570, v. 2

Sangria Draft Project Schedule																								
					2017												2018							
TASK	Task Lead	Duration (business days)	Start	End	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July		
	Month				8	9	10	11	12	14	15	16	17	18	19	20	21	22	23	11	12	14		
	Week				1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4		
VCP Closeout																								
Draft Environmental Covenant (EC)	Agency	2	2/7/2017	2/9/2017	■	■																		
Draft Escrow Agreement (EA)	Agency	2	2/7/2017	2/10/2017	■	■																		
Draft O&M Plan	TerraGraphics	3	2/7/2017	2/10/2017	■	■	■																	
DEQ EC and EA Review	DEQ	10	2/10/2017	2/24/2017	■	■	■	■	■															
Revision of EC and EA	Agency	2	2/27/2017	2/28/2017	■	■																		
Approve EC & EA Agreements	MURA Board	1	3/2/2017	3/2/2017		■																		
Establish Escrow Account	Agency	5	3/2/2017	3/8/2017		■	■	■	■															
Record EC Against Property with Copy to DEQ	Agency	1	3/9/2017	3/9/2017		■																		
Issue Certificate of Completion (CC)	DEQ	5	3/10/2017	3/16/2017		■	■	■	■															
Issue Covenant Not to Sue (CNTS)	DEQ	10	3/17/2017	3/30/2017		■	■	■	■	■														
Closeout Completed		1	3/31/2017	3/31/2017		■																		
Total Days		42																						
EPA Cleanup Grant Closeout																								
Final Disbursement Request		2	2/27/2017	2/28/2017			■																	
Final Closeout Report Preparation		5	2/27/2017	3/3/2017			■	■	■															
Final Closeout Report Submission		1	3/3/2017	3/3/2017			■																	
EPA Closeout Review		15	3/6/2017	3/24/2017			■	■	■	■	■	■	■	■	■									
Closeout Approval		5	3/27/2017	4/3/2017				■	■	■														
Total Days																								
Property Disposition																								
ENA Amendment	Agency	5	2/24/2017	3/2/2017		■	■																	
ENA Board Approval	MURA Board	1	3/2/2017	3/2/2017		■																		
Fair Use Appraisal	Agency	20	3/3/2017	3/24/2017		■	■	■	■	■														
DDA Development	Agency	15	3/20/2017	3/31/2017			■	■	■	■														
DDA Board Approval	MURA Board	1	5/4/2017	5/4/2017				■																
Property Closing	Agency	20	5/4/2017	6/23/2017				■	■	■	■	■	■	■	■									
Disposition Complete	Agency		6/23/2017	6/23/2017						■														
Total Days																								
6th and Jackson Turnlane Construction																								
Project Design		30	2/22/2017	3/22/2017		■	■	■	■															
Project Bid Advertisement		12	3/25/2017	4/11/2017			■	■	■	■														
Bid Opening		1	4/11/2017	4/11/2017				■																
Council Committee		1	4/24/2017	4/24/2017				■																
Council Approval of Award		1	5/1/2017	5/1/2017				■																
Mobilization		15	5/1/2017	5/22/2017				■	■	■														
Construction (Calendar Days)		40	5/21/2017	6/30/2017				■	■	■	■	■	■	■	■									
Substantial completion		1	6/30/2017	6/30/2017						■														
Punchlist		10	7/3/2017	7/14/2017						■	■													
Total Days		111																						
Sangria Construction																								
Design Review Package Development		20	2/1/2017	3/10/2017	■	■	■																	
Submit Design Review Package to City		1	3/10/2017	3/10/2017		■																		
Design Review Application Review		5	3/13/2017	3/17/2017		■	■	■																
Public Comment Period		15	3/18/2017	4/3/2017		■	■	■	■															
Design Review Meeting Planning and Zoning Commission		1	4/12/2017	4/12/2017			■																	
Design Revision		5	4/13/2017	4/21/2017			■	■	■															
Final Design Review Submission		1	4/24/2017	4/24/2017				■																
Final Design Review Meeting Planning and Zoning Commission		1	5/10/2017	5/10/2017				■																
Construction Design		30	3/27/2017	5/10/2017		■	■	■	■	■														
Permit Review		10	5/10/2017	5/19/2017				■	■	■														
Construction Design Revisions		5	5/22/2017	5/26/2017				■	■	■														
Project Bid Advertisement		15	5/26/2017	6/16/2017				■	■	■	■	■	■	■	■									
Bid Opening		1	6/16/2017	6/16/2017				■																
Financing		15	6/5/2017	6/23/2017				■	■	■	■	■	■	■	■									
Bld Award		1	6/26/2017	6/26/2017				■																
Mobilization		30	6/26/2017	7/21/2017				■	■	■	■	■	■	■	■									
Construction (Calendar Days)		270	7/24/2017	4/20/2018				■	■	■	■	■	■	■	■	■	■	■	■	■	■	■		
Substantial Completion		1	4/20/2018	4/20/2017															■					
Punchlist		15	4/23/2018	5/11/2018															■	■	■	■		
Commissioning FF&E / Move In		15	5/14/2018	6/1/2018																■	■	■		
Construction Complete		1	6/1/2018	6/1/2018																■				
Total Days		458																						
Hello Walk Construction (Possibly Incorporate Into Sangria Construction)																								
Project Design		30	12/1/2017	12/31/2018											■	■	■							
Project Bid Advertisement		15	1/1/2018	1/15/2018											■	■	■							
Bid Opening		1	1/15/2018	1/15/2018												■								
MURA Board Approval		1	2/1/2018	2/1/2018													■							
Construction		35	3/19/2018	5/4/2018														■	■	■	■	■		
Substantial completion		1	5/4/2018	5/4/2018															■					
Punchlist		10	5/7/2018	5/18/2018																■	■	■		
Complete			5/18/2018	5/18/2018																■				
Total Days		93																						

Recording Requested By and
When Recorded Return to:

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT IMPOSING ACTIVITY AND USE LIMITATIONS PURSUANT TO THE UNIFORM ENVIRONMENTAL COVENANTS ACT, IDAHO CODE § 55-3001, et seq.

ENVIRONMENTAL COVENANT

This instrument is an Environmental Covenant ("Environmental Covenant") executed by the Moscow Urban Renewal Agency, a public body, corporate and politic (hereinafter "MURA"), organized pursuant to the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, and the Idaho Department of Environmental Quality ("DEPARTMENT") pursuant to the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015. This Environmental Covenant sets forth protective provisions, covenants, restrictions and conditions (collectively referred to as "Activity and Use Limitations") on the Property described below. The Activity and Use Limitations are designed to protect natural resources, human health and the environment. MURA is a "holder" as defined in Idaho Code § 55-3002(6). MURA, as the current property owner grants this Environmental Covenant to all signatories to this instrument.

Property. This Environmental Covenant concerns real property 217 W. Sixth Street, Moscow, County of Latah, State of Idaho, is legally described as follows(hereafter referred to as "the Property"):

A parcel of land located in the NE ¼ of Section 18, Township 39 North, Range 5 West, B.M., and as shown on Record of Survey recorded under Recorder's Fee No. 506752 and being more particularly described as follows: Beginning at the northeast corner of said section 18, thence S 87°45'28" W, 363.92 feet (record 355.69 feet) along the north line of said section 18, thence S 00°45'10" W, 40.19 feet, to a point on the west right of way line of Jackson Street and the TRUE POINT OF BEGINNING, thence S 00°45'10", 153.39 feet; thence S 88°17'28" W, 207.70 feet (record 216.18 feet); thence N 40°29'13" W, 53.83 feet, thence N 01°42'23" W, 111.29 feet; thence N88°17'28" E, 248.00 feet (record 256.27 feet) to the TRUE POINT OF BEGINNING.

The restricted area is defined in the attached map, (Attachment 1)

Property Ownership. MURA hereby represents and warrants to the other signatories to this

Environmental Covenant that it is the sole owner of the property, holds fee simple title to the property and MURA has the power and authority to enter into this Environmental Covenant.

Reason for Activity and Use Limitations. The Property described above was previously used to store and distribute agricultural fertilizers, becoming contaminated with nitrates. On May 2, 2014, MURA entered into a Voluntary Remediation Agreement with the Department to remediate the Property. MURA implemented a Voluntary Remediation Work Plan ("VRWP") on the Property. This Environmental Covenant is required because implementation of the VRWP resulted in residual concentrations of nitrates in groundwater underlying the Property. These concentrations are above allowable risk-based concentration as determined by the Department therefore future use of the Property shall be limited to protect human health and the environment.

Name and Location of Administrative Record. The administrative record for the Sixth and Jackson Property located at 217 West Sixth Street, Moscow, Idaho can be found at the Idaho Department of Environmental Quality Lewiston Regional Office, 1118 "F" St. Lewiston, Idaho.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, MURA, and any successors in interest, are hereby restricted from using the Property, now or at any time in the future, as specifically set forth below:

1. Except for the purposes of the purposes of groundwater remediation or groundwater investigation, there shall be no extraction of groundwater under, the Property for any purpose, including, without limitation, drinking by animals or human beings, irrigation or an industrial or commercial use.
2. MURA shall be responsible for the continued operation and maintenance of the administrative control (pump and discharge system) in perpetuity until such a time as the compliance well samples meet the compliance criteria specified in the Voluntary Remediation Work Plan.
3. The Operation and Maintenance Plan for the engineering controls used upon the property is attached to this Declaration as Attachment 2 and is incorporated into this Declaration. MURA, and any successors in interest, shall comply with the Operation and Maintenance Plan. The Operations and Maintenance Plan may be modified upon mutual consent from the Department and MURA, or its successor in interest, as provided in the Uniform Environmental Covenants Act, Idaho Code § 55-3010.
4. MURA shall establish, and MURA and its successors in interest shall maintain, an escrow account in the amount of five thousand two hundred sixty dollars (\$5,260.00) for the specific purpose of future operation and maintenance costs associated with the engineering controls for this property. The escrow account shall be maintained for the benefit of the State of Idaho for future use at the Property in case the Department determines that no viable responsible party is available to ensure compliance with this Declaration.

Breach and Cure of Activity and Use Limitations MURA, or its successors in interest, shall be responsible for demonstrating that use on the Property is in conformity with the Activity and Use Limitations. If any event or action occurs that constitutes or may constitute a breach of the activity and use limitations, the MURA or any successors in interest, shall notify the Department

within thirty (30) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitations within sixty (60) days of becoming aware of the event or action, or such other time frame as may be agreed to by the MURA or any successors in interest, and Department.

Amendment by Consent. The Environmental Covenant may be amended by consent pursuant to Idaho Code § 55-3010. Except for an assignment undertaken pursuant to a governmental reorganization, assignment of the Environmental Covenant to a new holder is an amendment.

Duration and Termination. The Activity and Use Limitations shall apply to the Property, or any subdivided portion thereof, in perpetuity unless terminated by court action as provided in Idaho Code § 55-3009 or by consent pursuant to Idaho Code § 55-3010. The MURA, or its successors in interest, may seek consent to terminate the Activity and Use Limitations that apply to the Property, or any subdivided portion thereof, pursuant to Idaho Code § 55-3010, by demonstrating with the record before the Department that groundwater nitrates are at levels the Department deems in writing to be adequate for the Property to be developed for unrestricted use.

Provisions to Run With the Land. Each and all of the Activity and Use Limitations shall run with the land, and pass with each and every portion of the Property, and shall apply to and bind the respective successors in interest thereof. Each and all of the Activity and Use Limitations are imposed upon the entire Property unless expressly stated as applicable to a specific portion of the Property.

Concurrence of Subsequent Owners Presumed. All purchasers, lessees, or possessors of any portion of the Property shall be deemed by their purchase, leasing, or possession of such Property, to be in accord with the foregoing and to agree for and among themselves, and their successors, that the Activity and Use Limitations as herein established must be adhered to and that their interest in the Property shall be subject to the Activity and Use Limitations contained herein.

Recording/Filing of Environmental Covenant. This Environmental Covenant and any amendment or termination of the Environmental Covenant shall be recorded in the county recorder's office of every county in which any portion of the Property subject to the Environmental Covenant is located. The Environmental Covenant or any amendment or termination shall be recorded by MURA, or its successors in interest, within ten (10) days of receipt of this Environmental Covenant signed by the Department. Within ten (10) days of the recording of this Environmental Covenant, or any amendment or termination, MURA, or its successors in interest, shall provide to the Department a copy of this recorded Environmental Covenant, or any amendment or termination of this Environmental Covenant. Upon receipt of the copy of the recorded Environmental Covenant, and any amendment or termination therein, the Department shall post the copy of the fully executed instrument in the Registry as required by Idaho Code Section 55-3012(1). In addition, a copy of the recorded Environmental Covenant, or any amendment or termination, shall be provided by MURA, or by its successors in interest, to the following persons: (a) each person that signed the Environmental Covenant; (b) each person holding a recorded interest in the Property; (c) each person in possession of the Property; (d) each municipality or other local government in which the Property is located; and (e) any other person the Department requires. The validity of the Environmental Covenant is not affected by failure to provide a copy of the Environmental Covenant as required under this section.

Compliance Reporting. MURA, or and any successors in interest, shall submit to the Department on an annual basis written documentation verifying that the activity and use limitations remain in place and their compliance with the activity and use limitations.

Enforcement. The Department and any party of the Environmental Covenant shall have authority to enforce the Activity and Use Limitations against MURA or its successors-in-interest, including subsequent owners of the Property and any other person using the Property. Failure of MURA, or its successor in interest, to comply with any of the Activity and Use Limitations set forth herein shall be grounds for the Department, or its successor, and/or any party to this Environmental Covenant to require that the MURA correct or remove any violations of this Environmental Covenant. Violation of this Environmental Covenant shall be grounds for the Department, or its successor, and/or any persons identified in Idaho Code § 55-3011 to file civil actions against the MURA or its successors-in-interest, as provided by law or in equity, including without limitation, the Uniform Environmental Covenants Act, Idaho Code § 55-3011.

Non-Waiver. No failure on the part of the Department or any holder at any time to require performance of any term of this Environmental Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's or any holder's rights to enforce such term.

Property Access. The Department shall have a right of access to the Property at reasonable times for the purposes of evaluating compliance with this Environmental Covenant.

Notice of Conveyance of Property. Within thirty (30) days of the closing of any conveyance of the Property, or part thereof, the Conveyor of the Property, shall provide written notice to the Department and each municipality or other local government in which the Property is located, the name and address of all the then Owners and/or Occupants of the Property, or part thereof, conveyed. The Department shall not, by reason of this Environmental Covenant, have authority to approve, disapprove, or otherwise affect any conveyance of the Property except as otherwise provided by law.

Notices. All notices required or permitted to be given hereunder shall be in writing and mailed in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested, to the appropriate address indicated below or at such other place or places as either MURA or its successors, or the Department or its successors, may, from time to time, respectively, designate in a written notice given to the other. Notices which are deposited in the United States Mail in accordance with the terms of this provision shall be deemed received three (3) days after the date of mailing thereof.

