

BOARD *of* ADJUSTMENT



Joe Bazzoli
Commission Chair

~Agenda~

Leah Carlson
Staff Liaison

boa@ci.moscow.id.us

208.883.7095

<https://www.ci.moscow.id.us/354/Board-of-Adjustment>

**Wednesday
May 15, 2019**

7:00 PM

**Council Chambers
206 E 3rd Street**

Call to order

1. **Approval of Minutes from May 1, 2019**

ACTION: Approve minutes as presented; approve minutes with amendments; or provide staff further direction.

2. **Public Hearing: Proposal for a Conditional Use Permit at 1021 Harold Street – LUP2019-0012**

Renewal of the Conditional Use Permit for the Rotary Veteran's Memorial Pavilion Ice Rink located at the Latah County Fairgrounds property at 1021 Harold Street within the Medium Density Residential (R-3) Zoning District per Moscow City Code 4-3-4.

3. **Public Hearing: Proposal for a Variance waiving Paving Requirements at 1021 Harold Street – LUP2019-0013**

Renewal of the Variance to waive the paving requirements for the off-street parking lot serving the ice rink facility at 1021 Harold Street, as required by Moscow City Code 4-6-2(A)(3).

4. **Board Communications**

5. **Other Business**

Adjournment

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

BOARD of ADJUSTMENT



Joe Bazzoli
Commission Chair

~Meeting Minutes~
May 1, 2019

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The meeting was called to order at 5:42 PM

MEMBERS PRESENT: Joe Bazzoli, Chair; Marshall Comstock, Mark Monson, Tim Thomson

MEMBERS ABSENT: Annette Bieghler, Steve Bush, Laurene Sorensen,

STAFF IN ATTENDANCE: Leah Carlson, Anne Peterson

1. Approval of Minutes from April 24, 2019.

Monson moved approval of the minutes as presented.

RESULT:	ACCEPTED BY ACCLAMATION [UNANIMOUS]
MOVER:	Monson
SECONDER:	Thomson

2. Approval of Relevant Criteria and Standards for Property Located at located at 1723, 1733, and 1753 East F Street – LUP2019-0010

Monson moved approval of the Facts and Conclusions, Relevant Criteria and Standards as presented.

RESULT:	APPROVED BY ACCLAMATION [UNANIMOUS]
MOVER:	Monson
SECONDER:	Thomson

3. Board Communications

None.

Adjournment

The meeting adjourned at 5:43 pm.

Joe Bazzoli, Chair

Date

NOTICE OF PUBLIC HEARING

Proposals for Conditional Use Permit and Variance at 1021 Harold Street
Permit Applications LUP2019-0012 and LUP2019-0013

A public hearing at which you may be present and speak will be conducted before the Board of Adjustment of the City of Moscow at which time the following proposals will be considered:

1. Conditional Use Permit application to extend the previous CUP for Rotary Veteran's Memorial Pavilion Ice Rink for two more years until 2021.
2. Variance application to extend the approved variance allowing the delay in paving the parking lot for two more years until 2021.

HEARING DATE: Wednesday, May 15, 2019

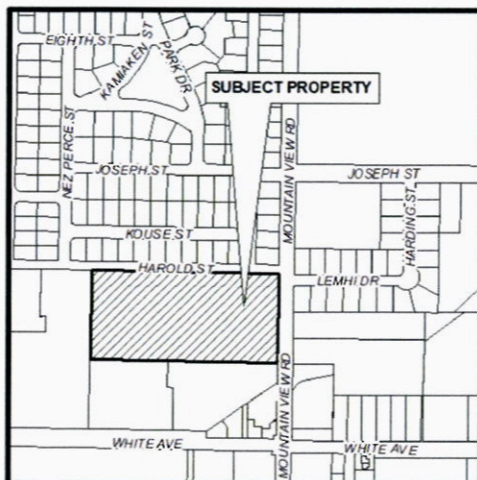
HEARING LOCATION: Council Chambers on the Second Floor of Moscow City Hall
206 East Third Street, Moscow, Idaho

MEETING TIME: 7:00pm

Note: Meeting start time is not necessarily indicative of hearing start time for the proposal advertised in this notice. Multiple hearings and/or agenda items may make it difficult to determine hearing start time, which could occur late in the meeting.

The file containing information on this matter is available for public review at the Community Development Department located in the Paul Mann Building at 221 East Second Street, Moscow, Idaho. Call 883-7035 to get a meeting agenda and further information about the matter.

Verbal testimony at the hearing is generally limited to three (3) minutes time. Minor amounts of written materials (less than two (2) pages) may be submitted to the hearing body at any time prior to the close of comments, as determined by the hearing body. More in-depth written materials require at least five (5) calendar days for review prior to the hearing. You may obtain further information about the public hearing process and procedures on the City's Website at: <http://id-moscow.civicplus.com/593/Public-Hearing-Notices>



Laurie Hopkins,
Moscow City Clerk


Anne Peterson, Deputy City Clerk

Publish: Saturday, April 27, 2019

**CITY OF MOSCOW
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

HEARING DATE: Wednesday, May 15, 2019

GENERAL INFORMATION

Hearing Body: Board of Adjustment

Subject: Renewal of the Conditional Use Permit for the Rotary Veteran's Memorial Pavilion Ice Rink and Variance extension request to waive the paving requirements for the off-street parking lot serving the ice rink facility located on the Latah County Fairgrounds property at 1021 Harold Street within the Medium Density Residential (R-3) Zoning District per Moscow City Code 4-3-4 & 4-6-2(A)(3)

Attachments:

1. Public Hearing Notice – published in the Moscow-Pullman Daily News on Saturday, April 27, 2019
2. Conditional Use Permit Application
 - a. Conceptual Site Plan & Images for Permanent Facility
 - b. Estimate of Probable Cost for Permanent Facility
 - c. Lease Agreement between Latah County & Rotary Veterans Memorial Pavilion
- C. Variance Permit Application

Prepared by: Leah Carlson, Planner I

STAFF REVIEW

Proposal: The Rotary Veteran's Memorial Pavilion, Inc., DBA Palouse Ice Rink, located at 1021 Harold Street, is requesting an extension of their existing Special Use Permit (SUP) and Variance from off-street parking lot paving requirements, as the organization's current permits are set to expire on June 28, 2019. Since this item was approved on June 28, 2016, the City has consolidated Special Use Permits (SUPs) and Conditional Use Permits (CUPs). Therefore, the applicant is currently requesting a CUP in order to extend the existing SUP.

The use of the Palouse Ice Rink is to remain the same as was described and approved with the previous SUP review. The Palouse Ice Rink operates from October through April with various ice related activities including ice skating, figure skating, hockey, curling, broomball, etc. Hours of operation for ice rink activities are limited from 6:15 a.m. to 11:00 p.m., Sunday through Thursday, and from 6:15 a.m. to 12:00 a.m., Friday and Saturday and days prior to recognized holidays. Hockey with sticks and pucks is limited from 8:00 a.m. to 10:00 p.m. daily. This condition applies only to the temporary facility. Music played over the public address system is limited from 9:00 a.m. to 9:00 p.m. daily. With this SUP review, the Palouse Ice Rink is requesting one change to the hours of operations for the four weekends that youth tournaments are hosted at the Moscow rink. The request is to allow hockey for youth players to begin at 7:00 a.m., one hour earlier than the current limitation, only on the four weekends when tournaments are held, a total of 8 days throughout the season (4 Saturdays, and 4 Sundays). After the ice is removed in April at the end of the season, the facility is rented out for various activities as requests are made by community members, including County Fair activities, plant sales, book sales, etc.

The Palouse Ice Rink has operated out of a temporary facility since the first SUP approval in December 2000. The current SUP was approved on June 28th, 2016 with a number of conditions, one that established an expiration date as follows:

“The applicant shall initiate construction of a permanent ice rink facility within three (3) years of approval of this SUP. Upon completion of the permanent ice rink facility, this SUP for the operation of the ice rink facility shall become perpetual and shall not expire. Should the applicant fail to initiate construction within three (3) years of this approval, this SUP shall be immediately terminated and all use of the subject ice rink facility shall cease.”

Although construction of a new permanent facility was not completed within the three-year period granted by the SUP approval, the applicant describes that significant efforts have been made towards planning, fundraising and acquiring assets for the future ice rink. Through this SUP request, the organization is asking for additional time to generate necessary funds for a permanent facility. The applicant indicates that an extension of the SUP approval for use of the temporary facility for another two (2) years will allow them enough time to obtain funding necessary to begin and/or complete construction of a new permanent facility.

In addition to the request for extension of the SUP for the ice rink use, the Palouse Ice Rink is requesting an extension of the variance from the off-street parking lot paving requirements for another two (2) years while the organization continues to operate in a temporary facility.