MURA: Moscow Urban Renewal Agency
 ATTN: Executive Director
 221 E. Second Street
 Moscow, ID 83843

THE DEPARTMENT:
 Idaho Department of Environmental Quality
 ATTN: State Response Program Manager
 1410 N. Hilton
 Boise, ID 83706

Costs and Expenses. All costs of terminating this Environmental Covenant, including the cost of any remediation or abatement of any environmental condition related to Activity and Use Limitations pertaining to the Property, shall be borne by the party seeking such termination.

Partial Invalidity. If any portion of the Environmental Covenant or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such invalidated portion had not been included herein.

Headings. Headings at the beginning of each section of this Environmental Covenant are solely for the convenience of the parties and are not a part of the Environmental Covenant.

Idaho Code References. All references to the Idaho Code sections include successor provisions.

Reservation of Rights. Notwithstanding any provision of this Environmental Covenant, the Department retains all of its access and enforcement authorities under any applicable statute or rule. Nothing in this Environmental Covenant shall affect the Department's ability to enforce the terms of any voluntary consent order or other agreement relating to remediation of the Property entered into between the Department and MURA or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of MURA or any other responsible party under such voluntary consent order or other agreement. The Department's acceptance hereunder is based upon the information presently known or available to the Department with respect to the environmental condition of the Property, and the Department reserves the right to take appropriate action under applicable authorities in the event the Department determines new information warrants such action.

Effective Date. The effective date of this instrument shall be the date the fully executed Environmental Covenant is recorded at the county recorder's office.

Signature and Acknowledgments
Accepted:

Idaho Department of Environmental Quality

Signature: _____
Printed Name: John H. Tippets
Title: Director, Idaho Department of Environmental Quality
Date: _____

State of Idaho)
) ss.
County of Ada)

On this _____ day of _____, in the year _____, before me, a Notary Public in and for said County and State, personally appeared John H. Tippets, known or identified to me to be the Director of the Idaho Department of Environmental Quality that executed this Environmental Covenant, and acknowledged to me that the Idaho Department of Environmental Quality executed the same.

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

Notary Public for Idaho: _____
Residing at: _____
Commission Expires: _____

Accepted:

MURA _____
Steve McGeehan, Chair

ACKNOWLEDGMENTS

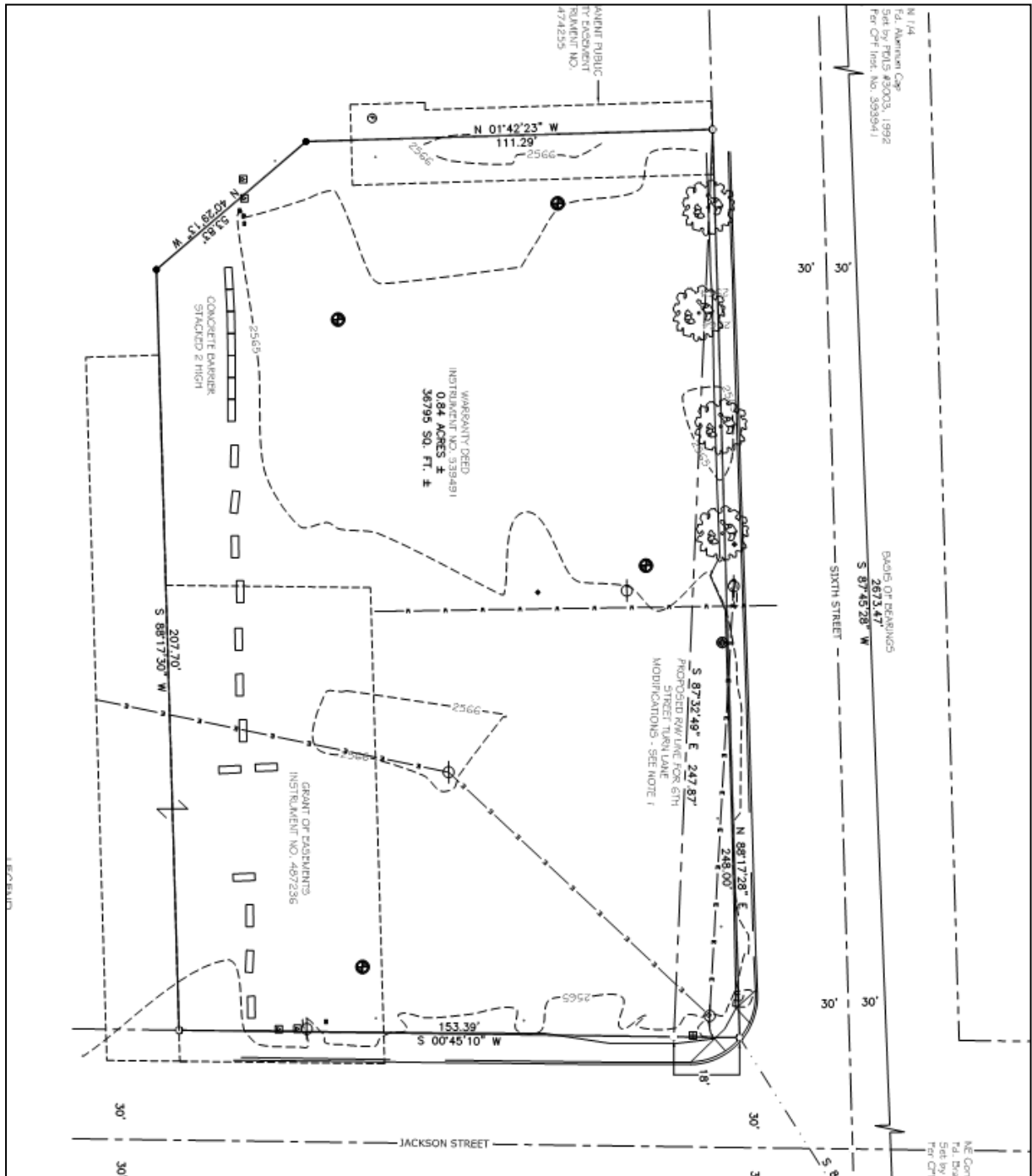
State of _____)
) ss.
County of _____)

On this day personally appeared before me Steve McGeehan, in his official capacity as Chair of the Moscow Urban Renewal Agency, known to me to be the person described in the foregoing instrument and acknowledged that he executed the same on behalf of the Moscow Urban Renewal Agency as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2017.

Notary Public for Idaho: _____
Residing at: _____
Commission Expires: _____

ATTACHMENT 1 **AFFECTED AREA LOCATION MAP**



ATTACHMENT 2
OPERATIONS AND MAINTENANCE PLAN

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Escrow Agreement") is entered into and effective as of this _____ day of _____, 2017 between the Moscow Urban Renewal Agency ("MURA"), and _____, as escrow agent ("Escrow Agent").

Whereas, MURA is the current owner of certain property located at 217 W. Sixth Street, Moscow, County of Latah, State of Idaho ("Property") in the City of Moscow, Idaho. MURA entered the property into Idaho's Voluntary Cleanup Program ("VCP"), administered by the Idaho Department of Environmental Quality ("the Department") to remediate environmental conditions caused by the historic operations on the property.

As part of the VCP, MURA developed and implemented a Remediation Work Plan to remediate the Property. The Remediation Work Plan included an operations and maintenance plan ("O & M Activities"), which requires MURA or the future owner of the site, to ensure that various components of the groundwater extraction and treatment system be inspected and maintained as necessary to prevent and minimize the off-site migration of the impacted groundwater. The O & M Activities are set forth in the Operations and Maintenance Plan ("O & M Plan") attached as Attachment "A" to this agreement. This Escrow Agreement has been incorporated into the Environmental Covenant which is recorded on the Property.

MURA has established this Escrow Agreement to provide financial assurances for the specific purpose of establishing a body of funds dedicated to defraying costs of the future operation and future maintenance associated with the O & M Activities in the event that no viable responsible party is available to ensure full compliance with the future operation and future maintenance.

AGREEMENT

In consideration of the foregoing recitals which are incorporated herein by this reference and the mutual promises set forth herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, MURA and Escrow Agent agree as follows:

1) DEFINITIONS

For purposes of this Escrow Agreement, the following terms shall have the definitions set forth below:

- a) "Escrow Fund" means the sum deposited in the Escrow pursuant to Section 2 below, as that amount may be increased by any interest income or other earnings.
- b) "O & M Costs" means those costs anticipated to be incurred in implementing the O & M Activities. An estimate of these costs are set forth in the spreadsheet attached as Attachment "B" to this Agreement.
- c) "Department" means the Idaho Department of Environmental Quality, or any successor governmental agency.

2) ESTABLISHMENT OF ESCROW

- a) MURA hereby irrevocably delivers and deposits with the Escrow Agent the sum of Five Thousand Two Hundred Sixty Dollars (\$5,260.00). The establishment of this Escrow Fund is based upon anticipated future costs, and equals the aforementioned amount being deposited. MURA has no obligation to deposit any additional funds into the Escrow Fund. MURA (or its assignee, as appropriate) retains no dominion or control over the Escrow Funds and has no right to the Escrow Funds, except as expressly provided in this Escrow Agreement.
- b) MURA hereby appoints the Escrow Agent as their escrow agent for the purposes set forth herein and the Escrow Agent hereby agrees to act as escrow agent and to hold, safeguard and disburse the Escrow Fund pursuant to the terms and conditions of this Escrow Agreement.

3) INVESTMENT OF FUNDS

During the term of this Agreement, the Escrow Fund shall be invested in the Local Government Investment Pool (“LGIP”), or similar FDIC-insured investment offered by the Escrow Agent, unless otherwise instructed in writing by MURA (or its assignee as appropriate) and as shall be acceptable to the Escrow Agent. LGIP’s rates of compensation may vary from time to time based upon market conditions. Instructions to make any other investment (“Alternative Investment”) must be in writing and shall specify the type and identity of the investments to be purchased and/or sold, provided that any Alternative Investment be in a Federally-insured account. The Escrow Agent is hereby authorized to execute purchases and sales of investments through the facilities of its own trading or capital markets operations or those of any affiliated entity.

The Escrow Agent or any of its affiliates may receive compensation with respect to any Alternative Investment directed hereunder including without limitation charging any applicable MURA fee in connection with each transaction. MURA (or its assignee, as appropriate) recognizes and agrees that the Escrow Agent will not provide supervision, recommendations or advice relating to either the investment of moneys held in the Escrow Fund or the purchase, sale, retention or other disposition of any investment described herein. The Escrow Agent shall not have any liability for any loss sustained as a result of any investment in an investment made pursuant to the terms of this Agreement or as a result of any liquidation of any investment prior to its maturity or for the failure of MURA (or its assignee, as appropriate) to give the Escrow Agent instructions to invest or reinvest the Fund. The Escrow Agent shall have the right to liquidate any investments held in order to provide funds necessary to make required payments under this Agreement.

4) RELEASE OF ESCROW FUNDS

The Escrow Agent will hold the Escrow Fund in its possession until authorized hereunder to deliver the Escrow Fund or any specified portion thereof as follows:

The funds subject to this Escrow Agreement shall be available to the Department for uses for implementing the O & M Activities solely upon documented determination by the Department that no viable responsible party is available to ensure full compliance with the future operation and future maintenance of the engineering controls specified in the Environmental Covenant. A signed writing from authorized personnel of the Department attesting to the fulfillment of this condition must accompany any written demands for payment to draw upon the funds subject to this Escrow Agreement.

All drafts or demands for payment to draw upon funds subject to this Escrow Agreement shall be accompanied by a written statement, signed and dated by authorized personnel of the Department, attesting as follows:

"The undersigned, an authorized representative of the Idaho Department of Environmental Quality hereby certifies that: (A) the amount of the accompanying draft drawn under Escrow Agreement No. ### represents a request for payment of invoice(s) which have been presented to MURA for payment and which nonetheless remain past due and unpaid for a period of ninety (90) days; (B) copies of the unpaid invoice(s) which are to be defrayed by this drawing are attached hereto, as exhibits; and: (C) the unpaid invoice(s) which are to be defrayed by this drawing were incurred as costs of the operation and maintenance associated with the engineering controls specified in the Environmental Covenant."

This statement, and its required supporting documentation, shall be deemed to satisfy both the requirements for release of escrow funds.

5) TERMINATION OF ESCROW

This Escrow Agreement shall terminate upon the date on which the value of the Escrow Fund has been reduced to zero. Except as provided in the immediately preceding sentence, MURA or its assigns shall have no right to revoke or terminate this Escrow Agreement.

6) DISPUTE RESOLUTION

Prior to any submittal to the Escrow Agent, the Department and MURA (or its assignee, as appropriate), shall use their best efforts to informally resolve any dispute regarding approval of the Request for Payments. Upon resolution of any such dispute, MURA (or its assignee, as appropriate) will submit a Request for Payment, to the Escrow Agent and the Escrow Agent shall release the funds requested.

MURA (or its assignee, as appropriate) shall not make any request for release of funds to the Escrow Agent until such dispute is resolved. Any dispute that cannot be resolved informally between MURA (or its assignee, as appropriate) and the Department may be subject to review under IDAPA §§ 58.01.23. et.seq. Escrow Agent shall release funds based on the express terms of the written determination or written settlement between the Department and MURA (or its assignee, as appropriate).

7) INCAPACITY PRIOR TO TERMINATION

If MURA (or its assignee, as appropriate): (a) is found by a court of law to have failed to perform its obligations to complete the O & M Activities; (b) files for bankruptcy protection and is unable or unwilling to complete the O & M Activities; (c) is subject to a receivership due to insolvency and is unable or unwilling to complete the O & M Activities; or (d) otherwise refuses to perform O & M Activities, then the Department shall have the right, but not the obligation, to take all actions necessary or appropriate to perform the approved O & M Activities and to be reimbursed for all such reasonable expenses and costs from the Escrow Fund. After submitting written proof to the Escrow Agent of MURA's (or its assignee's, as appropriate) incapacity as set forth by any of the conditions precedent outlined in (a)-(d) above, the Department shall be permitted to submit invoices on an as-needed basis to make withdrawals from the Escrow Fund, but only if such withdrawals are reasonably necessary for the purpose of performing O & M Activities. To demonstrate that such requests for withdrawals are reasonably necessary for the purpose of performing O & M Activities, the Department shall only be required to provide the Escrow Agent a brief written statement accompanying any request for payment setting forth the justification for its request.