Background Information: The ice rink has historically been permitted as a public service and utility facility as it is in connection with the Latah County Fairgrounds. The fairgrounds and the ice rink have requested and received approval for various

land use actions since 2000. The history of these land use actions is described below.

December 13, 2000

The Planning & Zoning Commission approved an application for a SUP for the construction and operation of the Rotary Veteran's Memorial Pavilion Ice Rink, to expire May 26, 2003, (the same date that the Fairgrounds SUP was set to expire), with the following conditions:

1. Hours of operation shall be from 8:00 a.m. to 10:00 p.m. Sunday thru Thursday, and 8:00 a.m. to 11:00 p.m. Friday, Saturday and prior to recognized holidays;
2. Toilet facilities shall be made available on-site during all hours of operation;
3. Parking shall be improved to City standards by October 1, 2001; and
4. Outdoor lighting shall be full cut-off and directed away from residential uses.

Although no formal request was made by the County, also approved at this meeting was a SUP for the continuation of historical Fairground activities, as the previous SUP had expired May 26, 2000. This approval was set to expire in three years, on May 26, 2003, along with the Ice Rink SUP approval, and was subject to the terms of the 1999 application where there were no conditions of approval.

February 20, 2001

Council authorized Public Works Staff to produce a development agreement to delay the application of City standards for public improvements for a three year period, at which time the requirement of improvements were to be reviewed.

July 10, 2001

Agreement between City of Moscow, Rotary Club of Moscow and the Palouse Ice Rink Association in which the City would donate \$165,000 to the Ice Rink for the purchase of dasher boards, installation of a concrete slab around concrete footings and the installation of public improvements as well as the provision of public open ice time on behalf of the City.

October 10, 2001

The Planning & Zoning Commission approved an amendment to the Ice Rink SUP requesting extended hours to 6:15 a.m. to 11:00 p.m. Sunday thru Thursday, and 6:15 a.m. to 12:00 a.m. Friday, Saturday and prior to recognized holidays, with the following conditions:

1. Music shall not be played after 9:00 p.m. Sunday thru Thursday or after 10:30 p.m. Friday and Saturday; and
2. Conditions on the original SUP shall still be enforced (#2, #3, and #4 from the December 13, 2000, approval date).

May 10, 2002

Site visit conducted by staff indicated the condition from the 2000 SUP approval regarding parking improvements had not been met. A letter requesting a signed

agreement that the parking, as approved per the December 13, 2000 hearing, would be completed by December 13, 2005, was sent to the County Commissioners on May 20, 2002. This action aligned with the City Code section that allows for temporary surfacing of parking lots for a period not to exceed 5 years, at which time the parking lot must be paved (current City Code 4-6-5(A)(6)a).

June 20, 2002

An agreement was signed by the County Commissioners and Rotary Club President stating that the required parking lot improvements would be completed by December 13, 2005.

May 14, 2003

The Planning & Zoning Commission approved the renewal of the Fairgrounds with an expiration date five years from the date of approval, and approved the renewal of the Ice Rink SUP with an expiration date one year from the date of approval, with the following conditions:

1. The approval for the ice rink shall be for one year from the date of this approval;
2. Substantial completion of the proposed parking and access improvements shall be no later than two years from the date of this approval (Fairgrounds).
3. Curb cuts along Harold Street shall not exceed 30 feet in width and shall be no closer (centerline to centerline) than 100 feet (Fairgrounds);
4. Any new sanitary sewer connection to the recreational vehicle waste station must be sized by a licensed professional and be subject to all pertinent City Codes (Fairgrounds); and
5. The applicant shall conduct the operation of the fairgrounds facility in accordance with the submitted application and all oral testimony presented by the applicant during the public hearing.

The SUP application for the Fairgrounds included the Ice Rink use, but expiration dates for approval of each were separated due to the higher impact to the neighborhood that the ice rink has, the two uses have been heard as separate items ever since.

June 1, 2004

The Board of Adjustment approved a SUP renewal for the Ice Rink for one year (as requested) with the following conditions:

1. Broadcast music only allowed between 10:00 a.m. and 8:00 p.m. daily;
2. No adult hockey allowed (18 years and older); and
3. Operating hours to remain the same as per prior approval.

August 2, 2004

City Council heard an appeal (submitted by the applicant in disagreement with the restrictive conditions) of the Board of Adjustment decision made June 6, 2004. The Council amended the conditions as follows:

1. Broadcast music over the facility's PA system is allowed only between 9:00 a.m. and 9:00 p.m.;
2. The facility shall be used for the playing or practicing of hockey, with sticks or pucks, only between 9:00 a.m. and 9:00 p.m.; and
3. The hours of operation are not to be extended.

March 3, 2005

The Board of Adjustment approved an exception to condition #2 of the approved SUP, to extend the hours of hockey play to allow a hockey tournament for 8 to 10 year olds on March 4 thru March 6, 2005. Approval allowed extended play time for the specified event and dates with other conditions still standing.

October 27, 2005 (Ice Rink SUP renewal – previous permit expired June 2005)

The Board of Adjustment approved a SUP renewal for the Ice Rink, with an expiration date of 2 years from the date of approval, with the following conditions:

1. Operations of the ice rink shall be maintained in accordance with the provisions of the 2003 edition of the International Fire Code as adopted by the City of Moscow;
2. Frontage improvements, including the installation of a sidewalk along Harold Street, shall be completed as required by the Public Works Department no later than two years from the date of this SUP approval;
3. On-site parking improvements, as approved May 14, 2003, shall be completed to City standards no later than September 30, 2006, or the beginning of the next ice skating season, whichever comes later;
4. Further SUP's shall not be granted until condition 3, herein, is met;
5. Hours for broadcast music over the facility's PA system shall be limited from 9:00 a.m. to 9:00 p.m. daily;
6. Hours for practicing or playing hockey with sticks and/or pucks shall be limited from 9:00 a.m. to 9:00 p.m. daily;
7. The hours of operation are not to be extended from prior approval of 6:15 a.m. to 11:00 p.m. Sunday thru Thursday, and 6:15 a.m. to 12:00 a.m. Friday, Saturday and prior to recognized holidays;
8. Monitoring equipment shall be installed in the facility for recording and observing of activity and noise within the ice rink; and
9. Time for the practicing and playing of hockey are hereby extended from 9:00 p.m. to 10:30 p.m. on Friday and Saturday, and from 9:00 a.m. to 7:30 a.m. on Saturday and Sunday for the hockey tournaments to take place on the following dates: January 6-8, 2006, February 10-12, 2006, and March 3-5, 2006.

April 2, 2007

Latah County Commissioners issued a letter to Rotary Club of Moscow indicating their intent to not renew the ground lease after four (4) more years.

August 21, 2007 (Ice Rink SUP renewal – previous permit set to expire October 2007)

The Board of Adjustment approved a request for SUP renewal for the Ice Rink and a Variance to waive the requirement to pave the parking which was a condition of the previous SUP approvals. The requests were approved with an expiration date of four years. The SUP had the following conditions of approval:

1. Expiration of the SUP shall coincide with the termination of the current lease Rotary Club of Moscow has with Latah County that provides use through the 2010-2011 season; thus, this SUP shall expire July 31, 2011;
2. The hours of operation shall remain 6:15 a.m. to 11:00 p.m. Sunday through Thursday, and 6:15 a.m. to 12:00 a.m. Friday, Saturday and prior to recognized holidays;
3. Hours for practicing or playing hockey, with pucks and/or sticks, and broomball shall be limited to the hours of 8:00 a.m. to 10:00 p.m. daily; and
4. Hours for broadcast music over the facility's PA system shall be limited from 9:00 a.m. to 9:00 p.m. daily.

The Variance had the following conditions of approval:

1. The Variance approval shall be extinguished concurrently with the SUP approval on July 31, 2011;
2. The Variance shall not be applicable if the applicant should construct a permanent enclosed facility at which time paving and all other standards for a parking lot shall be imposed according to the Zoning Code; and
3. For the duration of this Variance approval, the temporary gravel parking lot must be maintained with a minimum of four (4) inches of three-quarter (3/4) inch minus crushed basalt rock gravel and shall be maintained reasonably dust free and free of ruts and holes as required by the Zoning Code.