8) DUTIES OF ESCROW AGENT

- a) Escrow Agent's duties hereunder are limited to the safekeeping of the Escrow Fund in compliance with MURA's (or its assignee's, as appropriate) written directions on investment and the terms of this Escrow Agreement. MURA (or its assignee, as appropriate) acknowledges that the Escrow Agent is acting solely at its request and for its convenience and the Escrow Agent shall not be deemed to be the agent or trustee of any party hereto in respect of the escrow herein referred to, and the duties of the Escrow Agent hereunder are purely ministerial or mechanical in nature and shall not give rise to any fiduciary obligation to any party hereto.
- b) Escrow Agent shall not be liable to any party hereto for any error in judgment or for any act or omission on its part in respect of the escrow herein referred to unless such error in judgment, act or omission is made, taken or suffered in bad faith or involves gross negligence or willful misconduct.
- c) Escrow Agent shall be entitled to rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity of the service thereof. Escrow Agent may act in reliance upon any instrument or signature believed by it to be genuine and may assume that the person purporting to give receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so. Escrow Agent may conclusively presume that the undersigned representative of any Party hereto which is an entity other than a natural person has full power and authority to instruct Escrow Agent on behalf of that Party unless written notice to the contrary is delivered to Escrow Agent.
- d) The Escrow Agent may execute any of its powers and perform any of its duties hereunder

directly or through affiliates or agents and may consult with counsel, accountants, and other skilled persons to be selected and retained by it. Escrow Agent may act pursuant to the advice of its own legal counsel, outside legal counsel, accountants, or other persons with respect to any matter relating to this Escrow Agreement and shall not be liable for any action taken or omitted by it in good faith in accordance with such advice.

- e) Escrow Agent does not have any interest in the Escrow Fund deposited hereunder but is serving as escrow holder only and having only possession thereof. Any payments of income from this Escrow Fund shall be subject to withholding regulations then in force with respect to United States taxes. MURA (or its assignee, as appropriate) will provide Escrow Agent with appropriate Internal Revenue Service Forms W-9 for tax identification number certification, or non-resident alien certifications. This Section 8(e) and Section 8(b) shall survive notwithstanding any termination of this Escrow Agreement or the resignation of Escrow Agent.
- f) Escrow Agent makes no representation as to the validity, value, genuineness or the collectability of any security or other document or instrument held by or delivered to it.
- g) Escrow Agent (and any successor Escrow Agent) may at any time resign as such by delivering the Escrow Fund to any successor Escrow Agent designated by MURA (or its assignee, as appropriate) in writing, or to any court of competent jurisdiction, whereupon Escrow Agent shall be discharged of and from any and all further obligations arising in connection with this Escrow Agreement. The resignation of Escrow Agent will take effect on the earlier of (a) the appointment of a successor (including a court of competent jurisdiction) or (b) the day which is thirty (30) days after the date of delivery of its written notice of resignation to MURA (or its assignee, as appropriate). If at that time Escrow Agent has not received a designation of a successor Escrow Agent, Escrow Agent's sole responsibility after that time shall be to retain and safeguard the Escrow Fund until receipt of a designation of successor Escrow Agent or a written disposition instruction by MURA (or its assignee, as appropriate) hereto or a final non-appealable order of a court of competent jurisdiction. If MURA (or its assignee, as appropriate) fails to appoint a successor prior to the expiration of thirty (30) days following receipt of the notice of resignation or removal, the Escrow Agent may appoint a successor or petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon MURA (or its assignee, as appropriate). Any entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business may be transferred, shall be the Escrow Agent under this Escrow Agreement without further act.
- h) Notwithstanding the dispute resolution provisions in Section 6 above, in the event of any disagreement or conflicting demands resulting in adverse claims or demands being made in connection with the Escrow Fund or in the event that Escrow Agent is in doubt as to what action it should take hereunder, Escrow Agent shall be entitled to retain and refrain from taking any action and its sole obligation shall be to keep safely all property held in the Escrow Fund until such disagreement has been resolved, and the Escrow Agent has

received either (i) a final non-appealable order of a court of competent jurisdiction directing delivery of the Escrow Fund, or (ii) a written agreement executed by the MURA (or its assignee, as appropriate) directing delivery of the Escrow Fund, in which event Escrow Agent shall disburse the Escrow Fund in accordance with such order or agreement. Any court order shall be accompanied by a legal opinion by counsel for MURA (or its assignee, as appropriate) satisfactory to Escrow Agent to the effect that the order is final and non-appealable.

- i) The Escrow Agent shall be paid a fee in accordance with the attached fee schedule marked Attachment "C" for its services hereunder, and shall be reimbursed for reasonable expenses, disbursements and advances incurred or made by Escrow Agent in performance of its duties hereunder. Further, in the event of any dispute under this Escrow Agreement, Escrow Agent shall have a right to employ legal counsel to advise it and/or represent it in any suit or action, including an action in interpleader brought affecting the Escrow Fund and MURA (or its assignee, as appropriate) shall be liable to Escrow Agent for any reasonable and necessary attorney's fees and costs incurred by Escrow Agent. Escrow Agent shall invoice MURA for its fees as set forth in Attachment "C". The Escrow Agent shall not be entitled to set off and deduct any unpaid fees and/or non-reimbursed expenses from the amounts on deposit in the Escrow Fund.
- j) Should MURA (or its assignee, as appropriate) file for, or be forced into, bankruptcy prior to the satisfaction of the terms and conditions of this Escrow Agreement, any portion of the Escrow Fund remaining shall not be considered property of MURA's (or its assignee's, as appropriate) bankruptcy estate, but instead will be preserved for use by the Department's designee for purposes of performing the O & M Activities.
- k) Anything in this Escrow Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable for special, incidental, punitive, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

9) LIMITED RESPONSIBILITY AND INDEMNIFICATION

- a) This Escrow Agreement expressly sets forth all the duties of Escrow Agent with respect to any and all matters pertinent hereto. No implied duties or obligations shall be read into this Escrow Agreement against Escrow Agent. Escrow Agent shall not be bound by the provisions or chargeable with knowledge of any agreement entered by MURA (or its assignee, as appropriate) except this Escrow Agreement. This Escrow Agreement has been entered into in furtherance of this Remediation Work Plan between MURA and the Department. Escrow Agent shall not, by reason of its execution of this Escrow Agreement, assume or be deemed to have assumed any responsibility or liability for any transactions involving MURA (or its assignee, as appropriate) and the Department, other than for the performance of its obligations with respect to the disposition of the Escrow Fund in accordance with this Escrow Agreement.

- b) MURA (or its assignee, as appropriate) shall defend and save harmless the Escrow Agent and its affiliates and their respective successors, assigns, agents and employees (the “Indemnitees”) from and against any and all losses, damages, claims, liabilities, penalties, judgments, settlements, litigation, investigations, costs or expenses (including, without limitation, the fees and expenses of outside counsel and experts and their staffs and all expense of document location, duplication and shipment)(collectively “Losses”), arising out of or in connection with (i) the Escrow Agent's execution and performance of this Escrow Agreement, tax reporting or withholding, the enforcement of any rights or remedies under or in connection with this Agreement, or as may arise by reason of any act, omission or error of the Indemnatee, except in the case of any Indemnatee to the extent that such Losses are finally adjudicated by a court of competent jurisdiction to have been primarily caused by the gross negligence or willful misconduct of such Indemnatee, or (ii) its following any instructions or other directions, whether joint or singular, from MURA (or its assignee, as appropriate), except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof. The indemnity obligations set forth in this Section 8(b) shall survive the resignation, replacement or removal of the Escrow Agent or the termination of this Escrow Agreement.

10) OWNERSHIP FOR TAX PURPOSES

- a) MURA agrees that, prior to any action to administer the Escrow Fund to an account for the benefit of the Department for purposes of federal and other taxes based on income, MURA will be treated as the owner of the entire Escrow Fund and that MURA will report all income, if any, that is earned on, or derived from, the Escrow Fund as income in the taxable year or years in which such income is properly includable and pay any taxes attributable thereto. If MURA assigns its rights under this escrow agreement (pursuant to Section 11 below), the assignee of MURA's interests will be treated as the owner of the entire Escrow Fund under this Section. If a new account is opened for the benefit of the Department, then the Department shall be considered the owner under this Section. To the extent allowed by applicable law, MURA (or its assignee, as appropriate) it shall be entitled to deduct or setoff from any applicable tax returns any payments made from the Escrow fund, including any Remediation costs or expenses, during the tax period.
- b) The Escrow Agent shall report to the Internal Revenue Service, as of each calendar year-end, and to MURA (or its assignee, as appropriate) all income earned from the investment of any sum held in the Escrow Fund as and to the extent required under the provisions of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the “Code”), whether or not said income has been distributed during such year. The Escrow Agent shall have no responsibility for the preparation and/or filing of any tax or information return with respect to any transaction, whether or not related to the funds held in escrow that occurs outside the Escrow Fund.

11) ASSIGNMENT

The terms, provisions, covenants and conditions contained in this Escrow Agreement shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their

respective heirs, legal representatives, successors and assigns. Without limiting the foregoing, Escrow Agent may not assign its rights and obligations hereunder without MURA's (or, as appropriate, its assignee's) written consent, provided this shall not limit the rights of Escrow Agent (and any successor Escrow Agent) to resign in accordance with Section 8(g) above. MURA may not assign its rights and obligations under this Escrow Agreement without the Escrow Agent's approval, and anticipates assigning its rights and obligations under this Escrow Agreement to any future owner of the property to which the O & M Activities apply.

If MURA assigns any interest in the Escrow Fund, MURA shall provide notice to the Department and the Escrow Agent of the assignment. Further, MURA agrees to provide a copy of this Escrow Agreement to MURA's assignee. No person, firm, or corporation will be recognized by the Escrow Agent as a successor or assignee of any party hereto until the Escrow Agent is presented a copy of a written instrument demonstrating such succession or assignment and Escrow Agent has approved such assignee and proof that the successor or assignee has the obligation to complete the O & M Activities which is the subject of this Escrow Agreement. The provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

12) NOTICES

All notices, consents, waivers and other communications under this Escrow Agreement must be in writing and except for communications from MURA (or its assignee, as appropriate) setting forth, claiming, containing, objecting to, or in any way related to the transfer or distribution of funds, including but not limited to funds transfer instructions (all of which shall be specifically governed by Section 23 below), will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent electronically or by facsimile provided that a copy is contemporaneously mailed by certified mail, return receipt requested, or when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and facsimile numbers set forth below (or to such other addresses and telephone numbers as a Party may designate by written notice to the other Party):

On behalf of MURA:

Moscow Urban Renewal Agency
221 E. Second Street
Moscow, ID 83843
Facsimile: 208-883-7033

On behalf of Escrow Agent:

_____, Attn:

Facsimile:

With a courtesy copy to the Department at:

Derek Young
Voluntary Cleanup Program Manager
Idaho Department of Environmental Quality 1410 North Hilton
Boise, Idaho 83706

13) JURISDICTION; SERVICE OF PROCESS AND WAIVERS

Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Escrow Agreement may be brought in a court of competent Jurisdiction in the State of Idaho. To the extent that in any jurisdiction MURA (or its assignee, as appropriate) may now or hereafter be entitled to claim for itself or its assets, immunity from suit, execution attachment (before or after judgment), or other legal process, such party shall not claim, and it hereby irrevocably waives, such immunity. MURA (or its assignee, as appropriate) and the Escrow Agent further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Escrow Agreement.

14) COUNTERPARTS

This Escrow Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same original.

15) SECTION HEADINGS

The headings of sections in this Escrow Agreement are provided for convenience only and will not affect its construction or interpretation.

16) SEVERABILITY AND REPRESENTATIONS

If any part, term or provision of this Escrow Agreement should be found to be invalid or unenforceable by any applicable law, that part, term or provision shall be replaced by a provision which comes as close as possible to the intended result of the invalid provision, and the economic purpose thereof, and which is valid and enforceable. The invalidity or enforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

MURA represents, warrants and covenants that each document, notice, instruction or request provided to Escrow Agent shall comply with applicable laws and regulations. Where, however, the conflicting provisions of any such applicable law may be waived, they are hereby irrevocably waived by the parties hereto to the fullest extent permitted by law, to the end that this Escrow Agreement shall be enforced as written.

17) WAVIER

The rights and remedies of the MURA to this Escrow Agreement are cumulative and not alternative. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Escrow Agreement or the documents referred to in this Escrow Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

18) MODIFICATION

This Escrow Agreement or any portion thereof may not be waived, altered, amended, or supplemented except agreed to in writing executed by the Escrow Agent and agreed in writing executed by MURA's (or its assignee's as appropriate) authorized representatives and only after MURA (or its assignee, as appropriate) receives concurrence by the Department as to such amendments, waivers, alterations, or supplements.

19) GOVERNING LAW

This Escrow Agreement shall be governed by the laws of the State of Idaho.

20) SUCCESSORS AND ASSIGNS

No person, firm or corporation will be recognized by the Escrow Agent as a successor of any party hereto until there shall be presented to the Escrow Agent evidence satisfactory to it of such succession and accepted by the Escrow Agent. The provisions of this Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns. Except as provided in Section 7, nothing in this Escrow Agreement, whether express or implied, shall be construed to give to any person or entity other than the Escrow Agent and MURA's permitted successors and assigns any regal or equitable right, remedy, interest or claim under or in respect of this Escrow Agreement or any funds escrowed hereunder.

21) FORCE MAJEURE.

No party to this Escrow Agreement is liable to any other party for damages resulting from any breach of this agreement due to, or if it is unable to perform its obligations under the terms of this Escrow Agreement because of, acts of nature, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control.

22) COMPLIANCE WITH COURT ORDERS.

In the event that the Escrow Fund is attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Escrow Agreement, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction,

and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, entity, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

23) SECURITY PROCEDURES.

Notwithstanding anything to the contrary as set forth in Section 12, any instructions setting forth, claiming, containing, objecting to, or in any way related to the transfer or distribution of funds, including but not limited to any such funds transfer instructions that may otherwise be set forth in a written instruction permitted pursuant to Section 4, 5, 6, or 7 of this Escrow Agreement, may be given to the Escrow Agent only by confirmed facsimile and no instruction for or related to the transfer or distribution of the Escrow Fund, or any portion thereof, shall be deemed delivered and effective unless the Escrow Agent actually shall have received such instruction by facsimile at the number provided to MURA (or its assignee, as appropriate) by the Escrow Agent in accordance with Section 12.

In the event funds transfer instructions are received by the Escrow Agent by facsimile, the Escrow Agent is authorized to seek confirmation of such instructions by telephone call-back to the person or persons designated on Schedule 1 hereto, and the Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in a writing actually received and acknowledged by the Escrow Agent. If for any reason the Escrow Agent is unable to contact any of the persons designated on Schedule 1 attached hereto, it is understood and agreed by the Parties that the Escrow Agent's sole responsibility will be to retain such Escrow Funds and release them only upon the confirmation of the required telephone call-back procedures described in this Section 23. The Escrow Agent and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by MURA (or its assignee, as appropriate) to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank. The Escrow Agent may apply any of the Fund for any payment order it executes using any such identifying number, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. The parties acknowledge that the security procedures set forth in this Section 23 are commercially reasonable.

24) PATRIOT ACT DISCLOSURE.

Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the “**USA PATRIOT Act**”) requires the Escrow Agent to implement reasonable procedures to verify the identity of any person that opens a new account with it. Accordingly, MURA (or its assignee, as appropriate) acknowledges that Section 326 of the USA PATRIOT Act and the Escrow Agent’s identity verification procedures require the Escrow Agent to obtain information which may be used to confirm MURA’s (or its assignee’s, as appropriate) identity including without limitation name,

address and organizational documents (the “*identifying information*”). MURA (or its assignee, as appropriate) shall provide the Escrow Agent with and consent to the Escrow Agent obtaining from third parties any such identifying information required as a condition of opening an account with or using any service provided by the Escrow Agent.

IN WITNESS WHEREOF, MURA and the Escrow Agent have executed and delivered this Escrow Agreement as of the date first written above.

MURA

Moscow Urban Renewal MURA

Steve McGeehan, Chair

Date: _____

ESCROW AGENT

_____, _____

Date: _____

6th and Jackson Operation and Maintenance Manual

Revision 1

Prepared for:



and



**206 E 3rd Street
Moscow, Idaho 83843**

Prepared by:

**TerraGraphics Environmental Engineering, Inc.
121 S. Jackson St.
Moscow, ID 83843**



www.terragraphics.com

February 9, 2017

Table of Contents

Section 1.0 Introduction.....	1
Section 2.0 Background.....	1
Section 3.0 Groundwater Extraction System Components.....	2
3.1 Extraction Wells.....	2
3.2 Pumps.....	2
3.3 Electrical	2
3.4 Discharge Piping.....	2
3.5 Control Box.....	2
Section 4.0 Groundwater Extraction System Inspection	3
Section 5.0 Groundwater Extraction System Maintenance	3
5.1 Groundwater Extraction System Startup and Shutdown	3
5.2 Groundwater Extraction System Troubleshooting.....	3
Section 6.0 Groundwater Monitoring	4
6.1 Measuring Groundwater Levels.....	4
6.2 Purging Monitoring Wells and Measuring Groundwater Quality Parameters.....	4
6.3 Collecting Groundwater Samples	5
6.4 Chemically Analyzing Groundwater Samples.....	6
6.5 Quality Assurance/Quality Control.....	6
6.5.1 Laboratory QA/QC.....	6
Section 7.0 Reporting	6
Section 8.0 References and Resources Used	6

Figures

Figure 1. Site Location Map..... 8
Figure 2. Site Layout with Well Locations 9
Figure 3. Groundwater Extraction System Site Layout 10

Tables

Table 1. Stabilization Criteria with References for Water Quality Indicator Parameters..... 5

Appendices

Appendix A Groundwater Extraction System Components and Manufacturer’s Literature..... A
Appendix B Example Groundwater Sampling SheetB

Acronyms and Abbreviations

ABCA	Analysis of Brownfields Cleanup Alternatives
ASTM	American Society for Testing and Materials
bgs	below ground surface
City	City of Moscow
Coalition	Greater Moscow Area Coalition
DO	dissolved oxygen
IDEQ	Idaho Department of Environmental Quality
LCS	laboratory control sample
LCSD	laboratory control sample duplicate
MS	matrix spike
MSD	matrix spike duplicate
O&M	Operation and Maintenance
ORP	oxidation-reduction potential
PVC	poly vinyl chloride
QA/QC	quality assurance/quality control
QAPP	Quality Assurance Project Plan
SEC	specific electrical conductance
SM	Standard Method
TerraGraphics	TerraGraphics Environmental Engineering, Inc.
URA	Urban Renewal Agency
USEPA	U.S. Environmental Protection Agency
VCP	Voluntary Cleanup Program

Units

mg/L	liter
mV	millivolt

Section 1.0 Introduction

This Operation and Maintenance (O&M) Manual has been prepared for the groundwater extraction system at the 6th and Jackson Site. This O&M Manual includes a description of the groundwater extraction system, a description of the system startup and operations, the groundwater monitoring and sampling procedures, and the reporting requirements for the groundwater extraction system.

Section 2.0 Background

The Moscow Urban Renewal Agency (URA), engaged TerraGraphics Environmental Engineering, Inc. (TerraGraphics) to implement the remedial action strategy presented in the Analysis of Brownfields Cleanup Alternatives [ABCA] and Remediation Work Plan (ABCA/Work Plan) for 217 & 317 W. 6th Street Moscow, Idaho (TerraGraphics 2015b). The Site is located southwest of the intersection between W. 6th Street and Jackson Street in Moscow, Idaho, between Moscow's historic downtown district and the University of Idaho Campus (Figure 1). The Site is approximately 0.84 acres and mostly unpaved. The URA currently owns the Site.

The ABCA/Work Plan identified remediation standards which ensure that substantial present or probable future risk to human health or the environment is eliminated or reduced to protective levels based upon present and reasonably anticipated future uses of the Site (IDAPA 58.01.18(02)b). This work was completed as part of the Greater Moscow Area Coalition (the Coalition) Assessment Grant BF-00J24101 project and in compliance with the Voluntary Cleanup Program (VCP) agreement between the Idaho Department of Environmental Quality (IDEQ) and the Moscow URA.

Historically, industrial agricultural businesses and storage of agricultural chemicals supported by the former railroad corridor occupied the Site. Most recently, a retail produce business operated on the northeast corner of the Site from about 2000 through 2010. All Site buildings have been removed and the Site is currently vacant and mostly unpaved, with the exception of a small paved area along the southwestern boundary.

Strata Inc. conducted Phase I Environmental Site Assessments in 2008 and 2010, which identified bulk storage of agricultural chemicals and a small heating oil underground storage tank in the eastern area of the Site as recognized environmental conditions (Strata Inc. 2008 and 2010).

In late 2015 and early 2016, TerraGraphics implemented remedial actions, including excavation, groundwater extraction system installation (Figure 2), and sodium lactate amendment injections (TerraGraphics 2016). The groundwater extraction system, which has been operating since February 2016, consists of three wells (EW-1, EW-2, and EW-3), each equipped with a dedicated 12-volt submersible pump which recovers groundwater from the well and discharges it into the City of Moscow (City) sanitary sewer (Figure 3). TerraGraphics designed the extraction system to remove nitrate- and ammonia-impacted groundwater and prevent it from migrating off the Site.

Section 3.0 Groundwater Extraction System Components

The groundwater extraction system components include: Three Grundfos® submersible pumps (one in each well), 1-inch diameter discharge piping, an inline flow meter for each well, electrical junction box, and electrical breaker control. All discharge piping and electrical wiring is buried approximately 2 feet below ground surface (bgs).

3.1 Extraction Wells

Field crews constructed the extraction wells (EW-1, EW-2, and EW-3) using 4-inch diameter poly-vinyl-chloride (PVC) with a screening interval from 10 to 15 bgs. The well-heads consist of 24 inch square flush mounted traffic-rated monuments with removable lids that provide access to the wells from the ground surface (Figure 3).

3.2 Pumps

The pumps used within the extraction wells are a submersible Grundfos® model SQ, SQE deployed to a depth of 12 feet bgs. Field crews secured the pumps with plastic coated support wiring that connect from the pump to the inside of the well plug. Each pump is deployed with the intake at approximately 12 feet bgs. Appendix A includes the manufacturer's information.

3.3 Electrical

The extraction well pumps are connected to an electrical junction box within the well vault. The electrical wiring is buried from each well vault through electrical conduit within a common trench to the above ground H-box located on the western edge of the site and connected to the electrical panel and meter. (Figure 3)

3.4 Discharge Piping

The extraction well pumps are connected to the City sewer stepping up from 1-inch PVC pipe from the well to 2-inch PVC pipe that enters into 8-inch stub to the sewer line. The piping is buried at a depth of approximately 2-feet bgs. At each well head, discharge piping is visible just below the ground surface within each well. The discharge piping includes a meter to measure flow as well as a shutoff valve prior to exiting the vault.

3.5 Control Box

An above ground meter socket and circuit breaker are located at the western edge of the property (Figure 3). The control box houses the three electrical connections, one for each pump. They are labeled showing what connection goes to each pump (Figure 2). The pumps are GFI protected and were installed by a licensed electrician with proper inspection. The pumps are turned on and off through the electrical breaker. TerraGraphics recommends consulting a licensed electrician when making any electrical modifications within the control box.

Section 4.0 Groundwater Extraction System Inspection

Each of the following system components require routine inspections. Inspections are required to ensure proper operation.

- **Pumps.** Inspect each of the three pumps monthly to confirm that they are operating according to the manufacturer's literature. If any of the three pumps are not operating properly and troubleshooting determines the pump(s) have failed, then the pump(s) will need to be replaced with the same model or similar.
- **Discharge tubing.** Inspect the discharge tubing from each well monthly to confirm that leaks have not formed that would compromise flow and insulation is intact to help prevent freezing during winter months. Also measure discharged flow from the well noting the day/time/flow rate.
- **Electrical.** Inspect the electrical control box monthly for signs of moisture, corrosion, or loose/disconnected wires.

Section 5.0 Groundwater Extraction System Maintenance

All equipment installed by TerraGraphics is designed to operate safely and properly. Equipment requiring specific instructions or manufacturer guidance manuals (Appendix A) were used by TerraGraphics in the fashion the manuals describe. Any unsolicited modifications made to the system may alter the performance and therefore affect the remedial action objectives.

5.1 Groundwater Extraction System Startup and Shutdown

All extraction system pumps can be stopped at the same time by flipping the circuit breaker switch to the "off" position. The circuit breaker panel is located next to the control box which is mounted on the "H-frame" panel located at the western edge of the property (Figure 3). Each well has its own circuit breaker. To turn the system on, flipped the desired well to the "on" position. Prior to startup, however, the pumps should be checked to ensure they are deployed 12 feet bgs.

5.2 Groundwater Extraction System Troubleshooting

To properly troubleshoot and fix the groundwater extraction system, personnel must be familiar with the components and operation.

- pumps:
 - Trouble: pumps not on
 - Possible reason:
 - System is turned off Pump has an internal failure
 - Pump has reached its operational life
 - Pump is not receiving power

See page 13 within Appendix A for more troubleshooting suggestions.

Section 6.0 Groundwater Monitoring

Groundwater monitoring activities are to be completed in accordance with the Site-specific Quality Assurance Project Plan (QAPP) (TerraGraphics 2015c). The monitoring frequency and monitoring well network shall be approved by IDEQ prior to initiation of this O&M Manual. TerraGraphics recommends that the Moscow URA seek an annual monitoring schedule for monitoring wells MW-3 and MW-6. The following summarizes the sampling procedures.

6.1 Measuring Groundwater Levels

- Measure depth to groundwater in monitoring wells with an electric water level indicator (Solinst® Water Level Meter or equivalent capable of measuring to 0.01 foot accuracy).
- Measure from the north side of the inside of the top of the PVC casing.
- Measure from the north side of the inside of top of the PVC casing a second time to confirm the first measurement. If measurement is not consistent within 0.01 foot, troubleshoot the situation and repeat the two measurements.
- Record the final depth to water on a groundwater sampling sheet. Appendix B includes an example groundwater sampling sheet for reference.
- Turn pumps off and allow system to rest 48 hours.
- Measure depth to groundwater in monitoring wells with an electric water level indicator (Solinst® Water Level Meter or equivalent capable of measuring to 0.01 foot accuracy).
- Measure from the north side of the inside of the top of the PVC casing.
- Measure from the north side of the inside of top of the PVC casing a second time to confirm the first measurement. If measurement is not consistent within 0.01 foot, troubleshoot the situation and repeat the two measurements.
- Record the final depth to water on a groundwater sampling sheet. Appendix B includes an example groundwater sampling sheet for reference.

6.2 Purging Monitoring Wells and Measuring Groundwater Quality Parameters

- Utilize new single-use tubing during each deployment.
- Purge the monitoring well using a low-flow peristaltic pump or similar.
- Adjust the flow until drawdown is less than 0.3 feet.
- If minimal drawdown cannot be obtained (<0.3 feet), purge at least three well volumes and sample after the monitoring well has recharged or after 2 hours has elapsed from the time the monitoring well was purged dry.

- Record drawdown, flow rate, and total volume purged on a groundwater sampling sheet.
- Calibrate and maintain instruments/equipment (multi-parameter meter and flow cell) used for the measurement of groundwater field parameters (temperature, pH, specific electrical conductance [SEC], dissolved oxygen [DO], and oxidation/reduction potential [ORP]) as recommended by the manufacturer, or as found in individual manuals (Orion Star™ or equivalent) to ensure accuracy within specified limits shown in Table 1.
- Measure water quality parameters in the field utilizing a multi-parameter meter (Orion Star™ or equivalent) and flow cell according to U.S. Environmental Protection Agency (USEPA) Low Stress (low flow) Purging and Sampling (USEPA 2010). Record the parameters on a groundwater sampling sheet (one sheet per well). Stabilization criteria are based on USEPA (2010) and Wilde (2008). Stabilization is determined by three consecutive readings at 5 minute intervals that are within the listed stabilization criteria in Table 1.

Table 1. Stabilization Criteria with References for Water Quality Indicator Parameters

Parameter	Stabilization Criteria	Reference
pH	± 0.1	USEPA 2010; Wilde 2008
temperature	± 0.2°C or 3%	USEPA 2010; Wilde 2008
SEC	± 3%	USEPA 2010
ORP	± 10 mV	USEPA 2010; Wilde 2008
DO	± 10% for values >0.5 mg/L. If three DO values <0.5 mg/L, consider the value stabilized or ± 0.2 mg/L	USEPA 2010; Wilde 2008

Notes:

In general, the order of stabilization is pH, temperature, and SEC, followed by ORP, and DO.

DO = dissolved oxygen

mg/L = milligram per liter

mV = millivolt

ORP = oxidation-reduction potential

SEC = specific electrical conductance

- Containerize and store the investigation derived waste consisting of purge water on Site, and dispose of it at an appropriate facility once characterized by the laboratory.

6.3 Collecting Groundwater Samples

- Field parameters determine the stability of groundwater recharge of the monitoring well and ensure a groundwater sample is representative of the formation. If the well goes dry during the purge process and water quality parameters have not yet stabilized, allow the well to recharge such that sufficient volume is present to collect samples without the need for stabilization (USEPA 2010).

- If you cannot obtain minimal drawdown, purge at least three well volumes and collect samples after the well has recharged or after 2 hours has elapsed, whichever is first.
- Develop and sample the groundwater monitoring wells using American Society for Testing and Materials (ASTM) D-4448-01, Standard Guide for Sampling Ground-Water Monitoring Wells (ASTM 2013).
- Double-bag and place all samples on ice in a cooler immediately after collection and hold the samples under chain of custody for shipment.

6.4 Chemically Analyzing Groundwater Samples

Analyze groundwater samples for ammonia by Standard Method (SM) 4500-NH₃ (SM 1997), and for nitrate by USEPA Method 300.0 (USEPA 1993).

6.5 Quality Assurance/Quality Control

Collect and analyze samples in accordance with the QAPP (TerraGraphics 2015c) to achieve the Quality Assurance/Quality Control (QA/QC) objectives. The following provides a summary of these QA/QC samples.

6.5.1 Laboratory QA/QC

The laboratory will perform QA/QC analysis including laboratory method blanks, laboratory control samples (LCS) or matrix spike (MS) samples, and laboratory control sample duplicates (LCSDs) or matrix spike duplicates (MSDs) to measure accuracy and precision/bias of the samples. The QAPP specifies the acceptance criterion for these analyses (TerraGraphics 2015c).