May 13, 2008 (Fairgrounds SUP renewal – previous permit expired May 2008)

The Board of Adjustment approved a SUP renewal request for the Latah County Fairgrounds. The renewal request included a request to construct an addition to the Exhibit Building for storage and a request to determine that any principal permitted use allowed in the zoning district would be allowed without requiring an amendment to the SUP. The request was approved with the following conditions:

1. Approval for the uses of the Fairgrounds, as described in Exhibit A, shall be valid as long as the use of the property is operated as the County Fairgrounds and is owned by Latah County. Upon cessation of the Fairground use or upon sale of the Fairground property, uses of the site shall revert to permitted uses of the zoning district;
2. Any addition or expansion of a building that requires a building permit shall require an amendment to this SUP;

3. Sound amplification equipment shall not be used outdoors for commercial uses unless approved through SUP;
4. The White Avenue entrance shall be promoted as the main entrance to the Fairgrounds to direct traffic away from the Harold Street entrance;
5. The Harold Street entrance shall be maintained as a fire lane;
6. The Fairgrounds shall be maintained in a clean and attractive manner as to be compatible with the surrounding neighborhood. The Fair Board and management are responsible to maintain the grounds and control the users of the grounds to that end;
7. Uses and activities upon the Fairgrounds shall be located away from adjacent residential uses as much as reasonably possible in an effort to minimize potential impact upon the neighborhood; and
8. The proposed 20 by 60 foot addition to the exhibit building shall be utilized only for storage purposes, located at the southeast portion of the exhibit building, follow the roofline of the exhibit building, and be similar in appearance to the exhibit building as described in the application.

July 26, 2011 (Ice Rink SUP & Variance renewal – previous permit/variance set to expire July 31, 2011)

The Board of Adjustment approved a SUP renewal for the Ice Rink for continued use of the temporary facility and for a permanent facility to be constructed within five (5) years from the date of approval, requiring no additional SUP request for a permanent facility. The Board also approved a Variance request to waive the requirement to pave the parking lot. Both approvals included conditions. A new lease agreement was provided to the City at the time of this SUP and Variance request, allowing the Ice Rink to continue leasing the Latah County owned property through June 2014.

The SUP conditions of approval were as follows:

1. The SUP shall allow for the continued operation of the existing temporary facility so long as the applicant maintains a valid lease from Latah County to operate said ice rink facility subject to the limitations of condition #2 below;
2. The applicant shall initiate construction of a permanent ice rink facility within five (5) years of approval of this SUP. Upon completion of the permanent ice rink facility, this SUP for the operation of the ice rink facility shall become perpetual and shall not expire. Should the applicant fail to initiate construction within five (5) years of this approval, or fail to progress with the construction and completion of the permanent facility in a diligent and expedient manner, this SUP shall be immediately terminated and all use of the subject ice rink facility shall cease;
3. Hours of operation shall remain 6:15 a.m. to 11:00 p.m., Sunday through Thursday; 6:15 a.m. to 12:00 am, Friday and Saturday and prior to recognized holidays. This condition shall apply to the temporary facility only;

4. Hours for practicing or playing hockey, with pucks and/or sticks, and broomball shall be limited to the hours of 8:00 a.m. to 10:00 p.m. daily; and hours for broadcast music over the facility's PA system shall be limited from 9:00 a.m. to 9:00 p.m. daily. This condition shall apply to the temporary facility only;
5. The applicant shall install a sidewalk along Harold Street from the existing Fairground property entryway to Harold Street to the eastern most extent of the temporary ice rink facility and this sidewalk shall be complete by September 1, 2012; *
6. At the time of construction of the permanent facility the applicant shall install a Type 'C' buffer, including a four foot (4') solid fence along the northern boundary of the property adjacent to Harold Street to extend the full length of the parking area and facility development;
7. There shall be no direct access from the proposed permanent parking areas to Harold Street except for limited emergency vehicle access if deemed necessary;
8. Upon construction of the permanent facility, no off-street parking shall be located between the permanent ice rink facility and Harold Street; and
9. The proposed permanent facility shall meet all other applicable City Code requirements, including, but not limited to parking lot development standards.

The Variance to waive the requirement to pave the parking lot was approved with the following conditions:

1. The Variance approval shall only be valid for the duration of the operation of the existing temporary ice rink facility as allowed under SUP2011-05;
2. The Variance shall not be applicable if the applicant should construct a permanent enclosed facility at which time paving and all other standards for a parking lot shall be imposed according to the Zoning Code;
3. For the duration of this Variance approval, the temporary gravel parking lot must be maintained with a minimum of four (4) inches of three-quarter (3/4) inch minus crushed basalt rock gravel and shall be maintained reasonable dust free and free of ruts and holes as required by the Zoning Code.

* Condition number five (5) of the current SUP has been satisfied.

June 28, 2016 (Ice Rink SUP & Variance renewal – previous permit/variance set to expire July 26, 2016)

The Board of Adjustment approved a SUP renewal for the Ice Rink for continued use of the temporary facility and for a permanent facility to be constructed within three (3) years from the date of approval. The Board also approved a Variance request to waive the requirement to pave the parking lot. Both approvals included conditions. A new lease agreement was provided to the City at the time of this SUP

and Variance request, allowing the Ice Rink to continue leasing the Latah County owned property through July 2062.

The SUP conditions of approval were as follows:

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

The Variance conditions of approval were as follows:

1. The Variance approval shall be extinguished concurrently with the Palouse Ice Rink SUP approval, three (3) years from the date of approval;
2. The Variance shall not be applicable when the applicant constructs a permanent enclosed facility, at which time paving and all other standards for a parking lot shall be imposed according to the Zoning Code; and

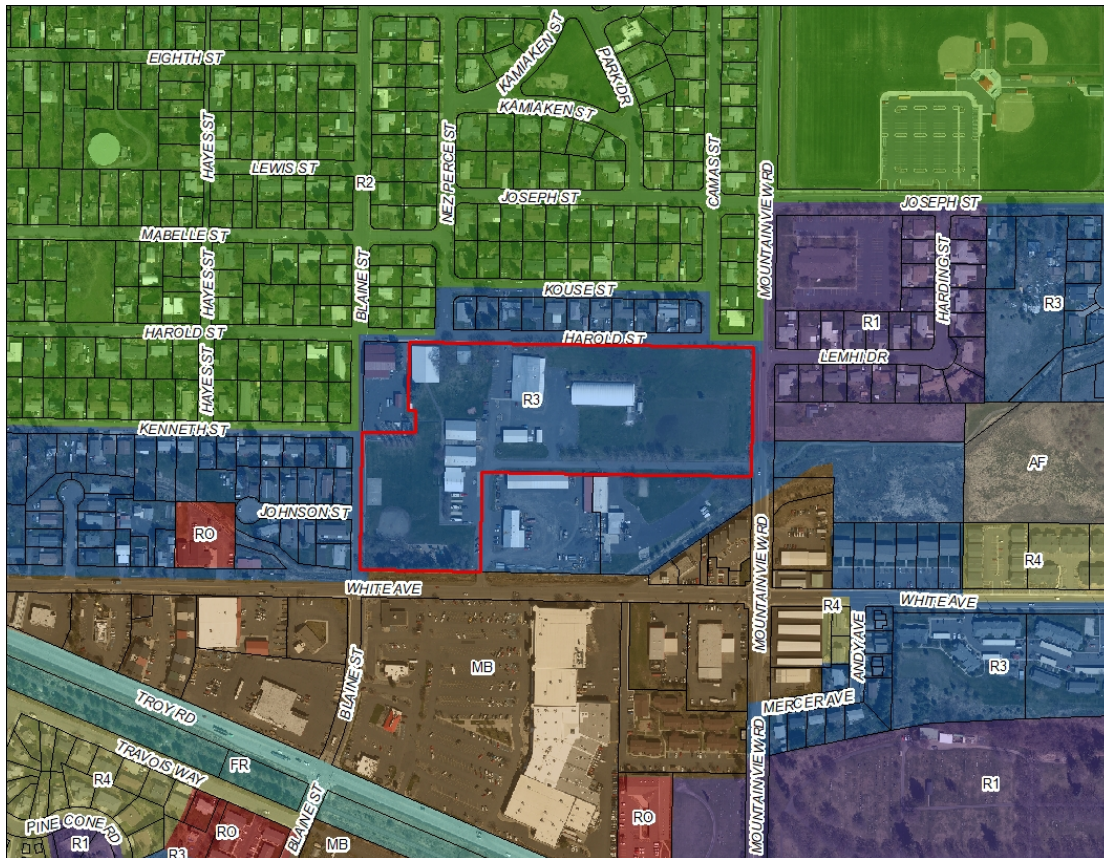
3. For the duration of this Variance approval, the temporary gravel parking lot must be maintained with a minimum of four (4) inches of three-quarter (3/4) inch minus crushed basalt rock gravel and shall be maintained reasonably dust free and free of ruts and holes as required by the Zoning Code.



Aerial

Zoning: The subject property is located within the Medium Density Residential (R-3) Zoning District. According to the Zoning Code 4-2-4(F): *"The R-3 Zoning District provides for an increase over the density allowed by the R-2 zoning district by permitting different types of housing construction. It is appropriate where activity levels are moderate, terrain permits construction of somewhat larger structures, and where public systems and neighborhood facilities can accommodate a greater intensity of land use as guided by the Comprehensive Plan."*

The R-3 Zone permits stadiums and sports arenas, which include ice rinks, as a conditional use within the zoning district. The Palouse Ice Rink has historically been permitted with a Special Use Permit in association with the fairgrounds use as it is located on the Latah County Fairgrounds property.