Section 7.0 Reporting

Generate and deliver one annual report to IDEQ, which will note laboratory analytical data, field activities, observations, and results for each semi-annual monitoring event occurring within the year (one annual report per two monitoring events). At a minimum, the report will contain the following:

- Sampling dates
- O&M Site visit summary
- Water level measurements
- Water quality parameter data
- Nitrate and ammonia concentration data compared to applicable cleanup goals
- Groundwater gradient map
- QA/QC data validation

Section 8.0 References and Resources Used

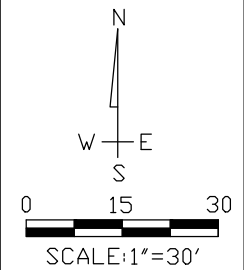
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LEGEND:

- Approximate Site Boundary
- MW-1 Existing Monitoring Well
- MW-4 Destroyed Monitoring Well
- IW-1 Injection Well
- EW-1 Extraction Well



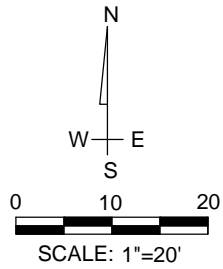
W. 6th St.

S. Jackson St.

GW flow
direction

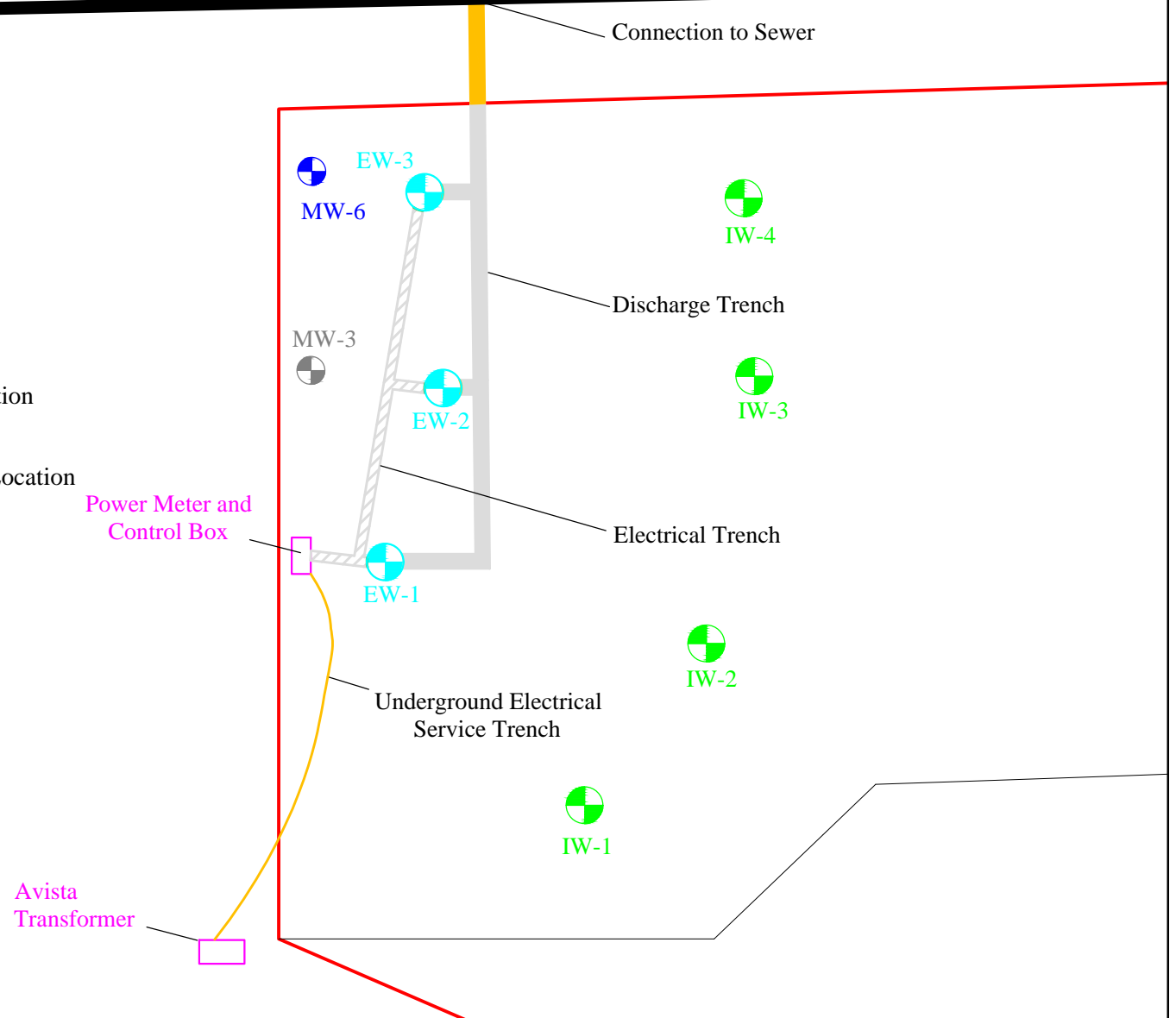
W. 6th St.

City Sewer



LEGEND

- Approximate Property Boundary
- MW-4 TetraTech Monitoring Well Location
(May 2013)
- MW-6 TerraGraphics Monitoring Well Location
(Dec 2014)
- Discharge Trench
- Electrical Trench
- IW-3 Injection Well
- EW-3 Extraction Well



TerraGraphics
Environmental Engineering, Inc.
www.TerraGraphics.com

PRINT DATE:
Feb. 10, 2017
PROJECT NUMBER:
15148

PROJECTION:
UTM NAD 83, Zone 11N
PROJECT MANAGER:
J. Munkers
CARTOGRAPHER:
M. Studer

PROJECT NAME:
City of Moscow Brownfields
6th and Jackson

FIGURE 5

Groundwater Extraction
System Layout

Appendix A
Groundwater Extraction System Components and Manufacturer's Literature

GRUNDFOS INSTRUCTIONS

SQ, SQE

Installation and operating instructions

US F E



BE > THINK > INNOVATE >

GRUNDFOS 

CONTENTS

1.	General description	4
1.1	Applications	4
2.	Preinstallation	4
2.1	Well preparation	4
2.2	Make sure you have the right pump	4
2.3	Pumped liquid requirements	4
2.4	Liquid temperatures/cooling	4
2.5	Motor preparation	5
2.6	Refilling of motor liquid	5
3.	Installation positions	5
3.1	Positional requirements	5
4.	Electrical connection	6
4.1	General	6
4.2	Motor protection	6
4.3	Connection of motor	6
5.	Cable sizing	7
6.	Splicing the cable	7
7.	Fitting the cable guard	7
8.	Piping	7
9.	Installing the pump	8
9.1	Installation depth	8
10.	Generator operation	8
11.	Starting the pump for the first time	8
11.1	Motor cooling and other considerations	8
11.2	Impurities in the water	9
11.3	Minimum flow rate	9
11.4	Built-in functions	9
11.5	Resetting the pump	9
11.6	MS 3 motors	9
11.7	MSE 3 motors	9
11.8	Maintenance and service	9
12.	Assembly of pump and motor	9
13.	Troubleshooting	10
13.1	Instruments not allowed	11
14.	Checking of motor and cable	11
15.	Environment	11
16.	Technical data	12
17.	Disposal	12

WARNING:



Prior to installation, read these installation and operating instructions. Installation and operation must comply with local regulations and accepted codes of good practice.

1. General description

The SQ/SQE is a 3 inch diameter deep well submersible pump mainly designed for the pumping of raw water in domestic water supply.

This manual is designed to assist in the proper set-up, installation and operation of these pumps.

1.1 Applications

Typical applications:

- residential housing
- small waterworks
- pressure boosting
- liquid transfer in tanks
- irrigation systems.

WARNING: This pump has not been investigated for use in swimming pool or marine areas.

2. Preinstallation

2.1 Well preparation

If the pump is to be installed in a new well, the well should be fully developed and bailed or blown free of cuttings and sand.

The construction of the Grundfos SQ/SQE submersibles makes them resistant to abrasion; however, no pump made of any material can forever withstand the destructive wear that occurs when constantly pumping sandy water.

If this pump is used to replace an oil-filled submersible or oil-lubricated line-shaft turbine in an existing well, the well must be blown or bailed clear of oil.

2.2 Make sure you have the right pump

Determine the maximum depth of the well and the drawdown level at the maximum pump capacity. Pump selection and setting depth should be made based on this data.

2.3 Pumped liquid requirements

Submersible well pumps are designed for pumping clear, cold water; free of air or gases. Decreased pump performance and life expectancy can occur if the water is not clear, cold or contains air or gases.

A check should be made to ensure that the installation depth of the pump will always be at least three feet below the maximum drawdown level of the well. The bottom of the motor should never be installed lower than the top of the well screen or within five feet of the well bottom.

CAUTION: This pump has been approved for pumping maximum 86°F water only.

2.4 Liquid temperatures/cooling

Figure 1 shows an SQ/SQE pump installed in a well. With the pump operating, figure 1 illustrates the following:

- Well diameter
- Pump diameter
- Temperature of pumped liquid
- Flow past the motor to the pump suction strainer.

Note: The well diameter must be at least 3 inches. If there is a risk that the motor will be covered by sediment, it is recommended the pump be placed in a flow sleeve. The motor should always be installed above the well screen.

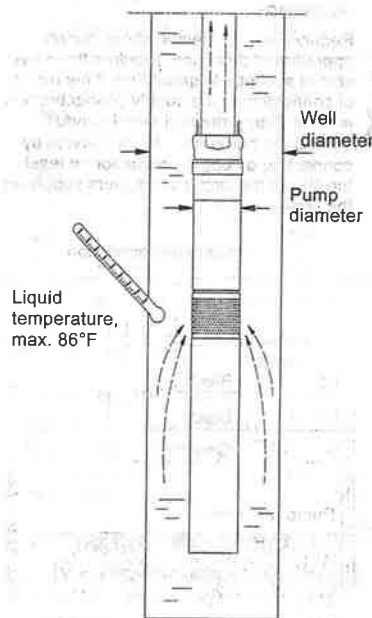


Fig. 1 Pump installed in well

2.5 Motor preparation

Grundfos MS 3 and MSE 3 submersible motors have water-lubricated slide bearings. No additional lubrication is required.

The submersible motors are factory-filled with a special Grundfos motor liquid, type SML 2 or SML 3, which will protect the motor liquid down to 4°F (-20°C) and prevent the growth of bacteria. The level of motor liquid is important for the operating life of the bearings and consequently the life of the motor.

2.6 Refilling of motor liquid

If for any reason the motor liquid has been drained or lost, the motor must be refilled with Grundfos motor liquid SML 2 or SML 3.

To refill the motor, proceed as follows:

1. Remove the cable guard and separate the pump end from the motor.
2. Place the motor in vertical position with an inclination of approximately 10°.
3. Remove the filling plug using a screwdriver or a similar tool.
4. Inject motor liquid into the motor with a filling syringe or similar tool, see fig. 2.
5. To allow possible air to escape, move the motor from side to side and turn the shaft.
6. Replace the filling plug and make sure it is tight.
7. Assemble pump end and motor.
8. Fit the cable guard.

The pump is now ready for installation.

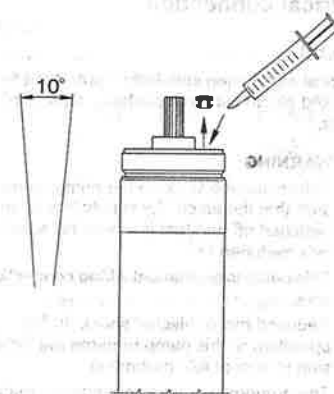


Fig. 2 Injecting motor liquid

3. Installation positions

3.1 Positional requirements

The pump is suitable for vertical as well as horizontal installation, however, the pump shaft must never fall below the horizontal plane, see fig. 3.

If the pump is to be installed horizontally, e.g. in a tank, and there is a risk that the pump might be covered by mud, it must be installed in a flow sleeve.

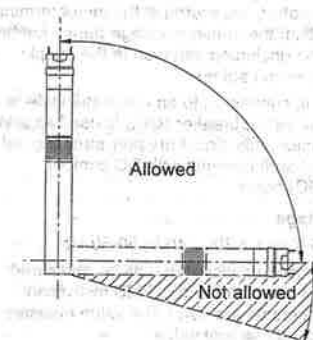


Fig. 3 Pump position

4. Electrical connection

4.1 General

The electrical connection should be carried out by an authorized electrician in accordance with local regulations.

WARNING:

Before starting work on the pump, make sure that the electricity supply has been switched off and that it cannot be accidentally switched on.

This pump is permanent wiring connection only.

Reduced risk of electric shock during operation of this pump requires the provision of acceptable grounding.

The grounding connection must be made by a copper conductor, at least the size of the circuit conductors supplying the pump. The pump must be connected to an external mains switch.

The pump must never be connected to a capacitor or to another type of control box than CU 300 or CU 301.

The pump must never be connected to an external frequency converter.

The supply voltage, rated maximum current and power factor (PF) appear on the motor nameplate.

The required voltage for Grundfos submersible MS 3 and MSE 3 motors, measured at the motor terminals, is $-10\%/+6\%$ of the nominal voltage during continuous operation (including variation in the supply voltage and losses in cables).

If the pump is connected to an installation where a Ground Fault circuit breaker (GFI) is used as additional protection, this circuit breaker must trip out when ground fault currents with DC content (pulsating DC) occur.

Supply voltage

1 x 100-115 V or 1 x 200-240 V, 50/60 Hz.

The current consumption can only be measured accurately by means of a true RMS instrument. If other instruments are used, the value measured will differ from the actual value.

The SQE pumps can be connected to a CU 300 or CU 301 control box.

4.2 Motor protection

The motor has built-in automatic thermal overload protection and requires no additional motor protection.

4.3 Connection of motor

The motor can be connected directly to the main circuit breaker.

Start/stop of the pump will typically be done via a pressure switch, see figs. 4 and 5.

Note: The pressure switch must be rated for the maximum amps of the specific pump.



WARNING:

Reduced risk of electric shock during operation of this pump requires the provision of acceptable grounding. If the means of connection to the supply connected box is other than grounded metal conduit, ground the pump back to the service by connecting a copper conductor, at least the size of the circuit conductors supplying the pump.

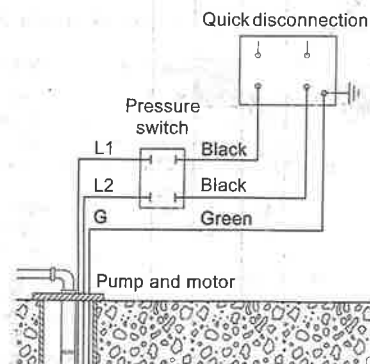


Fig. 4 Wiring diagram for 2-wire Grundfos motors (200-240 V)

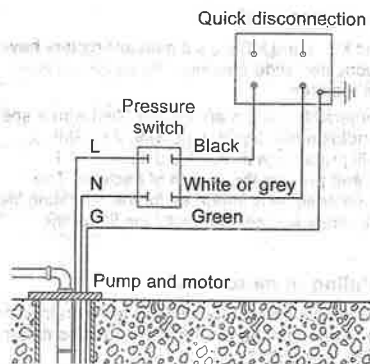


Fig. 5 Wiring diagram for single-phase Grundfos motors (100-115 V)

5. Cable sizing

Single-phase 60 Hz maximum cable length motor service to entrance:

Motor rating			Maximum lengths of copper wire in feet (9% voltage drop)						
Volts	hp	amps	14 AWG	12 AWG	10 AWG	8 AWG	6 AWG	4 AWG	2 AWG
115	0.5	12	140	220	360	550	880	1390	2260
230	0.5	5.2	640	1000	1660	2250	4060	—	—
230	0.75	8.4	400	620	1030	1580	2510	3970	—
230	1.0	11.2	300	460	770	1190	1890	2980	4850
230	1.5	12	280	430	720	1110	1760	2780	4530

Note: The values apply to 230 V, 60 Hz, and conform to the requirements stated in the National Electrical Code Book.

Note: Recommended maximum cable length between the SQE and the CU 300 or CU 301 control box = 650 ft.

6. Splicing the cable

Splice the drop cable with the motor cable.

The splice must be made carefully.

It is recommended to use a third-party-approved watertight junction box or splice connection.

7. Fitting the cable guard

To fit the cable guard, proceed as follows:

1. Make sure that the motor lead lies flat in the cable guard.
2. Place the cable guard in the groove in the cable plug. The two flaps must engage with the upper edge of the pump sleeve, see fig. 6.

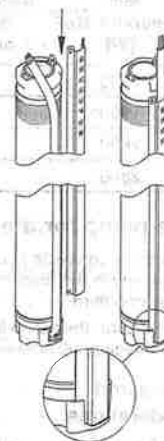


Fig. 6 Placing the cable guard

3. Fasten the cable guard to the pump suction strainer with the two self-tapping screws supplied, see fig. 7.

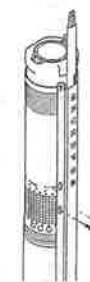


Fig. 7 Fitting the cable guard to the pump suction strainer

8. Piping

- The pump should only be gripped by the two flats at the top of the pump, see fig. 8.
- The pump can be installed vertically or horizontally. During operation, the pump must always be completely submerged in water.
- When plastic pipe is used, a stainless-steel safety wire is recommended for lowering and lifting the pump. Fasten the wire to the eyelet on the pump, see fig. 9.
- The threaded joints must be well cut and fit together tightly to ensure that they do not work loose.

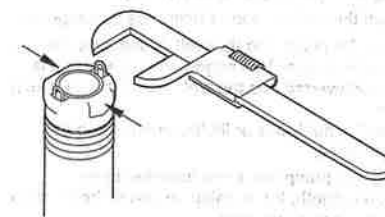


Fig. 8 Gripping the pump

9. Installing the pump

9.1 Installation depth

The dynamic water level should always be above the pump, see fig. 9.

A = Dynamic water level

B = Static water level

C = Minimum 3 inch well diameter

D = Drawdown

E = Installation depth below static water level.
Maximum 500 feet.

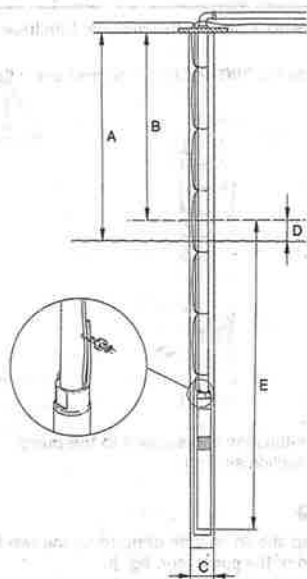


Fig. 9 Installation depth

Procedure

To install the pump, proceed as follows:

1. Attach the enclosed data plate sticker at the well head.
2. Check the well for proper clearance. The well must be at least 3 inches in diameter. It is a good idea to check the well for clearance using a plumb ring (2.95 ϕ x 10 in.).
3. Attach the first section of riser pipe to the pump.
4. Lower the pump into the well. Make sure the motor cable is not damaged when the pump is lifted or lowered into the well, especially in 3 inch wells.
Note: Do not lower or lift the pump using the motor cable.
5. When the pump has been installed to the required depth, the installation should be finished by means of a well seal.
Note: that the dynamic water level should always be above the pump.

6. Loosen the safety wire so that it becomes unloaded and lock it to the well seal using a cable clamp.

7. Complete the electrical connections.

Note: The pump must never be connected to a capacitor or to another type of control box than CU 300 or CU 301.

Installation depths

Maximum installation depth:
500 feet below the static water level.

Minimum installation depth:
1.75 feet below the dynamic water level.

Vertical installation

During start-up and operation, the pump must always be completely submerged in water.

Horizontal installation

The pump must be installed at least 1.75 feet below the dynamic water level.

If there is a risk that the pump might be covered by mud, the pump must always be placed in a flow sleeve.

Note: Do not lower or lift the pump using the motor cable.

10. Generator operation

It is safe to operate the SQ/SQE with a generator.

The generator must be sized 50% above the P_1 (input power) values of the pump. See the following table.

Motor [hp]	Min. generator size [W]	Recommended generator output [W]
0.5	1200	1500
0.75	1900	2500
1.0	2600	3200
1.5	2800	3500

11. Starting the pump for the first time

When the pump has been connected correctly, the pump should be started with the discharge valve closed approximately one third.

Due to the soft start feature, the pump takes approximately 2 seconds to develop full pressure.

11.1 Motor cooling and other considerations

- Make sure the well is capable of yielding a minimum quantity of water corresponding to the pump capacity.
- Do not start the pump until it is completely submerged in the liquid.
- As the valve is being opened, the drawdown should be checked to ensure that the pump always remains submerged.

- To ensure the necessary cooling of the motor, the pump should never be set so low that it gives no water.

If the flow rate suddenly falls, the reason might be that the pump is pumping more water than the well can yield. The pump must immediately be stopped and the fault corrected.

11.2 Impurities in the water

If there are impurities in the water, the valve should be opened gradually as the water becomes clearer. The pump should not be stopped until the water is clean, otherwise the pump parts and the check valve may become clogged.

When the water is clean, the valve should be fully opened.

11.3 Minimum flow rate

To ensure the necessary cooling of the motor, the pump flow rate should never be set to a value lower than 0.2 gpm.

If the flow rate suddenly falls, the reason might be that the pump is pumping more water than the well can yield. The pump must immediately be stopped and the fault corrected.

WARNING: The pump's dry-running protection is effective only within the recommended duty range of the pump.

Note: Do not let the pump run against a closed discharge valve for more than 5 minutes. When the discharge valve is closed, there is no cooling flow and there is a risk of overheating in motor and pump.

11.4 Built-in functions

The motor incorporates an electronic unit which functions as follows:

- In case of overload, the built-in overload protection will stop the pump for 5 minutes. After that period, the pump will attempt to restart.
- If the pump has been stopped as a result of dry running, it will start automatically after 5 minutes.
- If the pump is restarted and the well has not recovered, the pump will stop after 30 seconds.

11.5 Resetting the pump

Switch off the electricity supply for 1 minute.

11.6 MS 3 motors

Note: All MS 3 motors are factory-set to detect dry-running conditions.

Check that the combination of pump and motor corresponds to the data on page 35.

11.7 MSE 3 motors

Note: All MSE 3 motors are factory-set to detect dry-running conditions. However, if the maximum pump speed setting is changed, the dry-running stop value must also be changed. Please refer to either the CU 300 or CU 301 I&O for instructions on this procedure.

11.8 Maintenance and service

The pumps are normally maintenance-free.

Deposits and wear may occur.

For that purpose, service kits and service tools are available from Grundfos.

The pumps can be serviced at a Grundfos service center.

12. Assembly of pump and motor

To assemble pump end and motor, proceed as follows:

1. Place the motor horizontally in a vice and tighten it, see fig. 11.
2. Pull the pump shaft out to the position shown in fig. 10.

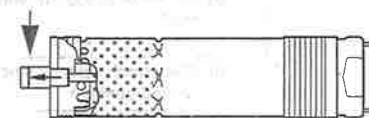


Fig. 10 Pump shaft position

3. Grease the motor shaft end with the grease supplied with the motor.
4. Screw the pump end on the motor (55 Nm).
Note: The pump shaft must engage with the motor shaft.
A spanner may be used on the clamping faces of the pump end, see fig. 11.
5. Fit the cable guard as described in section 7.

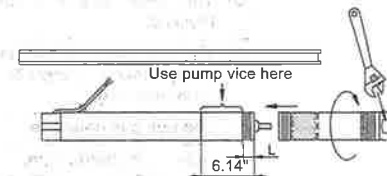


Fig. 11 Pump in vice

0.5 hp: L = 4.7"

0.75 hp: L = 4.0"

1.0 hp: L = 2.6"

1.5 hp: L = 2.6"

When pump end and motor have been assembled correctly, there must be no clearance between pump end and motor.

To disassemble, reverse procedure.

13. Troubleshooting

Fault	Cause	Remedy
1. The pump does not run.	a) The fuses are blown.	Replace the blown fuses. If the new fuses blow too, check the electrical installation and the drop cable.
	b) The GFI circuit breaker has tripped.	Reset the circuit breaker.
	c) No electricity supply.	Contact the electricity provider.
	d) The motor protection has cut off the electricity supply due to overload.	Check for motor/pump blockage.
	e) The drop cable is defective.	Repair or replace the pump/cable.
	f) Overvoltage has occurred.	Check the electricity supply.
2. The pump runs but gives no water.	a) The discharge valve is closed.	Open the valve.
	b) No water or too low water level in well.	Increase the installation depth of the pump, throttle the pump or replace it with a smaller capacity model.
	c) The check valve is stuck in its closed position.	Pull the pump and clean or replace the valve.
	d) The suction strainer is closed.	Pull the pump and clean the strainer.
	e) The pump is defective.	Repair or replace the pump.
3. The pump runs at reduced capacity.	a) The drawdown is larger than anticipated.	Increase the installation depth of the pump, throttle the pump or replace it with a smaller capacity model.
	b) The valves in the discharge pipe are partly closed/blocked.	Check and clean or replace the valves as necessary.
	c) The discharge pipe is partly choked by impurities (iron bacteria).	Clean or replace the discharge pipe.
	d) The check valve of the pump is blocked.	Pull the pump and clean or replace the valve.
	e) The pump and the riser pipe are partly choked by impurities (iron bacteria).	Pull the pump. Check and clean or replace the pump, if necessary. Clean the pipes.
	f) The pump is defective.	Repair or replace the pump.
	g) Hole in discharge pipe.	Check and repair the piping.
	h) The riser pipe is defective.	Replace the riser pipe.
	i) Undervoltage has occurred.	Check the electricity supply.
4. Frequent starts and stops.	a) The differential of the pressure switch between the start and stop pressures is too small.	Increase the differential. However, the stop pressure must not exceed the operating pressure of the pressure tank and the start pressure should be high enough to ensure sufficient water supply.
	b) The water level electrodes or level switches in the reservoir have not been installed correctly.	Adjust the intervals of the electrodes/level switches to ensure suitable time between the cutting-in and cutting-out of the pump. See installation and operating instructions for the automatic devices used. If the intervals between start/stop cannot be changed via the automatics, the pump capacity may be reduced by throttling the discharge valve.
	c) The check valve is leaking or stuck half-open.	Pull the pump and clean or replace the check valve.
	d) The supply voltage is unstable.	Check the electricity supply.
	e) The motor temperature is too high.	Check the water temperature.

13.1 Instruments not allowed

Note: The use of the following instruments is not allowed during troubleshooting.



Fig. 12 Instruments not allowed

Note: When measuring, use RMS instruments.

14. Checking of motor and cable

1. Supply voltage	<p>TM00 1371 5092</p>	<p>Measure the voltage L1 (RMS) between phase and L2. Connect the voltmeter to the terminals at the connections.</p> <p>The voltage should, when the motor is loaded, be within the range specified in section 4. <i>Electrical connection</i>. Large variations in supply voltage indicate poor electricity supply, and the pump should be stopped until the problem has been corrected.</p>
2. Current consumption	<p>TM00 1372 5082</p>	<p>Measure the current (RMS) while the pump is operating at a constant discharge head (if possible, at the capacity where the motor is most heavily loaded). For maximum current, see motor nameplate.</p> <p>If the current exceeds the full-load current, there are the following possible faults:</p> <ul style="list-style-type: none"> • Poor connection in the leads, possibly in the cable joint. • Too low supply voltage, see item 1.

15. Environment

During handling, operation, storage and transport, all environment regulations dealing with the handling of hazardous materials must be observed.

WARNING:



When the pump is taken out of operation, it must be ensured that no hazardous material is left in the pump and in the riser pipe, which can be injurious to persons and the environment.

16. Technical data

Supply voltage

1 x 100-115 V, 50/60 Hz, PE.
1 x 200-240 V, 50/60 Hz, PE.

Operation via generator

Recommended generator output must be equal to P_1 [kW] + 50% and minimum P_1 + 10%.

Starting current

The motor starting current is equal to the highest value stated on the motor nameplate.

Starting

Soft starting.

Run-up time

Maximum 2 seconds.

Power factor

PF = 1.

Service factor

0.5 hp: 1.85 at 115 V/240 V.
0.75 hp: 2.05 at 240 V.
1.0 hp: 2.25 at 240 V.
1.5 hp: 1.65 at 240 V.

Motor cable

3-Wire, RHW-2, 14 AWG XLPE.
Length: 5 feet.

Motor liquid

Type SML 2 or SML 3.

pH values

5 to 9.

Liquid temperature

The temperature of the pumped liquid must not exceed 86°F.

Discharge port

5 SQ/SQE: 1" NPT.
10-15 SQ/SQE: 1¼" NPT.
22-30 SQ/SQE: 1½" NPT.

Storage conditions

Minimum ambient temperature: 4°F.
Maximum ambient temperature: 140°F.

Freeze protection

Note: The motor must not be stored without being filled with motor liquid.

If the pump has to be stored after use, it must be stored on a frost-free location or it must be ensured that the motor liquid is frost-proof.

Motor dimensions

0.5 hp: 20.9" length x 2.68" diameter.
0.75 hp: 20.9" length x 2.68" diameter.
1.0 hp: 22.3" length x 2.68" diameter.
1.5 hp: 22.3" length x 2.68" diameter.

Motor weights

0.5 hp: 6.0 lbs.
0.75 hp: 7.1 lbs.
1.0 hp: 8.2 lbs.
1.5 hp: 8.2 lbs.

Pump end dimensions

Pump diameter: 2.68".
Pump diameter, incl. cable guard: 2.91".

Pump end dimensions (min. and max.)