Zoning Map

Parking: Historically, the off-street parking requirement for the temporary ice rink facility has been 77 spaces. This is based on a determination made in 2001 when the use was established, with a requirement of 1 space per 125 square feet of ice rink area. The ice rink located within the temporary facility is approximately 60 feet by 160 feet (9,600 square feet). There is ample parking provided on the subject property to satisfy this requirement for the temporary facility.

The off-street parking requirement for a new permanent ice rink facility would be calculated based on the requirement for stadiums, sports arenas or similar open assembly areas; 1 space per 8 seats and 1 space for each 100 square feet of assembly space without fixed seats (Moscow City Code 4-6-2). When a new facility is proposed, the applicant will be required to provide the required number of off-street parking spaces on the subject property.

Design requirements for parking lots require that parking lots be paved. The Code previously allowed parking areas to be temporarily surfaced for a period not to exceed five (5) years with a minimum of 4 inches of three-quarter (3/4) inch minus crushed basalt rock gravel, by entering into a development agreement. Prior to the Palouse Ice Rink applying for and obtaining an approved variance from the paving requirement of the parking lot serving the ice rink use (initial approved variance in 2007), the organization was granted the deferral of parking lot paving requirements

and the parking area was allowed to be temporarily serviced for five (5) years. Continuation of a temporarily surfaced parking lot requires approval of the extension of the variance from the parking lot paving requirements of the Code, which the applicant has requested.

Site and Area Land Use: The Palouse Ice Rink is located on the Latah County Fairgrounds property, a parcel 634,408 square feet in size, and roughly bounded by Blaine Street, Harold Street, Mountain View Road and White Avenue. The ice rink facility is located on the north side of the parcel, mostly adjacent to Harold Street and approximately mid-block on Harold between Mountain View Road and Blaine Street. Other uses on the subject property include multiple fairgrounds buildings or exhibit halls, parking areas, and the Lions Club Park and ballfield bordered by Blaine Street and White Avenue. The buildings and grounds are utilized for a variety of meetings, activities, and community events historically permitted with a SUP application in association with the Fairgrounds.

Adjacent properties to the north, west and south are mostly residential uses also in the R-3 Zone. Although similar public service uses are located in the general vicinity (such as the National Guard Armory, Latah County Highway District, and Fire Station II Training Facility). Beyond the immediate areas to the north, east, and west, are residential uses located within the Low Density and Moderate Density Single Family Residential (R-2 and R-3) Zones. To the south, beyond White Avenue is a Motor Business (MB) Zoning District where a variety of commercial uses are located, including the Eastside Marketplace Mall.

Streets and Access: The ice rink facility is accessed primarily from White Avenue, the main access to the fairgrounds site. There is a service road which provides access to the fairgrounds and the ice rink facility off of Mountain View Road, and also a curb cut and vehicle approach from Harold Street near one of the fairgrounds buildings. The existing SUP included a condition of approval that there be no direct access from the proposed permanent parking areas serving the ice rink to Harold Street except for limited emergency vehicle access if deemed necessary. Both White Avenue and Mountain View Road are designated minor arterial streets, Blaine Street is designated a collector street, and Harold Street is designated a local residential street.

Comprehensive Plan: Chapter 2 of the Comprehensive Plan, Land Use and Community Character, designates the subject property's existing land use character as Public/Semi-public. An objective of the Land Use and Community Character Section 2.7.7 is to provide a continuum of land uses that allow a variety of uses and housing to meet the needs of the community while ensuring the preservation of neighborhood character.

Chapter 4, Parks, Recreation and Open Space, classifies the ice rink as a special use facility which serves the broader community or region for specialized, multi-purpose recreation activities and is available to all persons. The Palouse Ice Rink

meets the community's stated desires for recreation opportunities that contribute to a healthful community by providing a variety of athletic and recreational opportunities for both youth and adults.

Chapter 6, Economic Development, Section 6.5.2 discusses leveraging existing assets that create quality of place and draw businesses to Moscow. The Palouse Ice Rink provides a unique opportunity for youth and adults to learn teamwork, build friendships, improve physical fitness and build self-confidence, as well as, provide recreational opportunities that can be enjoyed by anyone at any age throughout one's lifetime (as stated by the applicant and throughout the historical review of SUP's for the ice rink). The ice rink also provides access to community events and recreation to tourists that visit Moscow. Tourism is the third largest industry in Idaho, and brings millions of dollars to Moscow, while providing job opportunities to students and supplemental income (Section 6.2.10 and 6.5.2).

Input from other Departments/Agencies: No comments were received from other departments/agencies upon review of the request for extension of the ice rink CUP or Variance.

Other Considerations: The Rotary Veteran's Memorial Pavilion, Inc. leases the property at 1021 Harold Street from Latah County for the use of the ice rink facility. The applicant has provided a signed copy of the lease agreement between the Rotary Veteran's Memorial Pavilion, Inc. and the Latah County Commissioners, and that lease agreement is included in the Board members packet. The term of the lease is from July 18, 2012 to July 18, 2062.

While the Rotary Veteran's Memorial Pavilion, Inc. is the tenant of the property, which is owned by Latah County, is the responsibility of the applicant to implement the required conditions of the approved CUP.

RECOMMENDATION FOR CUP APPLICATION

Staff recommends **approval** of the Conditional Use Permit application at 1021 Harold Street to allow the continuing operation of the Palouse Ice Rink, subject to the approval of the accompanying Variance and the following nine (9) conditions:

1. The CUP shall allow for the continued operation of the existing temporary facility so long as the applicant maintains a valid lease from Latah County to operate said ice rink facility subject to the limitations of condition #2 below;
2. The applicant shall initiate construction of a permanent ice rink facility within two (2) years of approval of this CUP. Upon completion of the permanent ice rink facility, this CUP for the operation of the ice rink facility shall become perpetual and shall not expire. Should the applicant fail to initiate construction within two (2) years of this approval, or fail to progress with the

construction and completion of the permanent facility in a diligent and expedient manner, this CUP shall be immediately terminated and all use of the subject ice rink facility shall cease;

3. Hours of operation shall remain 6:15 a.m. to 11:00 p.m., Sunday through Thursday; 6:15 a.m. to 12:00 p.m., Friday and Saturday and prior to recognized holidays. This condition shall apply to the temporary facility only;
4. Hours for practicing or playing hockey, with pucks and/or sticks, and broomball shall be limited to the hours of 8:00 a.m. to 10:00 p.m. daily, with the exception of the four weekends each season that the facility hosts youth hockey tournaments beginning at 7:00 a.m. This condition shall apply to the temporary facility only;
5. Hours for broadcast music over the facility's PA system shall be limited from 9:00 a.m. to 9:00 p.m. daily. This condition shall apply to the temporary facility only;
6. At the time of construction of the permanent facility the applicant shall install a Type 'C' buffer, including a four foot (4') solid fence along the northern boundary of the property adjacent to Harold Street to extend the full length of the parking area and facility development;
7. There shall be no direct access from the proposed permanent parking areas to Harold Street except for limited emergency vehicle access if deemed necessary;
8. Upon construction of the permanent facility, no off-street parking shall be located between the permanent facility and Harold Street; and
9. The proposed permanent facility shall meet all other applicable City Code requirements, including, but not limited to parking lot development standards.

RECOMMENDATION FOR VARIANCE APPLICATION

Staff recommends **approval** of the Variance application at 1021 Harold Street subject to the following conditions:

1. The Variance approval shall be extinguished concurrently with the Palouse Ice Rink CUP approval, two (2) years from the date of approval;
2. The Variance shall not be applicable when the applicant constructs a permanent enclosed facility, at which time paving and all other standards for a parking lot shall be imposed according to the Zoning Code; and

3. For the duration of this Variance approval, the temporary gravel parking lot must be maintained with a minimum of four (4) inches of three-quarter (3/4) inch minus crushed basalt rock gravel and shall be maintained reasonably dust free and free of ruts and holes as required by the Zoning Code.



**CITY OF MOSCOW
COMMUNITY DEVELOPMENT**
Ph: 208-883-7035
Fax: 208-883-7033
apeterson@ci.moscow.id.us

For City Use Only			
Date Received		4-8-19	
Dept	Fee Type	Fees	Paid
CD	Application Fee	\$475	4-819
Receipt Number		LUP2019-0012	

APPLICATION FOR CONDITIONAL USE PERMIT

(Please type or print plainly with blue ink.)

GENERAL INFORMATION

1. Applicant

Name: Rotary Veteran's Memorial Pavilion, Inc. Telephone: 208-882-7188
1021 Harold Street, PO Box 8021, Moscow, ID 83843
 (home address)

Relationship to affected property (please check one):

Owner ☐ Purchaser ☐ Lessee ☒ Other ☐ (explain below)

2. Owner of Affected Property (if other than applicant)

Name: Latah County Telephone: 208-883-5722
1021 Harold Street, Moscow, ID 83843
 (home address)

3. Location of Affected Property: 1021 Harold Street, Latah County Fairgrounds

Legal Description: Farigrounds Addition Block 1 Lot 1
 (subdivision) (block) (lot)

If described by Metes and Bounds, please attach deed on a separate sheet.