5 SQ/SQE: 10.6" to 18.0".
10 SQ/SQE: 10.6" to 14.8".
15 SQ/SQE: 10.6" to 16.9".
22 SQ/SQE: 10.6" to 16.9".
30 SQ/SQE: 10.6" to 13.7".

Pump end weights (min. and max.)

All SQ/SQE models: 2.2 lbs to 3.5 lbs.

Well diameter

Minimum 3".

Installation depth

Maximum 500 feet below static water level.

17. Disposal

This product or parts of it must be disposed of in an environmentally sound way:

1. Use the public or private waste collection service.
2. If this is not possible, contact the nearest Grundfos company or service workshop.

GARANTIE LIMITÉE

Les produits fabriqués par GRUNDFOS PUMPS CORPORATION (Grundfos) sont couverts par une garantie à l'utilisateur initial à l'effet qu'ils sont exempts de vices attribuables aux matériaux et à la fabrication pour une période de 24 mois après la date d'installation, mais sans excéder une période de 30 mois après la date de fabrication. Selon les termes de cette garantie, la responsabilité de Grundfos se limitera à réparer ou à remplacer sans frais, à la discrétion de Grundfos et FAB de l'usine de Grundfos ou d'un poste de service autorisé, tout produit provenant de l'usine de Grundfos. Grundfos ne sera pas responsable des frais d'enlèvement, d'installation, de transport, ou de tous les autres frais pouvant être encourus dans le cadre d'une demande d'indemnité concernant la garantie. Les produits vendus, mais qui ne sont pas fabriqués par Grundfos, sont couverts par la garantie offerte par les fabricants de ces produits, et ils ne sont pas couverts par la garantie de Grundfos. Grundfos ne sera pas responsable de la détérioration des produits ou des produits endommagés dans les cas suivants : conditions d'utilisation anormales, accidents, abus, mauvais usage, modification ou réparation non autorisée, ou lorsque le produit n'a pas été installé conformément aux instructions écrites de Grundfos concernant l'installation et l'exploitation.

Pour obtenir un service selon les termes de cette garantie, vous devez retourner le produit défectueux au distributeur ou au fournisseur de produits Grundfos qui vous a vendu le produit, incluant la preuve d'achat et la date d'installation, la date de la défaillance, et les informations concernant l'installation. Sauf disposition contraire, le distributeur ou le fournisseur contactera Grundfos ou un poste de service autorisé pour obtenir les instructions. Tout produit défectueux doit être retourné "fret payé à l'avance" à Grundfos ou à un poste de service. Les documents décrivant la demande d'indemnité aux termes de la garantie et/ou une autorisation de retour de marchandise doivent être inclus si exigé.

GRUNDFOS NE SERA PAS RESPONSABLE DES DOMMAGES INDIRECTS OU CONSÉCUTIFS, DES PERTES, OU DES FRAIS DÉCOULANT DE L'INSTALLATION, L'UTILISATION, OU DE TOUTE AUTRE CAUSE. IL N'EXISTE AUCUNE GARANTIE EXPRESSE OU IMPLICITE, INCLUANT LA QUALITÉ MARCHANDE OU L'ADAPTATION À UNE FIN PARTICULIÈRE, QUI OUTREPASSE LES GARANTIES DÉCRITES OU RÉFÉRENCÉES CI-DESSUS.

Certaines juridictions ne permettent pas l'exclusion ou la limitation des dommages indirects ou consécutifs, et certaines juridictions ne permettent pas de limiter la durée des garanties implicites. Il est donc possible que les limitations ou que les exclusions mentionnées précédemment ne s'appliquent pas à vous. Cette garantie vous accorde des droits légaux spécifiques, et vous pouvez également avoir d'autres droits qui varient d'une juridiction à l'autre.

Appendix B

Example Groundwater Sampling Sheet

GROUNDWATER SAMPLING RECORD							
NOTE: Information must be filled in for all gray highlighted cells. All other cells are optional info.							
Project:				Well Number:			
Project Number:				Sample Number:			
Location:				Weather:			
Date:				Sampler(s):			
Depth to Bottom (ft):				Purge Time:			
Depth to Water (ft):				Purge Method:			
DTB-DTW (ft):				Purge Flow Rate (ml/min):			
Drawdown once stabilized (feet):				Total Purge Volume:			
Conversion Factors (height x factor=vol)	3/4" diameter 0.023	1" diameter 0.041	1 1/2" diameter 0.092	2" diameter 0.163	4" diameter 0.652	8" diameter 2.611	
GROUNDWATER DATA							
Purged Volume (gal)	Time	pH	Cond (____/cm)	Temp (°C)	Dissolved Oxygen		ORP (mV)
					mg/L	%	
Sampling Date:			Sampling Method:			Time Sampled:	
Container (circle one)	Volume (ml) (circle one)		Preservative (circle one)			# Containers	Other
Poly, Glass	40, 100, 125, 250, 500, 1,000		Hcl, nitric, NaThio, MeoH, none				
Poly, Glass	40, 100, 125, 250, 500, 1,000		Hcl, nitric, NaThio, MeoH, none				
Poly, Glass	40, 100, 125, 250, 500, 1,000		Hcl, nitric, NaThio, MeoH, none				
Poly, Glass	40, 100, 125, 250, 500, 1,000		Hcl, nitric, NaThio, MeoH, none				
Poly, Glass	40, 100, 125, 250, 500, 1,000		Hcl, nitric, NaThio, MeoH, none				
Poly, Glass	40, 100, 125, 250, 500, 1,000		Hcl, nitric, NaThio, MeoH, none				
Poly, Glass	40, 100, 125, 250, 500, 1,000		Hcl, nitric, NaThio, MeoH, none				
Poly, Glass	40, 100, 125, 250, 500, 1,000		Hcl, nitric, NaThio, MeoH, none				
Duplicate Sample Number:							
Notes:							
Stabilization Criteria							
Temperature ± 0.2°C		pH = ± 0.1°			DO = ± 10% or 0.2 mg/L		
Turbidity = ± 10%		SEC = ± 3%			ORP = ± 5.0 mV		
Drawdown Criteria = <0.3 feet							

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Escrow Agreement") is entered into and effective as of this _____ day of _____, 2017 between the Moscow Urban Renewal Agency ("MURA"), and _____, as escrow agent ("Escrow Agent").

Whereas, MURA is the current owner of certain property located at 217 W. Sixth Street, Moscow, County of Latah, State of Idaho ("Property") in the City of Moscow, Idaho. MURA entered the property into Idaho's Voluntary Cleanup Program ("VCP"), administered by the Idaho Department of Environmental Quality ("the Department") to remediate environmental conditions caused by the historic operations on the property.

As part of the VCP, MURA developed and implemented a Remediation Work Plan to remediate the Property. The Remediation Work Plan included an operations and maintenance plan ("O & M Activities"), which requires MURA or the future owner of the site, to ensure that various components of the groundwater extraction and treatment system be inspected and maintained as necessary to prevent and minimize the off-site migration of the impacted groundwater. The O & M Activities are set forth in the Operations and Maintenance Plan ("O & M Plan") attached as Attachment "A" to this agreement. This Escrow Agreement has been incorporated into the Environmental Covenant which is recorded on the Property.

MURA has established this Escrow Agreement to provide financial assurances for the specific purpose of establishing a body of funds dedicated to defraying costs of the future operation and future maintenance associated with the O & M Activities in the event that no viable responsible party is available to ensure full compliance with the future operation and future maintenance.

AGREEMENT

In consideration of the foregoing recitals which are incorporated herein by this reference and the mutual promises set forth herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, MURA and Escrow Agent agree as follows:

1) DEFINITIONS

For purposes of this Escrow Agreement, the following terms shall have the definitions set forth below:

- a) "Escrow Fund" means the sum deposited in the Escrow pursuant to Section 2 below, as that amount may be increased by any interest income or other earnings.
- b) "O & M Costs" means those costs anticipated to be incurred in implementing the O & M Activities. An estimate of these costs are set forth in the spreadsheet attached as Attachment "B" to this Agreement.
- c) "Department" means the Idaho Department of Environmental Quality, or any successor governmental agency.

2) ESTABLISHMENT OF ESCROW

- a) MURA hereby irrevocably delivers and deposits with the Escrow Agent the sum of Five Thousand Two Hundred Sixty Dollars (\$5,260.00). The establishment of this Escrow Fund is based upon anticipated future costs, and equals the aforementioned amount being deposited. MURA has no obligation to deposit any additional funds into the Escrow Fund. MURA (or its assignee, as appropriate) retains no dominion or control over the Escrow Funds and has no right to the Escrow Funds, except as expressly provided in this Escrow Agreement.
- b) MURA hereby appoints the Escrow Agent as their escrow agent for the purposes set forth herein and the Escrow Agent hereby agrees to act as escrow agent and to hold, safeguard and disburse the Escrow Fund pursuant to the terms and conditions of this Escrow Agreement.

3) INVESTMENT OF FUNDS

During the term of this Agreement, the Escrow Fund shall be invested in the Local Government Investment Pool (“LGIP”), or similar FDIC-insured investment offered by the Escrow Agent, unless otherwise instructed in writing by MURA (or its assignee as appropriate) and as shall be acceptable to the Escrow Agent. LGIP’s rates of compensation may vary from time to time based upon market conditions. Instructions to make any other investment (“Alternative Investment”) must be in writing and shall specify the type and identity of the investments to be purchased and/or sold, provided that any Alternative Investment be in a Federally-insured account. The Escrow Agent is hereby authorized to execute purchases and sales of investments through the facilities of its own trading or capital markets operations or those of any affiliated entity.

The Escrow Agent or any of its affiliates may receive compensation with respect to any Alternative Investment directed hereunder including without limitation charging any applicable MURA fee in connection with each transaction. MURA (or its assignee, as appropriate) recognizes and agrees that the Escrow Agent will not provide supervision, recommendations or advice relating to either the investment of moneys held in the Escrow Fund or the purchase, sale, retention or other disposition of any investment described herein. The Escrow Agent shall not have any liability for any loss sustained as a result of any investment in an investment made pursuant to the terms of this Agreement or as a result of any liquidation of any investment prior to its maturity or for the failure of MURA (or its assignee, as appropriate) to give the Escrow Agent instructions to invest or reinvest the Fund. The Escrow Agent shall have the right to liquidate any investments held in order to provide funds necessary to make required payments under this Agreement.

4) RELEASE OF ESCROW FUNDS

The Escrow Agent will hold the Escrow Fund in its possession until authorized hereunder to deliver the Escrow Fund or any specified portion thereof as follows:

The funds subject to this Escrow Agreement shall be available to the Department for uses for implementing the O & M Activities solely upon documented determination by the Department that no viable responsible party is available to ensure full compliance with the future operation and future maintenance of the engineering controls specified in the Environmental Covenant. A signed writing from authorized personnel of the Department attesting to the fulfillment of this condition must accompany any written demands for payment to draw upon the funds subject to this Escrow Agreement.

All drafts or demands for payment to draw upon funds subject to this Escrow Agreement shall be accompanied by a written statement, signed and dated by authorized personnel of the Department, attesting as follows:

"The undersigned, an authorized representative of the Idaho Department of Environmental Quality hereby certifies that: (A) the amount of the accompanying draft drawn under Escrow Agreement No. ### represents a request for payment of invoice(s) which have been presented to MURA for payment and which nonetheless remain past due and unpaid for a period of ninety (90) days; (B) copies of the unpaid invoice(s) which are to be defrayed by this drawing are attached hereto, as exhibits; and: (C) the unpaid invoice(s) which are to be defrayed by this drawing were incurred as costs of the operation and maintenance associated with the engineering controls specified in the Environmental Covenant."

This statement, and its required supporting documentation, shall be deemed to satisfy both the requirements for release of escrow funds.

5) TERMINATION OF ESCROW

This Escrow Agreement shall terminate upon the date on which the value of the Escrow Fund has been reduced to zero. Except as provided in the immediately preceding sentence, MURA or its assigns shall have no right to revoke or terminate this Escrow Agreement.

6) DISPUTE RESOLUTION

Prior to any submittal to the Escrow Agent, the Department and MURA (or its assignee, as appropriate), shall use their best efforts to informally resolve any dispute regarding approval of the Request for Payments. Upon resolution of any such dispute, MURA (or its assignee, as appropriate) will submit a Request for Payment, to the Escrow Agent and the Escrow Agent shall release the funds requested.

MURA (or its assignee, as appropriate) shall not make any request for release of funds to the Escrow Agent until such dispute is resolved. Any dispute that cannot be resolved informally between MURA (or its assignee, as appropriate) and the Department may be subject to review under IDAPA §§ 58.01.23. et.seq. Escrow Agent shall release funds based on the express terms of the written determination or written settlement between the Department and MURA (or its assignee, as appropriate).

7) INCAPACITY PRIOR TO TERMINATION

If MURA (or its assignee, as appropriate): (a) is found by a court of law to have failed to perform its obligations to complete the O & M Activities; (b) files for bankruptcy protection and is unable or unwilling to complete the O & M Activities; (c) is subject to a receivership due to insolvency and is unable or unwilling to complete the O & M Activities; or (d) otherwise refuses to perform O & M Activities, then the Department shall have the right, but not the obligation, to take all actions necessary or appropriate to perform the approved O & M Activities and to be reimbursed for all such reasonable expenses and costs from the Escrow Fund. After submitting written proof to the Escrow Agent of MURA's (or its assignee's, as appropriate) incapacity as set forth by any of the conditions precedent outlined in (a)-(d) above, the Department shall be permitted to submit invoices on an as-needed basis to make withdrawals from the Escrow Fund, but only if such withdrawals are reasonably necessary for the purpose of performing O & M Activities. To demonstrate that such requests for withdrawals are reasonably necessary for the purpose of performing O & M Activities, the Department shall only be required to provide the Escrow Agent a brief written statement accompanying any request for payment setting forth the justification for its request.

8) DUTIES OF ESCROW AGENT

- a) Escrow Agent's duties hereunder are limited to the safekeeping of the Escrow Fund in compliance with MURA's (or its assignee's, as appropriate) written directions on investment and the terms of this Escrow Agreement. MURA (or its assignee, as appropriate) acknowledges that the Escrow Agent is acting solely at its request and for its convenience and the Escrow Agent shall not be deemed to be the agent or trustee of any party hereto in respect of the escrow herein referred to, and the duties of the Escrow Agent hereunder are purely ministerial or mechanical in nature and shall not give rise to any fiduciary obligation to any party hereto.
- b) Escrow Agent shall not be liable to any party hereto for any error in judgment or for any act or omission on its part in respect of the escrow herein referred to unless such error in judgment, act or omission is made, taken or suffered in bad faith or involves gross negligence or willful misconduct.
- c) Escrow Agent shall be entitled to rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity of the service thereof. Escrow Agent may act in reliance upon any instrument or signature believed by it to be genuine and may assume that the person purporting to give receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so. Escrow Agent may conclusively presume that the undersigned representative of any Party hereto which is an entity other than a natural person has full power and authority to instruct Escrow Agent on behalf of that Party unless written notice to the contrary is delivered to Escrow Agent.
- d) The Escrow Agent may execute any of its powers and perform any of its duties hereunder

directly or through affiliates or agents and may consult with counsel, accountants, and other skilled persons to be selected and retained by it. Escrow Agent may act pursuant to the advice of its own legal counsel, outside legal counsel, accountants, or other persons with respect to any matter relating to this Escrow Agreement and shall not be liable for any action taken or omitted by it in good faith in accordance with such advice.

- e) Escrow Agent does not have any interest in the Escrow Fund deposited hereunder but is serving as escrow holder only and having only possession thereof. Any payments of income from this Escrow Fund shall be subject to withholding regulations then in force with respect to United States taxes. MURA (or its assignee, as appropriate) will provide Escrow Agent with appropriate Internal Revenue Service Forms W-9 for tax identification number certification, or non-resident alien certifications. This Section 8(e) and Section 8(b) shall survive notwithstanding any termination of this Escrow Agreement or the resignation of Escrow Agent.
- f) Escrow Agent makes no representation as to the validity, value, genuineness or the collectability of any security or other document or instrument held by or delivered to it.
- g) Escrow Agent (and any successor Escrow Agent) may at any time resign as such by delivering the Escrow Fund to any successor Escrow Agent designated by MURA (or its assignee, as appropriate) in writing, or to any court of competent jurisdiction, whereupon Escrow Agent shall be discharged of and from any and all further obligations arising in connection with this Escrow Agreement. The resignation of Escrow Agent will take effect on the earlier of (a) the appointment of a successor (including a court of competent jurisdiction) or (b) the day which is thirty (30) days after the date of delivery of its written notice of resignation to MURA (or its assignee, as appropriate). If at that time Escrow Agent has not received a designation of a successor Escrow Agent, Escrow Agent's sole responsibility after that time shall be to retain and safeguard the Escrow Fund until receipt of a designation of successor Escrow Agent or a written disposition instruction by MURA (or its assignee, as appropriate) hereto or a final non-appealable order of a court of competent jurisdiction. If MURA (or its assignee, as appropriate) fails to appoint a successor prior to the expiration of thirty (30) days following receipt of the notice of resignation or removal, the Escrow Agent may appoint a successor or petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon MURA (or its assignee, as appropriate). Any entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business may be transferred, shall be the Escrow Agent under this Escrow Agreement without further act.
- h) Notwithstanding the dispute resolution provisions in Section 6 above, in the event of any disagreement or conflicting demands resulting in adverse claims or demands being made in connection with the Escrow Fund or in the event that Escrow Agent is in doubt as to what action it should take hereunder, Escrow Agent shall be entitled to retain and refrain from taking any action and its sole obligation shall be to keep safely all property held in the Escrow Fund until such disagreement has been resolved, and the Escrow Agent has

received either (i) a final non-appealable order of a court of competent jurisdiction directing delivery of the Escrow Fund, or (ii) a written agreement executed by the MURA (or its assignee, as appropriate) directing delivery of the Escrow Fund, in which event Escrow Agent shall disburse the Escrow Fund in accordance with such order or agreement. Any court order shall be accompanied by a legal opinion by counsel for MURA (or its assignee, as appropriate) satisfactory to Escrow Agent to the effect that the order is final and non-appealable.

- i) The Escrow Agent shall be paid a fee in accordance with the attached fee schedule marked Attachment "C" for its services hereunder, and shall be reimbursed for reasonable expenses, disbursements and advances incurred or made by Escrow Agent in performance of its duties hereunder. Further, in the event of any dispute under this Escrow Agreement, Escrow Agent shall have a right to employ legal counsel to advise it and/or represent it in any suit or action, including an action in interpleader brought affecting the Escrow Fund and MURA (or its assignee, as appropriate) shall be liable to Escrow Agent for any reasonable and necessary attorney's fees and costs incurred by Escrow Agent. Escrow Agent shall invoice MURA for its fees as set forth in Attachment "C". The Escrow Agent shall not be entitled to set off and deduct any unpaid fees and/or non-reimbursed expenses from the amounts on deposit in the Escrow Fund.
- j) Should MURA (or its assignee, as appropriate) file for, or be forced into, bankruptcy prior to the satisfaction of the terms and conditions of this Escrow Agreement, any portion of the Escrow Fund remaining shall not be considered property of MURA's (or its assignee's, as appropriate) bankruptcy estate, but instead will be preserved for use by the Department's designee for purposes of performing the O & M Activities.
- k) Anything in this Escrow Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable for special, incidental, punitive, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

9) LIMITED RESPONSIBILITY AND INDEMNIFICATION

- a) This Escrow Agreement expressly sets forth all the duties of Escrow Agent with respect to any and all matters pertinent hereto. No implied duties or obligations shall be read into this Escrow Agreement against Escrow Agent. Escrow Agent shall not be bound by the provisions or chargeable with knowledge of any agreement entered by MURA (or its assignee, as appropriate) except this Escrow Agreement. This Escrow Agreement has been entered into in furtherance of this Remediation Work Plan between MURA and the Department. Escrow Agent shall not, by reason of its execution of this Escrow Agreement, assume or be deemed to have assumed any responsibility or liability for any transactions involving MURA (or its assignee, as appropriate) and the Department, other than for the performance of its obligations with respect to the disposition of the Escrow Fund in accordance with this Escrow Agreement.

- b) MURA (or its assignee, as appropriate) shall defend and save harmless the Escrow Agent and its affiliates and their respective successors, assigns, agents and employees (the “Indemnitees”) from and against any and all losses, damages, claims, liabilities, penalties, judgments, settlements, litigation, investigations, costs or expenses (including, without limitation, the fees and expenses of outside counsel and experts and their staffs and all expense of document location, duplication and shipment)(collectively “Losses”), arising out of or in connection with (i) the Escrow Agent's execution and performance of this Escrow Agreement, tax reporting or withholding, the enforcement of any rights or remedies under or in connection with this Agreement, or as may arise by reason of any act, omission or error of the Indemnatee, except in the case of any Indemnatee to the extent that such Losses are finally adjudicated by a court of competent jurisdiction to have been primarily caused by the gross negligence or willful misconduct of such Indemnatee, or (ii) its following any instructions or other directions, whether joint or singular, from MURA (or its assignee, as appropriate), except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof. The indemnity obligations set forth in this Section 8(b) shall survive the resignation, replacement or removal of the Escrow Agent or the termination of this Escrow Agreement.

10) OWNERSHIP FOR TAX PURPOSES

- a) MURA agrees that, prior to any action to administer the Escrow Fund to an account for the benefit of the Department for purposes of federal and other taxes based on income, MURA will be treated as the owner of the entire Escrow Fund and that MURA will report all income, if any, that is earned on, or derived from, the Escrow Fund as income in the taxable year or years in which such income is properly includable and pay any taxes attributable thereto. If MURA assigns its rights under this escrow agreement (pursuant to Section 11 below), the assignee of MURA's interests will be treated as the owner of the entire Escrow Fund under this Section. If a new account is opened for the benefit of the Department, then the Department shall be considered the owner under this Section. To the extent allowed by applicable law, MURA (or its assignee, as appropriate) it shall be entitled to deduct or setoff from any applicable tax returns any payments made from the Escrow fund, including any Remediation costs or expenses, during the tax period.
- b) The Escrow Agent shall report to the Internal Revenue Service, as of each calendar year-end, and to MURA (or its assignee, as appropriate) all income earned from the investment of any sum held in the Escrow Fund as and to the extent required under the provisions of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the “Code”), whether or not said income has been distributed during such year. The Escrow Agent shall have no responsibility for the preparation and/or filing of any tax or information return with respect to any transaction, whether or not related to the funds held in escrow that occurs outside the Escrow Fund.

11) ASSIGNMENT

The terms, provisions, covenants and conditions contained in this Escrow Agreement shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their

respective heirs, legal representatives, successors and assigns. Without limiting the foregoing, Escrow Agent may not assign its rights and obligations hereunder without MURA's (or, as appropriate, its assignee's) written consent, provided this shall not limit the rights of Escrow Agent (and any successor Escrow Agent) to resign in accordance with Section 8(g) above. MURA may not assign its rights and obligations under this Escrow Agreement without the Escrow Agent's approval, and anticipates assigning its rights and obligations under this Escrow Agreement to any future owner of the property to which the O & M Activities apply.

If MURA assigns any interest in the Escrow Fund, MURA shall provide notice to the Department and the Escrow Agent of the assignment. Further, MURA agrees to provide a copy of this Escrow Agreement to MURA's assignee. No person, firm, or corporation will be recognized by the Escrow Agent as a successor or assignee of any party hereto until the Escrow Agent is presented a copy of a written instrument demonstrating such succession or assignment and Escrow Agent has approved such assignee and proof that the successor or assignee has the obligation to complete the O & M Activities which is the subject of this Escrow Agreement. The provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

12) NOTICES

All notices, consents, waivers and other communications under this Escrow Agreement must be in writing and except for communications from MURA (or its assignee, as appropriate) setting forth, claiming, containing, objecting to, or in any way related to the transfer or distribution of funds, including but not limited to funds transfer instructions (all of which shall be specifically governed by Section 23 below), will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent electronically or by facsimile provided that a copy is contemporaneously mailed by certified mail, return receipt requested, or when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and facsimile numbers set forth below (or to such other addresses and telephone numbers as a Party may designate by written notice to the other Party):

On behalf of MURA:

Moscow Urban Renewal Agency
221 E. Second Street
Moscow, ID 83843
Facsimile: 208-883-7033

On behalf of Escrow Agent:

_____, Attn:

Facsimile:

With a courtesy copy to the Department at:

Derek Young
Voluntary Cleanup Program Manager
Idaho Department of Environmental Quality 1410 North Hilton
Boise, Idaho 83706

13) JURISDICTION; SERVICE OF PROCESS AND WAIVERS

Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Escrow Agreement may be brought in a court of competent Jurisdiction in the State of Idaho. To the extent that in any jurisdiction MURA (or its assignee, as appropriate) may now or hereafter be entitled to claim for itself or its assets, immunity from suit, execution attachment (before or after judgment), or other legal process, such party shall not claim, and it hereby irrevocably waives, such immunity. MURA (or its assignee, as appropriate) and the Escrow Agent further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Escrow Agreement.

14) COUNTERPARTS

This Escrow Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same original.

15) SECTION HEADINGS

The headings of sections in this Escrow Agreement are provided for convenience only and will not affect its construction or interpretation.

16) SEVERABILITY AND REPRESENTATIONS

If any part, term or provision of this Escrow Agreement should be found to be invalid or unenforceable by any applicable law, that part, term or provision shall be replaced by a provision which comes as close as possible to the intended result of the invalid provision, and the economic purpose thereof, and which is valid and enforceable. The invalidity or enforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

MURA represents, warrants and covenants that each document, notice, instruction or request provided to Escrow Agent shall comply with applicable laws and regulations. Where, however, the conflicting provisions of any such applicable law may be waived, they are hereby irrevocably waived by the parties hereto to the fullest extent permitted by law, to the end that this Escrow Agreement shall be enforced as written.

17) WAVIER

The rights and remedies of the MURA to this Escrow Agreement are cumulative and not alternative. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Escrow Agreement or the documents referred to in this Escrow Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

18) MODIFICATION

This Escrow Agreement or any portion thereof may not be waived, altered, amended, or supplemented except agreed to in writing executed by the Escrow Agent and agreed in writing executed by MURA's (or its assignee's as appropriate) authorized representatives and only after MURA (or its assignee, as appropriate) receives concurrence by the Department as to such amendments, waivers, alterations, or supplements.

19) GOVERNING LAW

This Escrow Agreement shall be governed by the laws of the State of Idaho.

20) SUCCESSORS AND ASSIGNS

No person, firm or corporation will be recognized by the Escrow Agent as a successor of any party hereto until there shall be presented to the Escrow Agent evidence satisfactory to it of such succession and accepted by the Escrow Agent. The provisions of this Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns. Except as provided in Section 7, nothing in this Escrow Agreement, whether express or implied, shall be construed to give to any person or entity other than the Escrow Agent and MURA's permitted successors and assigns any regal or equitable right, remedy, interest or claim under or in respect of this Escrow Agreement or any funds escrowed hereunder.

21) FORCE MAJEURE.

No party to this Escrow Agreement is liable to any other party for damages resulting from any breach of this agreement due to, or if it is unable to perform its obligations under the terms of this Escrow Agreement because of, acts of nature, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control.

22) COMPLIANCE WITH COURT ORDERS.

In the event that the Escrow Fund is attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Escrow Agreement, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction,

and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, entity, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

23) SECURITY PROCEDURES.

Notwithstanding anything to the contrary as set forth in Section 12, any instructions setting forth, claiming, containing, objecting to, or in any way related to the transfer or distribution of funds, including but not limited to any such funds transfer instructions that may otherwise be set forth in a written instruction permitted pursuant to Section 4, 5, 6, or 7 of this Escrow Agreement, may be given to the Escrow Agent only by confirmed facsimile and no instruction for or related to the transfer or distribution of the Escrow Fund, or any portion thereof, shall be deemed delivered and effective unless the Escrow Agent actually shall have received such instruction by facsimile at the number provided to MURA (or its assignee, as appropriate) by the Escrow Agent in accordance with Section 12.

In the event funds transfer instructions are received by the Escrow Agent by facsimile, the Escrow Agent is authorized to seek confirmation of such instructions by telephone call-back to the person or persons designated on Schedule 1 hereto, and the Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in a writing actually received and acknowledged by the Escrow Agent. If for any reason the Escrow Agent is unable to contact any of the persons designated on Schedule 1 attached hereto, it is understood and agreed by the Parties that the Escrow Agent's sole responsibility will be to retain such Escrow Funds and release them only upon the confirmation of the required telephone call-back procedures described in this Section 23. The Escrow Agent and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by MURA (or its assignee, as appropriate) to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank. The Escrow Agent may apply any of the Fund for any payment order it executes using any such identifying number, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. The parties acknowledge that the security procedures set forth in this Section 23 are commercially reasonable.

24) PATRIOT ACT DISCLOSURE.

Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the “**USA PATRIOT Act**”) requires the Escrow Agent to implement reasonable procedures to verify the identity of any person that opens a new account with it. Accordingly, MURA (or its assignee, as appropriate) acknowledges that Section 326 of the USA PATRIOT Act and the Escrow Agent’s identity verification procedures require the Escrow Agent to obtain information which may be used to confirm MURA’s (or its assignee’s, as appropriate) identity including without limitation name,

address and organizational documents (the “*identifying information*”). MURA (or its assignee, as appropriate) shall provide the Escrow Agent with and consent to the Escrow Agent obtaining from third parties any such identifying information required as a condition of opening an account with or using any service provided by the Escrow Agent.

IN WITNESS WHEREOF, MURA and the Escrow Agent have executed and delivered this Escrow Agreement as of the date first written above.

MURA

Moscow Urban Renewal MURA

Steve McGeehan, Chair

Date: _____

ESCROW AGENT

_____, _____

Date: _____