4. Proposal: The applicant proposes the following use and/or construction for the above-described property: See attached

The proposed activities and use shall be shown on an attached site plan drawn to a standard engineer's or architect's scale. The site plan shall show, label and dimension all property lines and easements, existing and proposed buildings, parking lot and driveway(s), fencing and landscaping. A site topography map shall be provided when appropriate.

5. Authorization: Section _____ of the Moscow Zoning Ordinance authorizes the proposed use, subject to a Conditional Use Permit.

6. **Operating Characteristics:** Detail the operating characteristics of the proposed use. In other words, provide specific information which describes and defines how the proposed use will be conducted and what will be involved in the day to day operations of the proposed use. Applicable information may include hours of operation, number of people (employees, customers, students, etc.) involved, traffic and/or delivery information, services provided, equipment or machinery which may be involved, or any other information which helps describe and define the proposed use and impacts which it may have.

See attached

7. *Before the Moscow Board of Adjustment may issue a Conditional Use Permit, the Board must first make findings of compliance with the following seven relevant criteria and standards. Please indicate in the spaces provided below what you believe to be justification showing compliance with each of the relevant criteria and standards.*

Criteria #1. THE PROPOSED USE IS A CONDITIONALLY PERMITTED USE WITHIN THE ZONING DISTRICT.

Justification and compliance with criteria #1: See attached

Criteria #2. THE CHARACTER OF THE PROPOSED USE WILL BE IN HARMONY WITH THE NEIGHBORHOOD AND SURROUNDING LAND USES.

Justification and compliance with criteria #2: See attached

Criteria #3. THE PROPOSED USE AS APPROVED, OR AS APPROVED WITH CONDITIONS, WILL NOT GENERATE NUISANCES THAT WOULD BE INJURIOUS OR DETRIMENTAL TO ADJOINING PROPERTIES OR THE NEIGHBORHOOD (INCLUDING BUT NOT LIMITED TO NOISE, DUST, GLARE, VIBRATIONS, ODORS AND THE LIKE).

Justification and compliance with criteria #3: See attached

Criteria #4. THE LOCATION, DESIGN, AND SIZE OF THE PROPOSED USE WILL BE ADEQUATELY SERVED BY EXISTING STREETS, PUBLIC FACILITIES AND SERVICES.

Justification and compliance with criteria #4: See attached

Criteria #5. THE PROPOSED USE WILL NOT ENDANGER THE PUBLIC HEALTH OR SAFETY IF LOCATED WHERE PROPOSED.

Justification and compliance with criteria #5: See attached

Criteria #6. THE PROPOSED USE MEETS ALL APPLICABLE DEVELOPMENT STANDARDS OF THE ZONING CODE.

Justification and compliance with criteria #6: See attached

Criteria #7. THE PROPOSED USE WILL NOT BE IN CONFLICT WITH THE COMPREHENSIVE PLAN.

Justification and compliance with criteria #7: See attached

CONDITIONS OF APPROVAL

The Board of Adjustment may impose conditions including, but not limited to, those (1) minimizing adverse impact on other development; (2) controlling the sequence and timing of development; (3) controlling the duration of development; (4) assuring that development is maintained properly; (5) designating the exact location and nature of development; (6) requiring the provision for onsite or offsite public facilities or services; (7) requiring more restrictive standards than those generally required in an ordinance; and/or (8) requiring mitigation of effects of the proposed development upon service delivery by any political subdivision, including school districts, providing services within the planning jurisdiction.

COMPLIANCE

1. In the event of failure to comply with the plans proof by the Board of Adjustment, or with any conditions imposed upon the Conditional Use Permit, the permit shall be immediately revoked and shall be automatically null and void.
2. Where plans are submitted and approved as part of the application for a Conditional Use Permit, modifications of the original plans may be required by the Board as a condition of approval.
3. Where plans approved by the Board of Adjustment are modified following such approval, such plan modifications must be submitted to and determined by City staff to be in substantial conformance with the plans approved by the Board. If plan modifications are not in substantial conformance, the plan modifications must be resubmitted to the Board for an additional public hearing as an amendment to the Conditional Use Permit application.

REVOCATIONS

If a Building Permit and/or Certificate of Occupancy pertaining to the Conditional Use Permit is not obtained for the subject property within one year from the date of the Board of Adjustment's final decision, the Conditional Use Permit shall be immediately revoked and shall be automatically null and void. If the use and/or occupancy for which the Conditional Use Permit is approved ceases for a period of twelve consecutive months, unless otherwise provided for in the Conditional Use Permit, then the Conditional Use Permit shall be immediately revoked and shall be automatically null and void.

Application Submittal:

This application must be completed and submitted with the below described items to the Moscow Community Development Director at least twenty-one days prior to the hearing at which the application is to be considered by the Board or the application will not be processed.

The following items must be submitted with this application before it will be processed:

1. Application Fee
2. Site Plan, drawn to scale
3. Floor Plans, drawn to scale
4. Elevation Drawings, drawn to scale (for new construction only)

I understand this information is a public record and may be posted to a public website.



Applicant's Signature



Date

Owner's Signature

Date

Application for Conditional Use Permit

Submitted by: Rotary Veteran's Memorial Pavilion, Inc.

Completed: April 8, 2019

Attachment with responses to questions on Application:

4. **Proposal:** We request an extension of the CUP for two more years until 2021. Although construction of a new permanent facility was not completed within the period as required, significant progress has been made towards planning, fund raising and acquiring assets for the future ice rink. We have raised approximately 45% of the needed funds with significant momentum to complete the project, including over \$800,000 in cash or signed pledges made in the last 14 months since hiring Christina Randal to lead our fundraising effort. We also have a total of \$3.3 million in planned philanthropic requests to community members, granting organizations, corporate partners, and others that will be made over the next six months, which is equivalent to 120% of the additional funds needed to complete the project. The Board of Directors is also considering other funding mechanisms including bridge financing. We intend to use some of our funds raised to pave the parking lot before the skating season in October 2019 to address the variance (SUP) currently in place. Approval from the Fair Board and County Commissioners for the paving is being requested for the improvement. Our organization is having increasing success towards fulfilling our obligation of a permanent facility, but requests additional time be added to our CUP as it is set to expire 06/30/2019.

6. **Operating Characteristics:** The ice rink operates from October through April with various ice related activities including ice skating, figure skating, hockey, curling, broomball, etc. Hours of operation are limited from 6:15 am to 11:00 pm Sunday – Thursday and from 6:15 am to 12:00 am Friday – Saturday. Hockey with sticks and pucks is limited from 8:00 am to 10:00 pm daily, and music over our PA system is limited from 9:00 am to 9:00 pm daily. We do request allowing hockey to start at 7:00 am on the four weekends when youth tournaments (under 13 years old) are hosted. After the ice is removed at the end of the season, we rent our space for various activities as requests are made by community members.

7. **Criteria #1:** The fairgrounds have been used for recreational and social interaction by a wide range of community members for a long time. The ice rink expands the ability of the property to provide recreational activities to the public unavailable within 35 miles of Moscow.

7. **Criteria #2:** The fairgrounds attract people to participate in various activities for the reasons in Criteria #1. The size of the property and nature of our facility has been working effectively for 18 years.

7. **Criteria #3:** Over the past 3 years since the latest CUP and SUP approval, the ice rink has complied with the stipulations required by the existing SUP, and to our knowledge, our neighbors have not complained about noise or other issues regarding the presence of activities at the ice rink. We

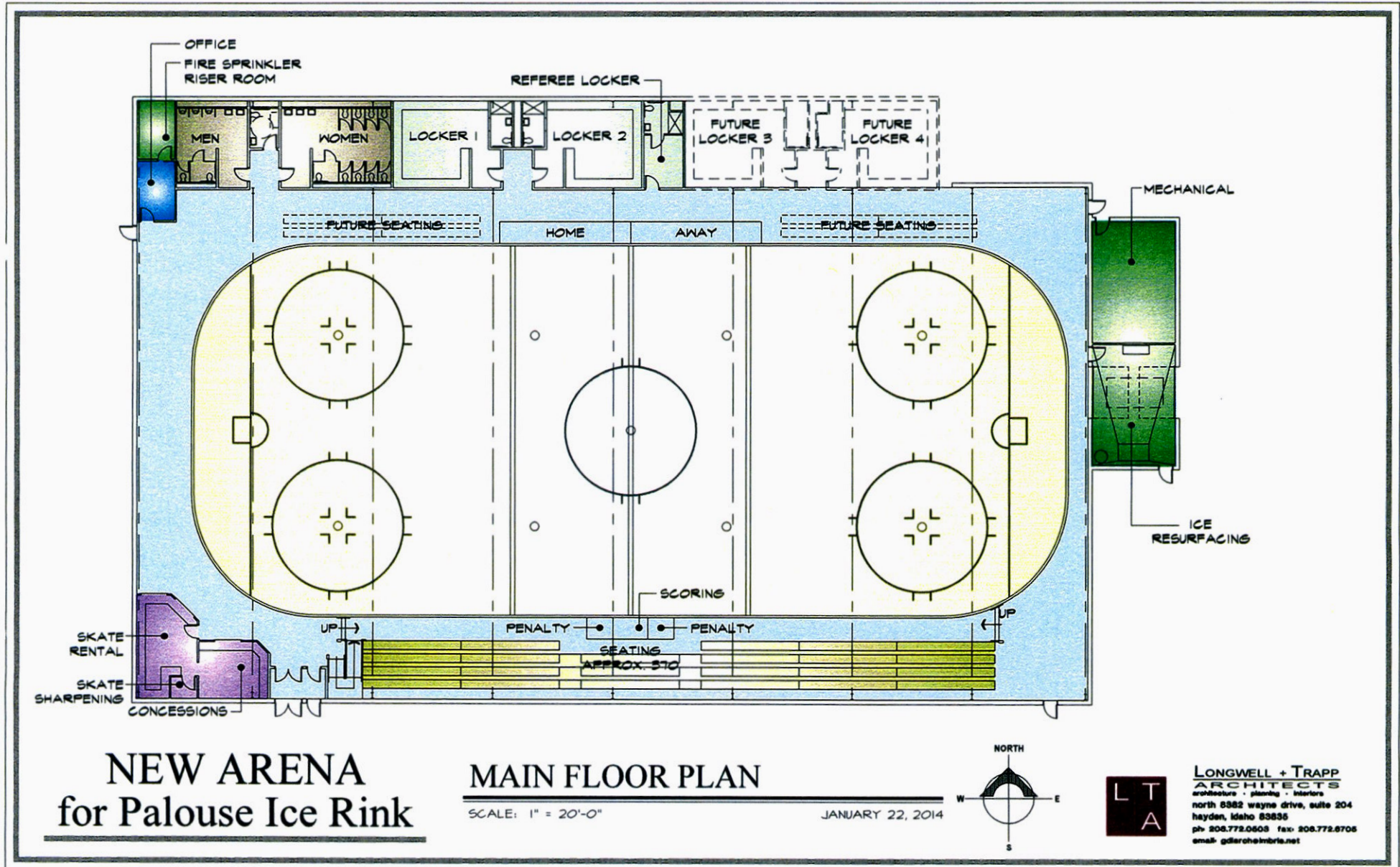
intend to expend funds to pave the parking lot making an improvement which would reduce any potential dust issue.

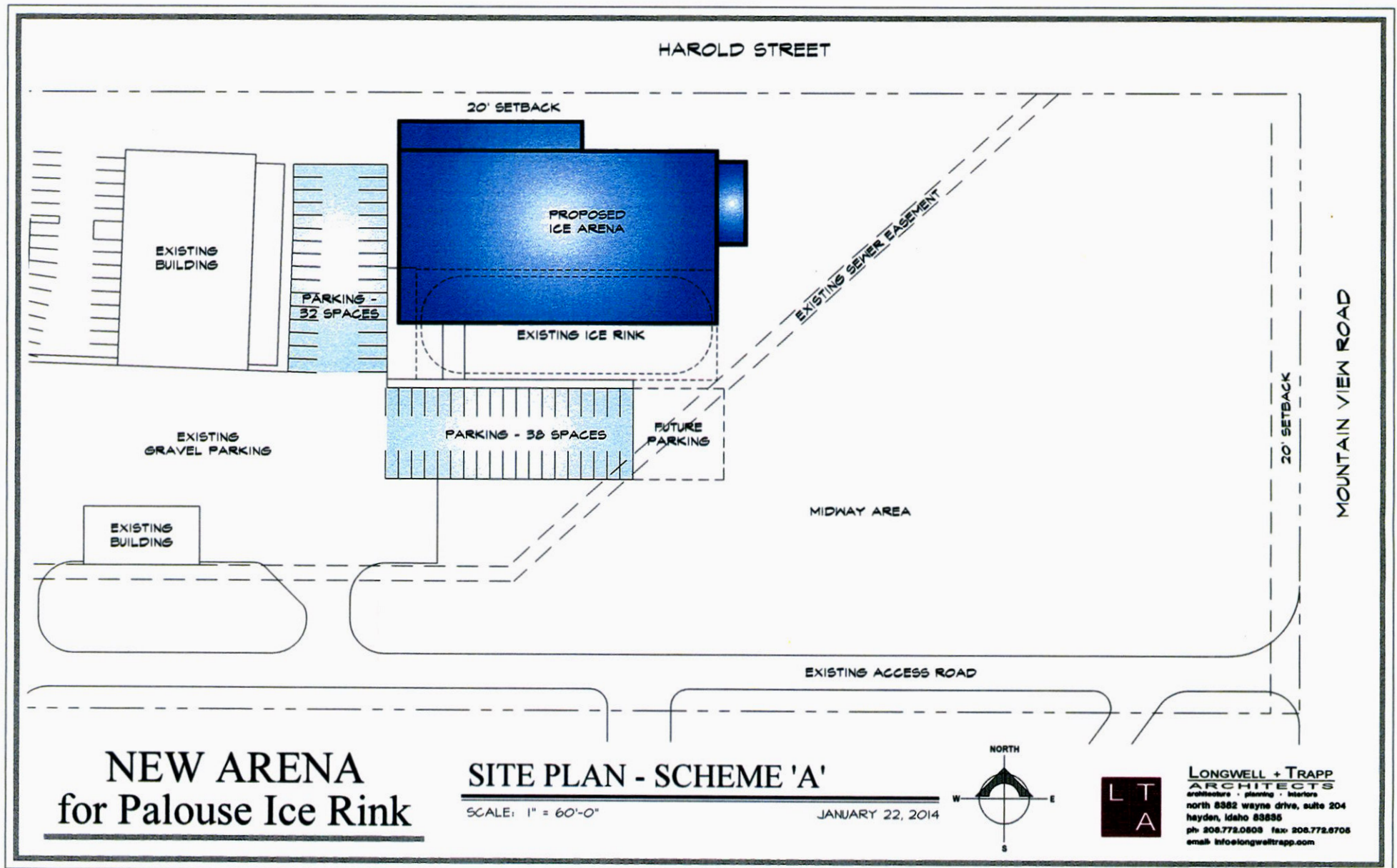
7. **Criteria #4:** No changes to the facility or access to the property have occurred since the last CUP/SUP was approved. Our patrons have used our facility consistently over the years without problems related to existing streets or public facilities and services. The design of the new facility locates it over the current site of the temporary facility so access to existing streets or public facilities and services are expected to maintained.

7. **Criteria #5:** The ice rink has been in operation for 18 years, and at no time has posed a public health or safety hazard for our community. It will not pose a public health or safety hazard in the future either as the facility is for family-friendly recreation.

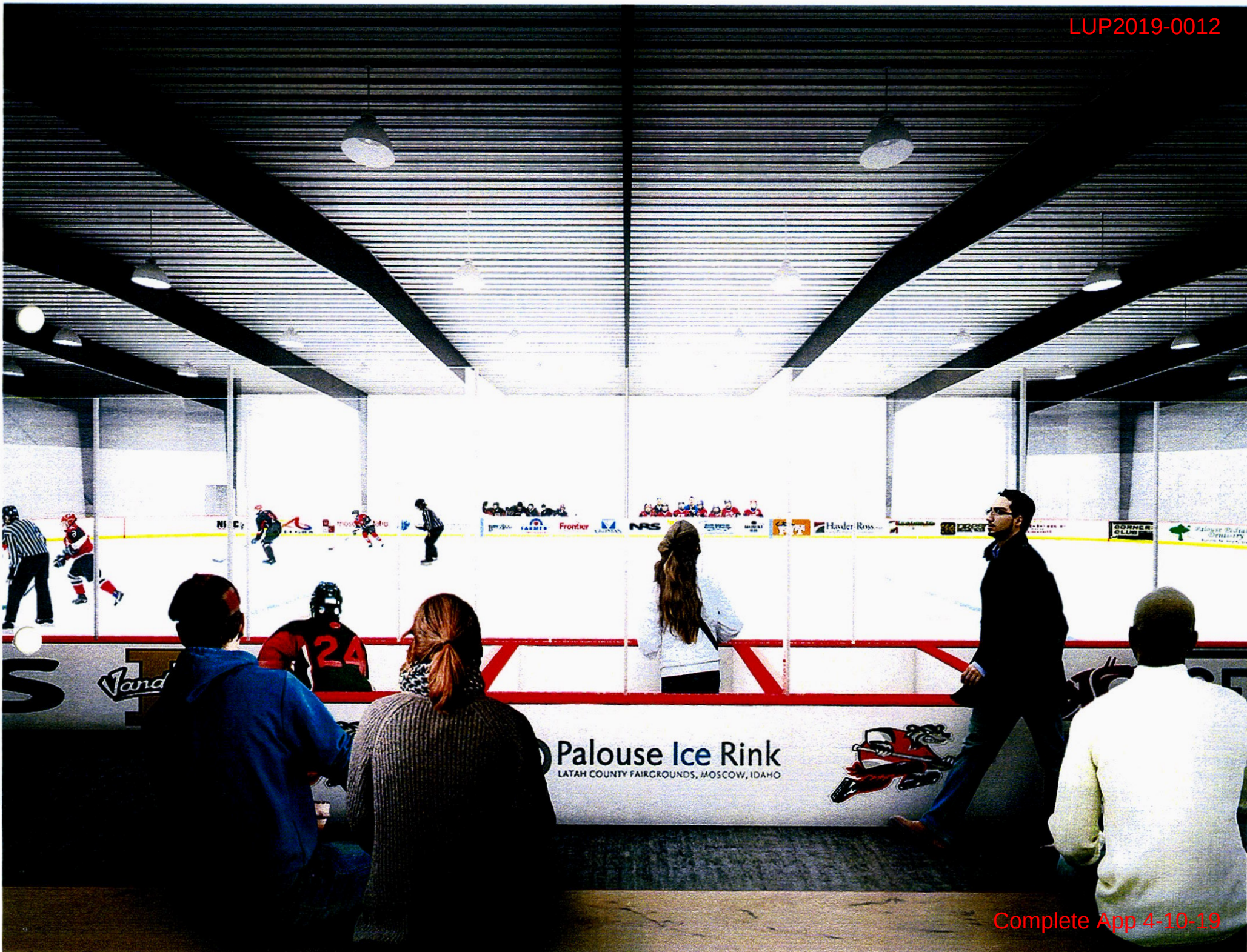
7. **Criteria #6:** To our knowledge, the Palouse Ice Rink facility meets all the applicable development standards of the zoning code.

7. **Criteria #7:** Our facility was ruled consistent with the 2009 Comprehensive Plan on July 26, 2011. The recent (March 4, 2019) approval of a new Comprehensive Plan supports the continued existence of the ice rink as a part of the community.











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

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

COST BREAKDOWN**02 DEMOLITION**

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

03 CONCRETE

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

04 MASONRY

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

05 METALS

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

06 WOOD AND PLASTICS

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

07 THERMAL & MOISTURE PROTECT.

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

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

prepared by:
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Hayden, ID 83835

08 DOORS AND WINDOWS

	Quantity	Units	Cost/Unit	Cost
Windows	100	SF	\$55.00	\$5,500
Exterior doors and frames	7	EA	\$1,200.00	\$8,400
Interior doors, frames & hardware	16	EA	\$1,000.00	\$16,000
Overhead Coiling Door	2	EA	\$7,000.00	\$14,000

SUBTOTAL **\$1.46** **\$43,900**

09 FINISHES

	Quantity	Units	Cost/Unit	Cost
GWB	10,200	SF	\$3.50	\$35,700
FRP on walls	1,600	SF	\$4.00	\$6,400
Acoustical tile ceiling	0	SF	\$4.00	\$0
Resilient base	1,000	LF	\$2.00	\$2,000
Paint, exterior	500	SF	\$1.50	\$750
Paint, interior	15,000	SF	\$0.75	\$11,250
Paint Doors	7	EA	\$100.00	\$700
Paint door frames	24	EA	\$100.00	\$2,400

SUBTOTAL **\$1.97** **\$59,200**

10 SPECIALTIES

	Quantity	Units	Cost/Unit	Cost
Signage	1		\$750.00	\$750
Toilet compartments	11	EA	\$1,000.00	\$11,000
Wall and corner guards	6	EA	\$100.00	\$600
Fire Extinguishers	6	EA	\$250.00	\$1,500
Toilet & bath accessories (grab bars)	12	EA	\$150.00	\$1,800

SUBTOTAL **\$0.52** **\$15,650**

11 EQUIPMENT

	Quantity	Units	Cost/Unit	Cost
Appliances			\$0.00	\$0.00

SUBTOTAL **\$0.00** **\$0**

12 FURNISHINGS

	Quantity	Units	Cost/Unit	Cost
Bleachers			\$30,000.00	\$ 30,000.00

SUBTOTAL **\$1.00** **\$30,000**

14 CONVEYING SYSTEMS

	Quantity	Units	Cost/Unit	Cost
	0	EA	\$0.00	\$0

SUBTOTAL **\$0.00** **\$0**

21 FIRE SUPPRESSION

	Quantity	Units	Cost/Unit	Cost
Wet Pipe System	30,000	SF	\$1.25	\$37,500
Fire line/FDC	150	LF	\$80.00	\$12,000

SUBTOTAL **\$1.65** **\$49,500**

AGREEMENT NO. ____

GROUND LEASE AGREEMENT

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

**I.
AGREEMENT TO LEASE**

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

**II.
RIGHT TO APPROVAL**

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

**III.
SUBORDINATION**

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

**IV.
TERM**

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

**V.
RENT**

Lessee covenants and agrees to pay Lessor rent as follows:

RECEIVED

APR 27 2016

City of Moscow

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

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

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

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

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

B. Additional Rent.

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

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

VI. TAXES

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

VII. USE

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

B. Lessee Covenants.

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

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

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

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

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

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

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

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

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

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

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

VIII. UTILITIES, MAINTENANCE AND REPAIRS, ALTERATIONS AND ADDITIONS

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

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

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

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

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

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

IX. ENTRY BY LESSOR

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

X. LIENS

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

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

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

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

XI. INDEMNITY

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

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

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

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

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

XII. INSURANCE

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

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

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

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

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

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

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

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

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

G. Certificates must evidence the following minimum coverage:

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

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

H. **Fire and Extended Coverage.**

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

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

I. **Insurance Requirements.**

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

**XIII.
DAMAGE OR DESTRUCTION**

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

**XIV.
CONDEMNATION**

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

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

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

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

XV. ASSIGNMENT AND SUBLEASE

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

XVI. QUIET ENJOYMENT

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

XVII. DEFAULT AND REMEDIES

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

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

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

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

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

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

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

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

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

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

XVIII. TERMINATION AND SURRENDER

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

XIX. CAPTIONS, ATTACHMENTS, DEFINED TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

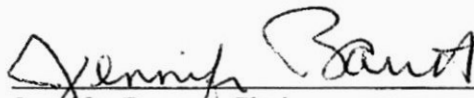
LESSOR: LATAH COUNTY COMMISSIONERS
P.O. Box 8068
522 S. Adams Street
Moscow, ID 83843

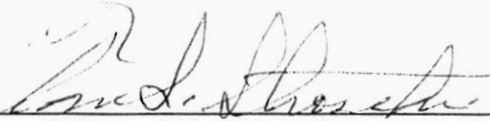
LESSEE: The Rotary Veterans Memorial Pavilion, Inc..
1021 Harold Street
Moscow, ID 83843

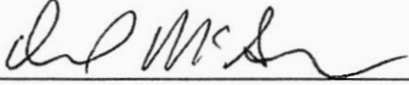
M. **Preparation of Lease.** This Lease was prepared as an accommodation to the parties only and shall not be construed for or against either party as a result thereof.

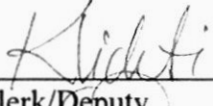
IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease on the date first stated above.

Board of Latah County Commissioners

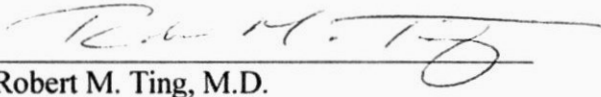
By: 
Jennifer Barrett, Chair

By: 
Tom S. Stroschein, Commissioner

By: 
David McGraw, Commissioner

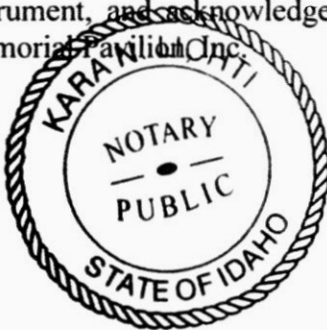
Attest: 
Clerk/Deputy

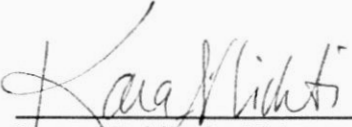
LESSEE:**Rotary Veterans Memorial Pavilion, Inc.**


By: Robert M. Ting, M.D.
Its President

STATE OF IDAHO)
) ss.
County of Latah)

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




Notary Public for Idaho
Commission Expires 4-13-17

From: Shane Niemela <Shane.Niemela@itd.idaho.gov>
Sent: Thursday, April 18, 2019 8:00 AM
To: Anne Peterson
Cc: Jared Hopkins
Subject: RE: [EXTERNAL] Ice Rink land use applications for your review

Hi Anne,
ITD has no comments on this proposal.
Thank you,
Shane

From: Anne Peterson <apeterson@ci.moscow.id.us>
Sent: Tuesday, April 16, 2019 2:28 PM
To: Greg Bailey <gbailey@msd281.org>; James Fry <jfry@ci.moscow.id.us>; Jared Hopkins <Jared.Hopkins@itd.idaho.gov>; Jesse Flowers <jflowers@ci.moscow.id.us>; Mia Vowels <mvowels@ci.moscow.id.us>; NANCY BECKER (<nbecker@phd2.idaho.gov> <nbecker@phd2.idaho.gov>; Shane Niemela <Shane.Niemela@itd.idaho.gov>
Subject: [EXTERNAL] Ice Rink land use applications for your review

--- This email is from an external sender. Be cautious and DO NOT open links or attachments if the sender is unknown. ---

The attached Conditional Use Permit application and Variance application are being forwarded for your review. In the event you have any input, please respond by next Tuesday, April 23. Thank you!

Anne Peterson
Admin Asst/Deputy City Clerk
E | apeterson@ci.moscow.id.us
P | 208-883-7035
F | 208-883-7033





**CITY OF MOSCOW
COMMUNITY DEVELOPMENT**
Ph: 208-883-7035
Fax: 208-883-7033
apeterson@ci.moscow.id.us

For City Use Only			
Date Received		4-8-19	
Dept	Fee Type	Fees	Paid
CD	Application Fee	\$475	4-8-19
Receipt Number		LUP2019-0013	

APPLICATION FOR ZONING VARIANCE

(Please type or print plainly with blue ink.)

GENERAL INFORMATION

1. Applicant

Name: Rotary Veteran's Memorial Pavilion, Inc. Telephone: 208-882-7188
1021 Harold Street, PO Box 8021, Moscow, ID 83843
 (home address)

Relationship to affected property (please check one):

Owner ☐ Purchaser ☐ Lessee ☒ Other ☐ (explain below)

2. Owner of Affected Property (if other than applicant)

Name: Latah County Telephone: 208-883-5722
1021 Harold Street, Moscow, ID 83843
 (home address)

3. Location of Affected Property: 1021 Harold Street, Latah County Fairgrounds

Legal Description: Farigrounds Addition Block 1 Lot 1
 (subdivision) (block) (lot)

If described by Metes and Bounds, please attach copy of deed.

INFORMATION ON REQUESTED VARIANCE

4. Proposal: The applicant proposes the following construction and/or use for the above-described property:

See attached

Existing and proposed site conditions shall be shown on an attached site plan drawn to a standard engineer's or architect's scale. The site plan shall show, label and dimension all property lines and easements, existing and proposed buildings, parking lot and driveway(s) and fencing. The site plan should also show topography and landscaping if pertinent to the Variance.

5. Reason(s) for Variance Request: The proposed construction and/or use described in Question 4 above would be in violation of Section _____ of the Moscow Zoning Ordinance which requires that:

See attached

6. ***In order for the Board of Adjustment to issue a Variance, the Board must make findings of compliance with the following three relevant criteria and standards. Please indicate in the spaces provided below what you believe to be justification showing compliance with each of the relevant criteria and standards.***

Criteria #1. SPECIAL CONDITIONS AND/OR CIRCUMSTANCES EXIST WHICH ARE PECULIAR TO THE PROPERTY (SUCH AS SIZE, SHAPE, TOPOGRAPHY OR LOCATION) WHICH ARE NOT APPLICABLE TO OTHER PROPERTY SIMILARLY SITUATED IN THE SAME ZONING DISTRICT.

Justification and compliance with criteria #1: See attached

Criteria #2. BECAUSE OF THE AFOREMENTIONED SPECIAL CONDITIONS OF THE PROPERTY, APPLICATION OF THE PROVISIONS OF THIS ZONING CODE WOULD IMPOSE UNDUE HARDSHIP AND WOULD DEPRIVE THE PROPERTY OWNER OF RIGHTS COMMONLY ENJOYED BY OWNERS OF OTHER PROPERTY SIMILARLY SITUATED IN THE SAME ZONING DISTRICT.

Justification and compliance with criteria #2: See attached

Criteria #3. GRANTING OF THE VARIANCE WILL NOT BE IN CONFLICT WITH THE PUBLIC INTEREST OR INJURIOUS TO PROPERTY OR PERSONS IN THE VICINITY OF THE SUBJECT PROPERTY.

Justification and compliance with criteria #3: See attached

Conditions of Approval: In granting any Variance, the Board of Adjustment may prescribe appropriate conditions and safeguards that enable the Board or the Commission to approve the Variance application and ensure the Variance is consistent with the purposes and intents of the Zoning Code.

Compliance:

1. In the event of failure to comply with the plans approved by the Board of Adjustment, or with any conditions of a Variance approval, the permit shall be immediately revoked and shall be automatically null and void.
2. Where plans are submitted and approved as part of the application for a Variance, modifications of the original plans may be required by the Board as a condition of approval.
3. Where plans approved by the Board of Adjustment are modified following such approval, such plan modifications must be submitted to and determined by City staff to be in substantial conformance with the plans approved by the Board. If plan modifications are not in substantial conformance, the plan modifications must be resubmitted to the Board for an additional public hearing as an amendment to the Variance application.

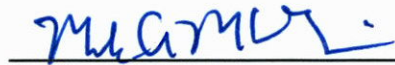
Revocations: If a building permit or occupancy permit pertaining to the Variance is not obtained for the subject property within one (1) year from the date of the Board of Adjustment's final decision, such Variance shall be immediately revoked and shall be automatically null and void.

Application Submittal: This application must be completed and submitted with the below described items to the Moscow Community Development Director at least sixteen (16) days prior to the hearing at which the application is to be considered by the Board of Adjustment, or the application will not be processed. Applicant will be notified by the City Planner as to the time and place of the hearing pertaining to this application.

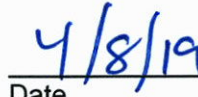
The following items must be submitted with this application:

1. Application Fee
2. Legal description (deed) of subject property, if it is not subdivision, block and lot.
3. Site Plan (drawn to scale)
4. Floor Plan(s) (drawn to scale), if applicable
5. Elevation Drawing(s) (drawn to scale), if applicable

I understand this information is a public record and may be posted to a public website.



Applicant's Signature



Date

Property Owner Signature

Date

Application for Zoning Variance

Submitted by: Rotary Veteran's Memorial Pavilion, Inc.

Completed: April 8, 2019

Attachment with responses to questions on Application:

4. **Proposal:** We request an extension of the variance approved in 2011 for two more years until 2021. Although construction of a new permanent facility was not completed within the period as hoped so that paving of the parking lot was completed, significant progress has been made towards planning, fund raising and acquiring assets for the future ice rink. We have raised approximately 45% of the needed funds with significant momentum to complete the project, including over \$800,000 in cash or signed pledges made in the last 14 months since hiring Christina Randal to lead our fundraising effort. We also have a total of \$3.3 million in planned philanthropic requests to community members, granting organizations, corporate partners, and others that will be made over the next six months, which is equivalent to 120% of the additional funds needed to complete the project. The Board of Directors is also considering other funding mechanisms including bridge financing. Our organization is having increasing success towards fulfilling our obligation of a permanent facility, but requests additional time be added to our zoning variance as it is set to expire 06/30/2019.

5. **Reason(s) for Variance Request:** The parking lot supporting the ice rink and fairgrounds should be paved for use by customers. Due to financial constraints as a non-profit, the lease agreement with Latah County, and the impact of demolition and new construction on the current parking area, we request the variance be extended until a permanent facility is completed.

6. **Criteria #1:** The fairgrounds is a frequently used location benefiting our community with opportunities for recreational and social interaction. The ice rink expands the ability of the property to provide recreational activities to the public unavailable within 35 miles of Moscow. A range of users can utilize the facility from October through April for ice-related activities and for general activities from May to September.

6. **Criteria #2:** The Palouse Ice Rink is working with various donors to raise the capital to build a permanent facility. Paving the parking area at this time would raise the cost of the project as the demolition of the current facility and construction of the new facility will likely damage the parking lot if paved. The additional cost would require greater fund raising and make frustrate some donors who would view paving at this point a significant waste.

6. **Criteria #3:** As required in the original conditional approval in 2011, we have maintained the gravel lot with respect to the quantity and size gravel used for the past 8 years. We will continue to follow that requirement until a permanent facility is completed which will include a paved lot.